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CIVIL BUSINESS OFFICE 4
CENTRAL DIVISION

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SUPERIOR COURT
SAN DIEGO COUNTY, CA

1 **THE LAW OFFICE OF MARIBEL S. MEDINA**
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**Public Entity-Fee Exempt
(Gov't Code Section 6103)**

6 Attorneys for Plaintiff,
7 Poway Unified School District

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN DIEGO – CENTRAL DIVISION**

37-2016-00023931-CU-MC-CTL

12 POWAY UNIFIED SCHOOL DISTRICT, a)
13 public entity)
14 Plaintiffs,)
15 vs.)
16 JOHN P. COLLINS, an individual)
17 Defendant.)
18)
19)
20)
21)

CASE NO.:

COMPLAINT FOR:

- 1) DECLARATORY RELIEF;
- 2) RESTITUTION;
- 3) BREACH OF FIDUCIARY DUTY AND VIOLATION OF PUBLIC TRUST;
- 4) FRAUD
- 5) VIOLATION OF GOVERNMENT CODE SECTION 12650; and
- 6) UNJUST ENRICHMENT

DEMAND FOR JURY TRIAL

22 COMES NOW Plaintiff Poway Unified School District (hereinafter "Plaintiff" or "District"), by
23 and through its counsel of record, and alleges as follows:

24 **PRELIMINARY STATEMENT**

25 1. The District is a public entity school district in the State of California duly organized under
26 the laws of the State of California, and more particularly the provisions of the Education Code, to

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1 provide, among other things, education to minors in public schools within the District. The District
2 has, and at all times mentioned herein has had, its principal place of business in San Diego,
3 California.

4 2. Defendant, John P. Collins, is a natural individual and was the Superintendent of the
5 District. The District is informed and believes and on that basis alleges that John P. Collins
6 (hereafter "Defendant") is, and at all relevant times has been, a resident of San Diego County,
7 California.

8 JURISDICTION AND VENUE

9 3. The jurisdiction of this Court over this action is predicated on Code of Civil Procedure
10 section 410.10. All claims asserted herein arose in San Diego County, California.

11 4. Venue is proper in San Diego Superior Court pursuant to Code of Civil Procedure section
12 395(a) because Defendant resides in San Diego County and the wrongful acts alleged herein took
13 place in the San Diego County. This matter is within the unlimited jurisdiction of this Court as the
14 amount in controversy, exclusive of interest and costs, exceeds \$25,000.

15 BACKGROUND FACTS

16 5. Defendant was employed as Superintendent of the District from July 2, 2010 to July 10,
17 2016.

18 6. On November 16, 2015, in his official capacity as Superintendent and without
19 authorization from the Board of Education, Defendant placed an item on the Board agenda for a
20 closed session item titled, "Conference with Labor Negotiators: Unrepresented Employee:
21 Superintendent and Legal Counsel."

22 7. In closed session, with Defendant's counsel present, the Board learned that rather than
23 labor negotiations, Defendant had retained legal counsel to represent him on a potential buyout of
24 his employment contract.

25 8. On five separate occasions from November 19, 2015 through December 10, 2015, in his
26 official capacity as Superintendent and using his District e-mail, Defendant sent the Board e-mails
27

1 instructing the Board to retain legal counsel from a list of firms under contract with the District to
2 negotiate his buyout with his attorney and insisting on scheduling a special Board meeting to
3 discuss the buyout of his employment contract.

4 9. The above actions undertaken by Defendant where he had a direct financial interest in his
5 employment agreement, any severance agreement or settlement agreement were a conflict of
6 interest.

7 10. On or about March 2016, the Poway Unified School District Board of Education (the
8 "Board") was made aware that Defendant had received vacation payouts that were not authorized
9 by his employment contract.

10 11. On April 24, 2016, the Board requested an independent, fact-finding forensic accounting
11 ("Forensic Audit") related to Defendant's compensation, including anything paid to Defendant
12 through payroll; including, base pay, retroactive payments, longevity pay, doctoral stipend,
13 expense allowance, and CalSTRS service credit. A true and correct copy of the Forensic Audit is
14 attached hereto as Exhibit One and incorporated by this reference.

15 12. On April 25, 2016 the Board placed Defendant on paid administrative leave.

16 13. On or about May 31, 2016 the Board received the initial findings of the Forensic Audit
17 concluding that Defendant had received overpayments and unauthorized payments in the amount
18 of \$320,769.

19 14. The District has been unable to find any evidence that prior to becoming Superintendent,
20 Defendant had ever received vacation payouts from District.

21 15. Within a period of 3 years, Defendant received four unauthorized vacation payouts,
22 receiving two in excess of \$100,000 in 2014.

23 16. Although Defendant's contract does not allow for vacation payout, Defendant made
24 representations to staff that he was entitled to the payouts and directed staff who report directly to
25 him, to process the payouts on the following four separate occasions: (1) August 31, 2012, 10 days
26
27
28

1 for a total payment of \$10,371.70; (2) March 31, 2014, 22 days for a total of \$23,150.63; (3) July
2 31, 2014, 64 days for a total of \$87,192.68, (4) November 19, 2015, 20 days for \$27,745.80.

3 17. The vacation payout on November 19, 2015 was made from the District's Revolving Cash
4 Fund, rather than being processed through payroll.

5 18. District staff reasonably relied on Defendant's misrepresentation that he was entitled to the
6 vacation payouts and, as a result, failed to identify and take steps to halt the continued
7 misappropriation of public funds.

8 19. On November 15, 2015, using a District issued ipad, Defendant sent his wife a text
9 message which read, "All I was trying to do on my phone at the game tonight was to figure out a
10 way to get the money needed to help both us and Ginger before December. I think I found a way."

11 20. On November 19, 2016, Defendant directed Malliga Tholandi, Associate Superintendent of
12 Business to process a check for him from the District's Revolving Cash Fund for \$17,000.

13 21. The above actions were undertaken by Defendant with the intent to defraud the District.
14 Defendant knew that he was not legally entitled to vacation payouts.

15 22. As a result of the misrepresentations, and District staffs' reasonable reliance thereon, the
16 District has suffered losses in an amount that will be proven at trial, but figures to be at least
17 \$148,457.00.

18 23. Paragraph 2 of Defendant's employment contract provides that his annual salary shall be
19 \$297,735 "unless increased by action of the Board." Paragraph 2 also entitles Defendant to "all
20 benefits applicable to non-represented certificated twelve-month managers . . . including longevity
21 step increases." The language for the longevity pay reads: "2.5% increase at the conclusion of ten
22 (10) years of service; 2.5% increase at the conclusion of fifteen (15) years of service; 2.5% increase
23 at the conclusion of twenty (20) years of service; 2.5% at the conclusion of twenty-five (25) years
24 of service."

25 24. Pursuant to the terms of his contract, Defendant should have only received an increase at
26 the conclusion of 10 years of service of 2.5% for a total amount of \$5,159.57 and an additional
27 2.5% at the conclusion of 15 years for an amount of \$7,443.38 for a total amount of \$12,601.95.

1 Instead, he improperly received annual, compounded and cumulative "longevity payments" in the
2 total amount of \$144,692.51.

3 25. As a result of this excessive and unauthorized formula, the District has suffered losses in an
4 amount to be proved at trial but at least \$132,090.

5 26. On December 3, 2015, using his District e-mail, and in his capacity as Superintendent,
6 Defendant sent Malliga Tholandi, Associate Superintendent of Business Services, an e-mail
7 requesting an analysis to increase the longevity pay to 3% at 15 years, 3.5% at 20 years and 4% at
8 25 years. He wrote,

9 "I'm thinking this could go into effect 1-1-2016. So anyone currently receiving longevity
10 [Dr. Collins himself] for 15, 20 or 25 would just start getting their longevity recalculated to
11 the new number going forward."

12 27. Defendant was aware that his longevity payment, which was nearly \$31,000 in fiscal year
13 2014/2015 could be concealed from members of the public who had repeatedly questioned
14 Defendant's compensation.

15 28. Defendant was aware that his compensation was excessive and wasteful, and thus sought
16 reimbursement, payments in longevity, and vacation payouts in order to improperly augment his
17 compensation and through which he could conceal all of it from the public and from the Board.

18 29. In fiscal year 2010/2011 Defendant received an overpayment in his base salary of
19 \$40,152.35, for which neither he nor the District could provide the documentation justifying the
20 extra payment in compensation.

21 30. As a further illustration of Defendant's self-dealing and misappropriation of public funds,
22 on September 20, 2015, without the knowledge or authorization from the Board, Defendant
23 directed the District's General Counsel to file a Request for Civil Harassment Restraining Order on
24 behalf of himself, his wife and his two children. The legal fees were submitted to and paid for by
25 the District.

1 31. On eight separate occasions Defendant submitted requests for payments for his cable and
2 internet services for a total amount of \$1,151.82. These payments were not authorized by his
3 contract, District policies or the Board. District staff relied upon the false representation that he
4 was entitled to the payments and regularly issued reimbursements.

5 32. On June 8, 2013 Defendant used the District Purchase Card (credit card) to purchase 4
6 round trip tickets for himself, his wife and two children. The District's Expense Report showed
7 each posted entry separately for the amount of \$541.80, the expense description for each separate
8 entry was "John Collins travel expense." The total amount was \$2,267.20 (See Attachment 10 of
9 Exhibit 1).

10 33. Although one month later Defendant repaid the District, the District P-Card use policy
11 prohibits the use of the District credit card for personal expenses.

12 34. On June 15, 2016, Defendant was advised of the unauthorized overpayments and asked to
13 either provide documentation justifying the payments or repay the unauthorized amounts back to
14 the District. Defendant was advised that the District would be willing to negotiate a repayment
15 plan.

16 35. On June 25, 2016, Defendant was personally served with a Statement of Charges, including
17 a copy of the Forensic Audit. A true and correct copy of the Statement of Charges is attached
18 hereto as Exhibit Two and incorporated by this reference.

19 36. On July 10, 2016 the Board held a conference with Defendant to allow Defendant to
20 address the Statement of Charges.

21 37. On July 10, 2016, the Board voted to terminate Defendant's employment agreement for
22 cause.

23 **FIRST CAUSE OF ACTION**

24 **Declaratory Relief**

25 38. The Plaintiff hereby refers to and incorporates by reference the foregoing paragraphs 1 – 37
26 as though fully set forth herein.

1 39. The District brings this declaratory action on behalf of all the taxpayers within the City of
2 San Diego and the County of San Diego.

3 40. An actual controversy has arisen and now exists between the District and Defendant
4 concerning whether Defendant is required to reimburse the District.

5 41. The District seeks a judicial determination that Defendant misappropriated public funds
6 and must reimburse the District for all unauthorized or over payments made to Defendant.

7 42. Additionally, the District seeks to enforce an important right affecting the public interest,
8 the reimbursement of taxpayer funded monies improperly paid to Defendant. This action confers a
9 significant pecuniary benefit to the taxpayers of the City of Poway and the County of San Diego,
10 because it is the reimbursement of taxpayer monies. In addition, all students and employees of the
11 Poway Unified School District will receive a pecuniary benefit because the monies will be returned
12 to the general fund of the District which budgets for salaries, expenses, textbooks, software and all
13 other related educational expenses. Upon proof at trial, the necessity and cost to the District in
14 bringing this action will outweigh and outweighs its stake in the action.

15 **SECOND CAUSE OF ACTION**

16 **Restitution**

17 43. The Plaintiff hereby refers to and incorporates by reference the foregoing paragraphs 1 - 42
18 as though fully set forth herein.

19 44. As alleged above, Defendant was unjustly enriched through unauthorized vacation payouts,
20 unaccounted for increases in base salary, unauthorized reimbursements and unauthorized longevity
21 payments. Defendant is required to reimburse the District for the unauthorized payments.
22 Defendant has failed and refused to do so and has therefore been unjustly enriched in an amount of
23 \$320,769.

24 45. The acceptance of and affirmative requests by Defendant for such compensation was
25 unreasonable, arbitrary, and a clear abuse of office and discretion.

1 46. Plaintiff seeks restitution from Defendant. The extent of the damage is at least \$320,769.

2 The exact amount shall be subject to proof at trial.

3 **THIRD CAUSE OF ACTION**

4 **Breach of Fiduciary Duty and Violation of Public Trust**

5 47. The Plaintiff hereby refers to and incorporates by reference the foregoing paragraphs 1 – 46
6 as though fully set forth herein.

7 48. Defendant was the highest ranking non-elected officer of the District. During all times he
8 was an employee, Defendant is charged with holding and reserving a public trust, and owed a
9 fiduciary duty to the District and its constituents, and must act in the interest and for the benefit of
10 the people they serve. These duties include the duties of undivided loyalty and allegiance to the
11 District he is obligated to serve, and the faithful execution of the public trust confided in him.

12 49. Defendant violated the public trust and breached his fiduciary duty to the District and its
13 taxpayers when he abused his position to award himself an excessive and wasteful compensation,
14 through unauthorized vacation payouts.

15 50. Defendant further violated the public trust and breached his fiduciary duty to the District
16 when he accepted the excessive and wasteful longevity payments.

17 51. Defendant breached his fiduciary duties owed to the District and its constituents by
18 directing staff who reported to him to issue him payments in violation of District policies and
19 procedures.

20 52. As the Superintendent of the District, Defendant had a duty to use due care and reasonable
21 diligence in authorizing and overseeing the expenditure of public funds.

22 53. As set forth above, Defendant failed to exercise due care and reasonable diligence by using
23 the District's P-card for purchases that were personal in nature, including paying for vacation
24 airfare for his entire family, purchasing alcohol, and purchasing meals in excess of the District's
25 meal allowance.

1 54. The District suffered, and continues to suffer, damages as a result of Defendant's breach of
2 duty of care.

3 55. The District and its constituents suffered damages as a result of Defendant's violation of
4 the public trust and breach of his fiduciary duties in excess of \$320,769.

5 56. The District seeks its damages and/or restitution from Defendant. The exact amount shall
6 be subject to proof at trial.

7 **FOURTH CAUSE OF ACTION**

8 **Fraud**

9 57. The Plaintiff hereby refers to and incorporates by reference the foregoing paragraphs 1 – 56
10 as though fully set forth herein.

11 58. As set forth above, Defendant defrauded the District by intentionally hiding the amount of
12 his true compensation received from the District.

13 59. As set forth above, without the approval or even the knowledge of the Board, Defendant
14 directed the District's General Counsel to file a Restraining Order in Defendant's name, for the
15 benefit of Defendant and his family. Defendant then directed District staff to pay the legal fees and
16 costs associated with the filing of the Restraining Order.

17 60. As set forth above, Defendant defrauded the District by intentionally misrepresenting his
18 right to the vacation payouts, reimbursements for his cable and internet bills, and the cumulative,
19 compounded, annual, retroactive longevity payments.

20 61. Upon information and belief, the Board relied on misrepresentations, and were thus
21 deprived of the motive and opportunity to challenge the wasteful compensation.

22 62. As set forth above, Defendant concealed or made false representation to the Board and the
23 public as to his true compensation.

24 63. Defendant is guilty of acting with oppression, fraud, and/or malice for his intentional
25 damage to the District and for the despicable conduct carried on by Defendant with a willful and
26 conscious disregard of the rights and public interest of the District.

1 64. On information and belief, the District relied on the misrepresentation, and was thus
2 deprived of the motive and opportunity to challenge the unauthorized and excessive compensation
3 given to Defendant.

4 65. Defendant's action caused damage to the District. The excessive compensation Defendant
5 awarded himself provided no use or benefit to the District and was wasteful expenditure of public
6 funds.

7 66. Defendant caused false and incomplete compensation information to be published to the
8 public in response to request for his salary information.

9 67. The acceptance of the longevity payments and vacation payouts was unreasonable,
10 arbitrary and clear abuse of discretion by Defendant.

11 68. The District seeks its damages and/or restitution from Defendant. The exact amount shall
12 be subject to proof at trial.

13 **FIFTH CAUSE OF ACTION**

14 **Violation of Government Code section 12650**

15 69. The Plaintiff hereby refers to and incorporates by reference the foregoing paragraphs 1 – 63
16 as though fully set forth herein.

17 70. The District is informed, believes and thereon alleges that Defendant violated the California
18 False Claims Act (Government Code Section 12650 *et seq.*) in connection with claims and
19 demands made for payment made by the District, including without limitation knowingly presented
20 or caused to be presented to the District claims for reimbursement for cable and internet service in
21 his home, claims of entitlement to pay for personal expenses using the District P-card, claims for
22 vacation payouts.

23 71. As a direct and proximate result of Defendants' false claims, the District has incurred
24 damages for its investigative costs in discovery of the false nature of Defendant's claims.

1 72. Pursuant to the provisions of the California False Claims Act, the District is entitled to
2 treble damages, the imposition of civil penalties of up to \$10,000 per false claim, attorneys' fees
3 and costs.

4 **SIXTH CAUSE OF ACTION**

5 **Unjust Enrichment**

6 73. The Plaintiff hereby refers to and incorporates by reference the foregoing paragraphs 1 – 72
7 as though fully set forth herein.

8 74. Defendant received in excess of \$320,769 from the District without having provided the
9 District a reasonable equivalent value of consideration.

10 75. Defendant has been unjustly enriched thereby.

11 76. Accordingly, the District seeks judgement against Defendant seeking return of all monies
12 that unjustly enriched Defendant.

13 **WHEREFORE**, the District prays for judgment against Defendant as follows:

- 14 1. A declaratory judgment that Defendant is required to reimburse the District for the
15 unauthorized compensation and reimbursements paid to Defendant;
16 2. For restitution of unauthorized payments;
17 3. For compensatory, consequential, incidental and general damages according to proof at
18 trial;
19 4. An order for treble damages for amounts found to have been obtained by Defendant in
20 violation of the False Claims Act (Government Code section 12650);
21 5. For attorney's fees and costs of suit incurred herein; and;
22 6. For such other and further relief as the Court deems just and proper.

23
24 DATED: July 14, 2016
25 MEDINA

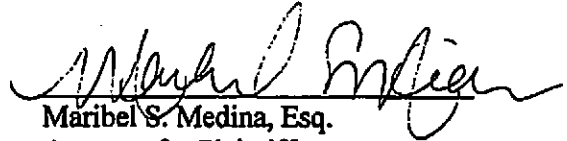
THE LAW OFFICES OF MARIBEL S.

1 DATED: July 14, 2016

THE LAW OFFICES OF MARIBEL S. MEDINA

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Maribel S. Medina, Esq.
Attorney for Plaintiffs,
Poway Unified School District

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DEMAND FOR JURY TRIAL

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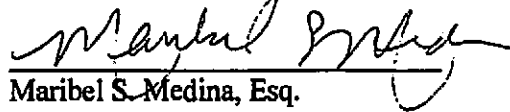
Plaintiff hereby demands a trial by jury.

9

DATED: July 14, 2016

THE LAW OFFICE OF MARIBEL S. MEDINA

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Maribel S. Medina, Esq.
Attorney for Plaintiffs,
Poway Unified School District

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EXHIBIT 1



VLS FORENSIC SERVICES
A PROFESSIONAL SERVICE OF VICENTI, LLOYD & STUTZMAN, LLP

Working together to build a culture of integrity and productivity within your workplace

POWAY UNIFIED SCHOOL DISTRICT

RESPECT
FOR THE INDIVIDUAL



HIGH ETHICAL
STANDARDS



INNOVATION
CREATIVITY
CHANGE



MUTUAL TRUST



UNEQUIVOCAL
EXCELLENCE

**REPORT ON JOHN COLLINS
FORENSIC ACCOUNTING**

JUNE 22, 2016



VICENTI ♦ LLOYD ♦ STUTZMAN^{LLP}
CPAs AND BUSINESS ADVISORS

June 22, 2016

Maribel S. Medina, Esq.
The Law Office of Maribel S. Medina
3710 Warner Drive
San Jose, CA 95127-4432

Dear Ms. Medina:

Thank you for the opportunity to be of assistance in the forensic accounting and financial investigation of certain transactions concerning John Collins, Superintendent of Poway Unified School District (the District), regarding payroll disbursements and other potential financial irregularities. You requested that Vicenti Lloyd & Stutzman LLP (VLS) conduct an independent, fact-finding, forensic accounting and financial investigation related to the compensation and other payments made to Mr. Collins. This report provides factual information related to the analysis and testing performed by VLS, and VLS does not express an opinion regarding the existence of fraud.

The purpose of this letter is to communicate to you our results based on the procedures performed and documents provided by the District. VLS's work was performed in accordance with the American Institute of Certified Public Accountants (AICPA) *Statement on Standards for Consulting Services No 1 (SSCS)*. This engagement does not include providing an opinion on the financial statements of the District.

PROCEDURES PERFORMED

VLS performed the following procedures related to this engagement:

- Conducted interviews of certain District employees to gain an understanding of certain operations of the District, including payroll, accounts payable, and information technology. These interviews were conducted on May 4, 2016 and included the following individuals:
 - Melavel Robertson Ed.D., Acting Superintendent and Associate Superintendent – Learning Support Services
 - Malliga Tholandi, Associate Superintendent – Business Support Services
 - Joy Ramiro, Director of Finance
 - Dawn Kale, Director of Information Technology, CCTO – Information Technology Department
 - Paula Rians, Payroll Supervisor – Personnel Support Services

- Conducted additional interviews of certain District employees on May 31, 2016, which included the following individuals:
 - Malliga Tholandi, Associate Superintendent – Business Support Services
 - Tracy Hogarth, Associate Superintendent – Personnel Support Services
 - Tina McDowell, Executive Assistant to the Superintendent
 - Paula Rians, Payroll Supervisor – Personnel Support Services
- Ongoing emails and discussions between District staff and VLS, as needed.
- Obtained certain District owned electronic devices used by Mr. Collins in his role as Superintendent. Computer devices were imaged, indexed, and search terms were applied to identify potentially relevant information. Other electronic devices were reviewed to identify potentially relevant information. All devices are currently in locked storage at VLS' office in Glendora, CA.
- Obtained certain financial information and supporting documents from the District related to Mr. Collins compensation, including, but not limited to, employment agreements, payroll documentation, B-warrants,¹ vacation accrual and usage information, vacation payout information, applicable Board policies, certificated management salary schedules, CalSTRS audit information, P-card documentation,² and Revolving Cash Fund (RCF)³ documentation.
- Identified and summarized all disbursements made to Mr. Collins for the period from July 2008 through December 2015 through payroll, RCF, and vendor disbursements (B-warrants).
- For payroll related compensation, performed the following procedures:
 - Summarized Mr. Collins' pay by type (base, longevity pay, etc.)
 - Compared base pay, including retroactive payments related to base pay, to the base pay approved in Mr. Collins' signed employment agreements
 - Requested, obtained, and reviewed supporting documentation (if available) related to increases in Mr. Collins' base pay
 - Verified that the various types of compensation paid to Mr. Collins (longevity pay, expense allowance, etc.) were approved in his employment agreements
 - Recalculated longevity pay
 - Requested, obtained, and reviewed supporting documentation (if available) for vacation payouts made to Mr. Collins
 - Requested, obtained, and reviewed supporting documentation (if available) for other compensation payments made to Mr. Collins

¹ B-Warrants is terminology commonly used by school districts when referring to check disbursements made to district vendors.

² "P-card" is an abbreviated version of "purchasing card." A purchasing card is a District credit card issued to an employee of the District for the purpose of making authorized purchases on the District's behalf.

³ The Revolving Cash Fund is similar to a petty cash account.

- For B-warrant disbursements, performed the following procedures:
 - Obtained a listing of all District B-warrants for the period from July 2008 through April 2016
 - Identified all payments made to Mr. Collins through a B-warrant⁴
 - Requested, obtained, and reviewed supporting documentation (if available) for all disbursements made
 - Determined whether payments made to Mr. Collins had supporting documentation, appeared appropriate, and were consistent with the terms of his employment agreement

- For P-card charges, performed the following procedures:
 - Requested P-card statements for the card issued to Mr. Collins for the period from July 2008 through April 2016
 - Obtained and reviewed the P-card statements for the period from June 2013 through April 2016⁵
 - Obtained and reviewed a copy of the P-card use policy
 - Selected a sample of P-card transactions and requested supporting documentation (included in the sample transactions those that appeared to be personal in nature)
 - Reviewed the supporting documentation to determine if the sample transactions were supported,⁶ appeared to be appropriate and in conformance with the District's policy on use of P-cards, and were consistent with the terms of Mr. Collins' employment agreement

- For RCF disbursements, performed the following procedures:
 - Requested a report of all activity in the RCF for the period from July 2008 through April 2016⁷
 - Obtained and reviewed a copy of the RCF District policy
 - Identified all disbursements made to Mr. Collins through the RCF and requested supporting documentation
 - Reviewed the supporting documentation to determine if the disbursements were supported,⁶ appeared to be appropriate and in conformance with the District's policy on the use of the RCF, and were consistent with the terms of Mr. Collins' employment agreement

⁴ According to the first interviews conducted on May 4, 2016, disbursements to Mr. Collins through a B-warrant would generally be for a business travel related expense reimbursement.

⁵ According to the District, P-card statements for the period from July 2008 through May 2013 were destroyed according to the District's document retention policy.

⁶ The transaction would be supported if there was documentation (receipt, invoice, etc.) included with the disbursement to identify the nature and business purpose of the disbursement.

⁷ According to the interviews conducted on May 4, 2016, the RCF is similar to a petty cash account, and the transactions are tracked using QuickBooks.

A. RESULTS OF COMPENSATION TESTING

For the purposes of this analysis, compensation includes anything paid to Mr. Collins through payroll; including, base pay, retroactive payments, longevity pay, doctoral stipend, expense allowance, and CalSTRS service credits. Any payments to Mr. Collins related to vacation usage or payouts is discussed in section **B. Results of Vacation Accrual and Usage Testing** (beginning on page 12). For the purpose of this report, VLS has completed the analysis on Mr. Collins' base pay, longevity pay, and retroactive payments that relate to his base pay and longevity pay. See page 7 for a summary table of the results of the analysis performed on Mr. Collins' base pay. See page 11 for a summary table of the results of the analysis performed on Mr. Collins' longevity pay.

VLS summarized total compensation paid to Mr. Collins by calendar year, which was reconciled to his compensation reported on his W-2s (**Attachment 1**). VLS then summarized Mr. Collins total compensation by fiscal year for comparison to his employment agreements (**Attachment 2**). Included below is a summary of Mr. Collins' compensation from each of his employment agreements.

- 1) Deputy Superintendent Employment Agreement
 - a. Signed: July 24, 2001
 - b. Term: September 1, 2001 – August 31, 2005
 - c. Salary: \$159,600 per year
 - d. The board reserves the right to increase the annual salary for the Deputy Superintendent
 - e. The Deputy Superintendent shall be paid \$800 each month to defray the cost of routine business expenses

- 2) Deputy Superintendent Modification to Employment Agreement
 - a. Signed: June 27, 2005
 - b. Term: July 1, 2005 – June 30, 2009
 - c. The Deputy Superintendent shall receive the same annual salary percentage increases as other certificated management employees of the District
 - d. The Deputy Superintendent shall receive all other salary enhancements received by other certificated management personnel in the District, including, but not limited to, longevity step increases and stipends for earned graduate degrees

- 3) Deputy Superintendent Modification to Employment Agreement
 - a. Signed: June 25, 2007
 - b. Commencing July 1, 2007, and continuing for the period covered by this Agreement, a step schedule of 5% shall be applied to the Deputy Superintendent's base salary contingent upon the Deputy Superintendent receiving an overall rating of at least satisfactory on his annual performance evaluation for the preceding year of employment
 - c. The step schedule of 5% replaced the language indicated in 2c above

- 4) Deputy Superintendent Modification to Employment Agreement
 - a. Signed: June 23, 2008
 - b. Term: July 1, 2010 – June 30, 2012
 - c. This was an extension of his contract for an additional two years
 - d. There were no modifications made to his compensation or compensation related benefits

- 5) Superintendent Employment Agreement
 - a. Signed: February 22, 2010
 - b. Term: July 1, 2010 – June 30, 2014
 - c. Salary: \$235,000 per year
 - d. The Board reserves the right to increase the annual salary for the Superintendent
 - e. The Superintendent shall receive the same cost of living salary percentage increases as the other certificated management employees and any salary stipend granted to other certificated management employees, including, but not limited to longevity step increases and a stipend for possession of an earned graduate degree
 - f. The District shall make annual contributions to the appropriate legal limit on the Superintendent's behalf to a deferred compensation account selected by the Superintendent and/or compensate the Superintendent according to the State Teachers Retirement System (STRS) schedule below:
 - i. Year 1 – Equivalent to $\frac{3}{4}$ year credit for service
 - ii. Year 2 – Equivalent to $\frac{3}{4}$ year credit for service
 - iii. Year 3 – Equivalent to $\frac{3}{4}$ year credit for service
 - iv. Year 4 – Equivalent to 1 year credit for service

- 6) Superintendent Modification to Employment Agreement
 - a. Signed: September 12, 2011
 - b. Term: Extension of contract for one additional year to June 30, 2015
 - c. No modifications made to salary or other compensation benefits

- 7) Superintendent Employment Agreement
 - a. Signed: April 23, 2014
 - b. Term: July 1, 2014 – June 30, 2017
 - c. Salary: \$297,735 per year
 - d. This annual salary shall be effective for the term of this Agreement, unless increased by action of the Board
 - e. Superintendent shall be entitled to all benefits applicable to non-represented certificated twelve-month managers as an incident to their employment relationship with the Board, including, but not limited to, longevity step increases and graduate degree stipends

Base Pay

For each fiscal year, VLS identified the total base pay paid to Mr. Collins, including retroactive payments made on his base pay. VLS compared Mr. Collins' total base pay to the annual salary identified in his employment agreement for the first year of each employment agreement. For

subsequent years, VLS calculated the percentage increase in Mr. Collins' base pay and compared it to the terms of his employment agreement to determine if the increase appeared appropriate. Where appropriate, VLS requested additional supporting documentation from the District.

Table 1, which starts on page 7, includes the actual base pay paid to Mr. Collins and the analysis performed by VLS. The table includes the following information:

- **Base Pay** – The total base salary paid to Mr. Collins for the fiscal year indicated
- **Retro Pay** – The total retroactive pay paid to Mr. Collins that was related to his base pay compensation
- **Total Pay** – The total base salary paid to Mr. Collins for the fiscal year indicated
- **Percentage Change from Prior Fiscal Year** – The percentage change in Mr. Collins' total base salary as calculated by VLS; a percentage increase was not calculated for years in which Mr. Collins signed a new contract and a new base salary was effective
- **VLS Recalculated Base** – The base salary that Mr. Collins' should have received based on the terms of his effective contract and the supporting documentation provided by the District
- **Description** – An explanation of how VLS calculated Mr. Collins' base pay for each fiscal year and the reason for any differences identified
- **Over/(Under) Payment** – The difference between what Mr. Collins was actually paid for his base salary and what VLS calculated Mr. Collins should have been paid

The purpose of Table 1 is to provide a summary of the differences between what Mr. Collins received for his base pay compared to what he should have received according to the terms of his employment agreements and based on available supporting documentation.

Table 1: Summary of Base Pay Recalculation and Variances

Year	Per Employee Paystubs			VLS ANALYSIS			
	Base Pay	Retro Pay	Total Pay	Percentage Change from Prior Fiscal Year	VLS Recalculated Base	Description	Over/(Under) Payment
2007/08	\$ 193,068.00	\$	\$ 193,068.00	Not Applicable	\$ 193,068.00	VLS did not analyze Collins' base salary paid this year; it was used as a starting point to analyze the salary increase received in 2008/09	\$ -
2008/09	201,458.25	762.75	202,221.00	4.74%	193,068.00	Collins received a 4.74% increase and his contract specifies that a step schedule of 5% will be applied to his base salary contingent upon receiving an overall rating of at least satisfactory on his annual performance evaluation for the preceding year of employment; VLS has not received documentation to show that Collins received an overall rating of at least satisfactory on his performance evaluation ^a	9,153.00
2009/10	206,382.96		206,382.96	2.06%	193,068.00	Collins received a 2.06% increase and his contract specifies that a step schedule of 5% will be applied to his base salary contingent upon receiving an overall rating of at least satisfactory on his annual performance evaluation for the preceding year of employment; VLS has not received documentation to show that Collins received an overall rating of at least satisfactory on his performance evaluation ^a	13,314.96

^a According to Mr. Collins' employment agreement, he was eligible for a step increase of 5% if he received an overall rating of at least satisfactory on his performance evaluation for the previous year of employment (see summary of Deputy Superintendent Modification to Employment Agreement signed June 25, 2007 and effective beginning July 1, 2007 on page 4). VLS requested documentation to show that Mr. Collins met the requirements of his contract (an overall rating of at least satisfactory on his annual performance evaluation for the preceding year of employment) in order to receive the step increase. According to Malliga Tholandi, Associate Superintendent – Business Support Services, there is no written documentation to show the rating received by Mr. Collins or that the Board approved the pay increase. Ms. Tholandi indicated that Mr. Collins' performance evaluation results are discussed between the Board and Mr. Collins in closed session. Upon completion of the discussion, the Associate Superintendent – Personnel Support Services (who at the time was Bill Chiment), would be called into the closed session meetings and the Board would verbally communicate the increase approved for Mr. Collins. Mr. Chiment would then verbally communicate this to the payroll department. However, at the time that these raises occurred, Mr. Collins was the Deputy Superintendent, a position which reported directly to the Superintendent. Therefore, it seems that Mr. Collins would have received his performance evaluations from the Superintendent and not the Board, and there should be a documented performance evaluation. Because VLS was not provided with any documentation to support that Mr. Collins met the requirements of his contract, VLS calculated that he should not have received a raise in 2008/09 and 2009/10.

Per Employee Paystubs				VLS ANALYSIS			
Year	Base Pay	Retro Pay	Total Pay	Percentage Change from Prior Fiscal Year	VLS Recalculated Base	Description	Over/(Under) Payment
2010/11	275,721.75	(569.40)	275,152.35	New Contracted Base Pay	235,000.00	New contract signed which provides for an annual salary of \$235,000 ⁹	40,152.35
2011/12	224,895.00	-	224,895.00	-18.27%	224,895.00	Collins received an 18.27% reduction from the previous fiscal year, which was a 4.3% reduction from the salary specified in his contract for 2010/11 (\$235,000); the contract signed on 2/22/2010, which was effective beginning 7/1/2010, indicates that Collins shall receive the same cost of living salary percentage increases as other certificated management employees; certificated management received a 4.3% reduction in 2011/12	
2012/13	234,999.96	-	234,999.96	4.49%	235,000.00	Collins received a 4.49% increase from the previous fiscal year; his contract states that he shall receive the same cost of living salary percentage increases as other certificated management employees; certificated management received a reinstatement of the 4.3% reduction that occurred in the prior fiscal year.	(0.04)

⁹ The difference shown of \$40,152.35 may be related to additional compensation paid to Mr. Collins for "Retirement Service Credit" which was included in his contract signed February 22, 2010 and effective beginning July 1, 2010. VLS did not completed an analysis on the retirement service credits paid to Mr. Collins, therefore, we are not able to provide a conclusion on whether this was an overpayment. On March 18, 2010, Mr. Collins received a payment of \$50,298 (gross), which was classified in the payroll system as an employee award (see Attachment 2). According to Paula Rians, Payroll Supervisor, this payment was for the retirement service credit paid to Mr. Collins under his employment agreement. Ms. Rians stated that it was classified to the wrong earnings code as it was supposed to count toward Mr. Collins' STRS income. To correct this error, the employee award was deducted in 12 equal monthly installments of \$4,191.50 (for a total of \$50,298) to net the employee award to \$0. To offset these deductions and record the retirement service credit to a STRS eligible earnings code, Mr. Collins' monthly base salary was increased. However, the increase to Mr. Collins' base salary was only \$40,152 above his contracted salary of \$235,000. The difference between the employee award of \$50,298 and the increase to his base of \$40,152 is \$10,146. At this time, VLS does not know the reason for this variance and additional analysis would be required.

Year	Per Employee Paystubs			VLS ANALYSIS		
	Base Pay	Retro Pay	Total Pay	VLS Recalculated Base	Description	Over/(Under) Payment
2013/14	236,770.32	2,664.75	239,435.07	239,700.00	Collins received a 1.89% increase from the previous fiscal year; his contract states that he shall receive the same cost of living salary percentage increases as other certificated management employees, effective 7/1/13 and 1% increase effective 1/1/14; VLS applied a 1.5% increase to Collins' salary for the first 6 months of the fiscal year and an additional 1% (not compounded) to the remaining 6 months of the year	(264.93)
2014/15	297,735.00		297,735.00	297,735.00	New contract signed which provides for an annual salary of \$297,735	
2015/16	305,178.00	7,443.00	312,621.00	297,735.00	Collins received a 5% increase from the previous fiscal year; the contract effective for this year indicates that the salary of \$297,735 shall be effective for the term of the agreement (through June 30, 2017) unless increased by action of the Board; VLS has not received documentation to show that the Board took action to increase his salary ¹⁰	14,886.00
Total	\$ 2,176,209.24	\$ 10,301.10	\$ 2,186,510.34	\$ 2,109,269.00		\$ 77,241.34

¹⁰ VLS spoke with Ms. Tholandi regarding the 5% increase in this fiscal year. According to Ms. Tholandi, all employees represented by Association of Poway School Managers (APSM) received a 4% increase effective July 1, 2015 (the Board agenda item was provided to VLS). Ms. Tholandi indicated that Mr. Collins is part of APSM and would receive the same increase. VLS inquired further with Paula Rians, Payroll Supervisor, to understand the difference between the 4% increase approved for APSM employees versus the total 5% increase paid to Mr. Collins in 2015/16. According to Ms. Rians, the retroactive payment of \$7,443 was for a Board approved 2.5% increase for all APSM employees retroactive to July 1, 2014. Therefore, this retroactive payment, although paid in 2015/16 was related to Mr. Collins' 2014/15 base salary. Additionally, this increased Mr. Collins' base salary for 2015/16 by 2.5%. Because Mr. Collins had signed a new employment contract for 2014/15, which specified his annual salary was to be \$297,735 (an increase of approximately 2.4% from 2013/14), it does not seem appropriate that Mr. Collins would also get the percentage increase approved for APSM employees. Ms. Rians also indicated that Mr. Collins received the 4% increase approved by the Board on December 15, 2015 for all APSM employees, effective back to July 1, 2015. The actual payments for 2015/16 include paystubs through December 2015 only; therefore, this additional 4% increase does not appear in the analysis above. Based on the language of Mr. Collins' contract, it is not evident that Mr. Collins should receive pay increases that APSM employees receive (see summary of the Superintendent contract signed April 23, 2014 and effective beginning on July 1, 2014 on page 5).

Longevity Pay

According to Mr. Collins' Deputy Superintendent Employment Agreement signed June 27, 2005 and effective July 1, 2005, Mr. Collins was to receive "all other salary enhancements received by other certificated management personnel in the District, including, but not limited to, longevity step increases." According to Mr. Collins' Superintendent Employment Agreement signed February 22, 2010 and effective July 1, 2010, Mr. Collins was to receive "any salary stipend granted to other certificated management employees, including, but not limited to longevity step increases." The District provided a copy of Board Policy 4.403 – Management Salary Schedule, which provided the following longevity step percentages:

Longevity Steps
2.5% increase at the conclusion of ten (10) years of service
2.5% increase at the conclusion of fifteen (15) years of service
2.5% increase at the conclusion of twenty (20) years of service
2.5% increase at the conclusion of twenty-five (25) years of service

According to Paula Rians, Payroll Supervisor, the longevity pay percentage is compounded; therefore, each step increase is added to the previous step increase (i.e., 2.5% + 2.5% = 5.0% paid at the conclusion of 15 years of service) and is paid on the employee's base pay as well as on the increase received from the previous step(s). Additionally, the longevity pay is paid each year at the compounded rate based on the years of service. For example, after the conclusion of 20 years of service, an employee receives an additional 7.50% on top of their base pay (2.5% + 2.5% + 2.5%).¹¹ This is paid each year until reaching the next step increase. Based on the interviews conducted by VLS, the longevity pay calculation is performed the same for all eligible District employees, including Mr. Collins.¹²

VLS inquired with the San Diego County Office of Education (the County) regarding whether they have had any involvement in determining or have knowledge regarding the typical formula used to calculate longevity pay. The County responded that the interpretation and implementation of district local agreements (either collective bargaining agreements or contracts) are done at the local level. Districts do not get direction from the County on how to interpret or implement their local agreements.

Through inquiry of VLS employees and partners that are experienced with K-12 school districts, it was communicated that it is not unusual to have a compounding formula for longevity pay. However, there is nothing in the District policy provided to VLS that states the longevity steps should be or are compounding. Additionally, there is nothing in the policy that states the longevity pay should be paid annually.

Through the email review conducted, VLS identified an email dated December 3, 2015 between Mr. Collins and Ms. Tholandi in which Mr. Collins asks Ms. Tholandi for the impact of

¹¹ Because the formula is compounded, the actual percentage paid to someone after 20 years of service is 7.70% of their base pay.

¹² VLS did not perform procedures to verify that the longevity calculation used for other eligible employees was the same as that used for Mr. Collins.

increasing the longevity pay percentages for steps two through four (see Attachment 3). The longevity step increases suggested by Mr. Collins were: +3.0% at 15 years, +3.5% at 20 years, and +4.0% at 25 years.

It is uncommon for the Superintendent's contract to include a clause that he receive the same salary adjustments and benefits as the administrative management group (certificated management) as this results in him bargaining for benefits that directly impact his compensation, which could be perceived as a conflict of interest. Mr. Collins would have directly benefitted from any increases to the longevity pay steps discussed in the email mentioned above.

VLS identified the total longevity pay paid to Mr. Collins, including retroactive payments made on his longevity pay. VLS recalculated Mr. Collins' longevity pay excluding the compounding aspect used by the District. Additionally, VLS assumes that the longevity pay should have been paid only for the one fiscal year in which the longevity step "years of service" was reached. According to information provided by the District, Mr. Collins' hire date was July 12, 1989. Therefore, Mr. Collins would have reached the "years of service" indicated in the longevity pay policy at the dates listed below:

- 10 years of service: July 12, 1999
- 15 years of service: July 12, 2004
- 20 years of service: July 12, 2009
- 25 years of service: July 12, 2014¹³

Table 2 provides a summary of the difference between what Mr. Collins was actually paid for longevity pay and what VLS calculated he should have been paid for longevity pay based on the language in the Board Policy and his contracts.¹⁴

Table 2: Summary of Longevity Pay Recalculation and Variances

Year	PER EMPLOYEE PAYSTUBS			VLS ANALYSIS	
	Longevity	Retro - Longevity	Total Longevity	VLS Recalculated Longevity Pay	Over/(Under) Payment
2008/09	\$ 10,198.94	\$ 38.62	\$ 10,237.56	\$ -	\$ 10,237.56
2009/10	15,417.19	451.73	15,868.92	5,159.57	10,709.35
2010/11	17,333.01	-	17,333.01	-	17,333.01
2011/12	17,292.36	-	17,292.36	-	17,292.36
2012/13	18,069.36	-	18,069.36	-	18,069.36
2013/14	18,205.44	204.86	18,410.30	-	18,410.30
2014/15	30,908.76	-	30,908.76	7,443.38	23,465.39
2015/16*	15,849.56	722.68	16,572.24	-	16,572.24
Total	\$143,274.62	\$ 1,417.89	\$144,692.51	\$ 12,602.95	\$132,089.56

*Only the first half of the fiscal year, which is July to December 2015, is presented here.

¹³ Mr. Collins received the 20-year and 25-year longevity step increases on July 1, 2009 and July 1, 2014, respectively. For the purpose of the VLS recalculation, VLS assumed that the effective dates used by the District were appropriate.

¹⁴ This calculation assumes that the longevity pay does not increase his base pay, and is paid as a separate component of his total compensation.

The VLS calculation shows that Mr. Collins should have been paid only 2.5% of his base pay in 2009/10 and 2014/15 only, which is when he completed 20 years of service and 25 years of service, respectively. This results in an estimated overpayment by the District to Mr. Collins of \$132,089.56.

B. RESULTS OF VACATION ACCRUAL AND USAGE TESTING

Included below is a summary of Mr. Collins' vacation allowance from his employment agreements. Employment agreement modifications were not included as they did not modify the terms of Mr. Collins' vacation allowance.

- 1) Deputy Superintendent Employment Agreement
 - a. Signed: July 24, 2001
 - b. Term: September 1, 2001 – August 31, 2005¹⁵
 - c. Vacation Allowance: 22 days of annual vacation (176 hours)
 - d. No more than 22 vacation days may be carried over from one year to the succeeding year (176 hours)
 - e. Shall not accumulate more than 44 days of vacation (352 hours)

- 2) Superintendent Employment Agreement
 - a. Signed: February 22, 2010
 - b. Term: July 1, 2010 – June 30, 2014
 - c. Vacation allowance: 30 days of annual vacation (240 hours)
 - d. No more than 30 vacation days may be carried over from one year to the succeeding year (240 hours)
 - e. Shall not accumulate more than 60 days of vacation (480 hours)

- 3) Superintendent Employment Agreement
 - a. Signed: April 23, 2014
 - b. Term: July 1, 2014 – June 30, 2017
 - c. Vacation allowance: 30 days of annual vacation (240 hours)
 - d. Unused vacation days will accrue on an annual basis as long as the Superintendent's accrued vacation time [does not] reach 60 days (480 hours)
 - e. The Superintendent will cease to accrue further vacation days until the accrued vacation time falls below 60 days (480 hours)

For each fiscal year from 2008/09 through 2015/16, VLS obtained from the District the vacation accrual and usage information for Mr. Collins (Attachment 4). Through the review of email and text messages, VLS identified days that Mr. Collins purportedly took vacation that were not recorded as a vacation day in the accrual information provided by the District. Additionally, VLS requested and obtained documentation related to each vacation payout made to Mr. Collins. On

¹⁵ There were three modifications to Mr. Collins' Deputy Superintendent Employment Agreement, which are summarized beginning on page 4. The modifications extended Mr. Collins' contract with the District; however, there were no modifications made to his vacation allowance until the Superintendent Employment Agreement signed on February 22, 2010.

July 1, 2008, Mr. Collins had a beginning vacation balance of 140.64 hours. Using this as the beginning balance, VLS recalculated Mr. Collins' vacation accrual and balance.

Table 3, which is included on page 14, is a summary of the vacation allowance (in hours) recalculated by VLS and provides the following information:

- **Beginning Balance** – The beginning balance for 2007/08 was taken from the documentation provided by the District and was used as the starting point for VLS. For subsequent years, VLS recalculated the beginning balance based on the terms of Mr. Collins' employment agreements, the reported used vacation, additional vacation days identified by VLS, and the vacation payouts.
- **Earned (Accrued)** – Total annual vacation allowance per Mr. Collins' employment agreements. According to the interviews conducted, the total annual vacation allowance is available to District employees on July 1 of the fiscal year. If an employee leaves the District before the fiscal year is over, a calculation is performed to pro-rate the earned vacation for the period of time that the employee worked. In fiscal year 2015/16, VLS calculated Mr. Collins' vacation balance assuming he earned the full annual allowance of 240 hours (30 days); however, if Mr. Collins' employment is terminated prior to June 30, 2016, the earned vacation will need to be recalculated based on his last date of employment.
- **Used (Per District)** – The total vacation hours used by Mr. Collins in that fiscal year as reported by the District.
- **Additional Days Used (Identified by VLS)** – Additional days off taken by Mr. Collins that were not reported as vacation days in the accrual information provided by the District. These additional days off were identified by VLS through the email and text review.¹⁶
- **Payout** – The total vacation hours paid to Mr. Collins in that fiscal year.
- **Ending Balance** – Recalculated ending balance of Mr. Collins' vacation hours.

¹⁶ VLS identified an email dated June 19, 2015 from Tina McDowell to various District employees, including Mr. Collins (Attachment 5). The email stated, "Please take a moment to review the attached vacation schedule and let me know if I have your vacation dates listed incorrectly. These are the dates that will be listed in John's calendar." Attached to the email was a Microsoft Word document titled "Vacation Schedule 2015." According to the vacation schedule, Mr. Collins was scheduled to take vacation every business day in July 2015 except for Friday, July 3rd, which was a District holiday. The vacation accrual information provided by the District (Attachment 4) showed that Mr. Collins reported only 10 days of vacation and 2 sick days in July 2015. VLS calculated that Mr. Collins used an additional 10 days (80 hours) of vacation in 2015/16. Additionally, on April 22, 2016, Mr. Collins sent a text message to his wife indicating that he was not going to work that day unless something came up (Attachment 12). This day was not reported as a vacation day in the vacation accrual information provided by the District; therefore, VLS calculated that Mr. Collins used an additional one day (8 hours) of vacation in 2015/16. In total, VLS calculated that Mr. Collins used a total of 11 additional vacation days (88 hours) in 2015/16.

- **Less: Hours Over Carryover Cap** – According to Mr. Collins’ employment agreements, there was a cap on how many vacation days could be carried over at the end of the year. For 2007/08 through 2009/10, the cap was 22 days (176 hours). For 2010/11 through 2013/14, the cap was 30 days (240 hours). For 2014/15 and 2015/16, his employment agreement indicates that his accrued vacation shall not exceed 60 days (480 hours), but does not specify a carryover limit.
- **Calculated Carryover Balance** – The number of vacation hours that Mr. Collins could carry over to the next fiscal year based on the terms of his employment agreement.

The purpose of Table 3 is to summarize Mr. Collins’ vacation accrual balance based on the terms of his employment agreements, the vacation used (reported by the District and identified by VLS), and the vacation that was cashed out. VLS calculated the annual accrual and carryover balance based on the allowance and limits written in his employment agreements. Based on the analysis performed, Mr. Collins has a negative vacation balance of 445.68 hours (55.71 days).

Table 3: Vacation Allowance Recalculation – Per Terms of Contract (Presented in Hours)

Fiscal Year	Beginning Balance	Earned (Accrued)	Used (Per District)	Additional Days Used (Identified By VLS)	Vacation Payout	Ending Balance	Less: Hours Over Carryover Cap	Calculated Carryover Balance
2007/08	140.64	176.00	(311.50)	-	-	5.14	-	5.14
2008/09	5.14	176.00	(156.00)	-	-	25.14	-	25.14
2009/10	25.14	176.00	(96.00)	-	-	105.14	-	105.14
2010/11	105.14	240.00	(96.00)	-	-	249.14	(9.14)	240.00
2011/12	240.00	240.00	(156.00)	-	-	324.00	(84.00)	240.00
2012/13	240.00	240.00	(188.00)	-	(80.00)	212.00	-	212.00
2013/14	212.00	240.00	(208.00)	-	(176.50)	67.50	-	67.50
2014/15	67.50	240.00	(64.00)	-	(513.18)	(269.68)	-	(269.68)
2015/16	(269.68)	240.00	(168.00)	(88.00)	(160.00)	(445.68)	-	(445.68)

Mr. Collins’ vacation balance went negative in fiscal year 2014/15 after he took a vacation payout of 513.18 hours (64.1475 days) on July 1, 2014. According to the vacation accrual information provided by the District, Mr. Collins had a vacation carryover from fiscal year 2013/14 of 513.18 hours (64.1475 days).¹⁷ However, based on the calculation performed by VLS, Mr. Collins’ carryover should have been 67.50 hours (8.4375 days). Mr. Collins’ vacation balance went even further into the negative in 2015/16 as he continued to take vacation and took an additional vacation payout.

As of April 2016, the District shows that Mr. Collins has a vacation balance of 88.02 hours (11.0025 days); however, VLS calculated an ending balance of negative 445.68 hours (55.71 days). This is a total difference of 533.70 hours (66.7125 days).

The purpose of Table 4 is to summarize the variances identified in the vacation accrual analysis that resulted in this difference.

¹⁷ According to the interview of Malliga Tholandi on May 31, 2016, this vacation payout was made because Mr. Collins signed a new contract with the District and this was to pay out his excess vacation before the new contract. According to the interview of Paula Rians on May 31, 2016, this payout was supposed to be made on June 30, 2014.

Table 4: Variances Identified in Vacation Allowance (Presented in Hours)

Fiscal Year	Description	Hours
2007/08	Over-accrual of vacation allowance: Contract allowed 176 hours and District accrued 208 hours	32.00
2008/09	Over-accrual of vacation allowance: Contract allowed 176 hours and District accrued 208.01 hours	32.01
2009/10	Over-accrual of vacation allowance: Contract allowed 176 hours and District accrued 208 hours	32.00
2010/11	Loss of 9.14 hours due to cap on carryover balance which was not enforced by the District	9.14
2011/12	Loss of 84.00 hours due to cap on carryover balance which was not enforced by the District	84.00
2012/13	Vacation payout of 80 hours was not recorded in the vacation tracking software	80.00
2013/14	Vacation payout of 176.50 hours was not recorded in the vacation tracking software	176.50
2015/16	Additional 88 hours of vacation used by Mr. Collins that was not reported	88.00
Total		533.65

Included in the vacation recalculation performed by VLS is four separate vacation payouts taken by Mr. Collins. There is no language in Mr. Collins' employment contract that specifically addresses vacation payout. His contracts state that, in the event of termination of the agreement, Mr. Collins' shall be entitled to compensation for all unused accrued vacation, not to exceed his vacation accrual cap (44 or 60 days).

Table 5 summarizes the vacation payouts paid to Mr. Collins. The far right column (Notes) makes reference to notes included after the table. The notes provide further explanation on each vacation payout based on statements made by Ms. Tholandi during her interview on May 31, 2016.

Table 5: Summary of Vacation Payouts to Mr. Collins

Per District Records					
Date of Vacation Payout	Hours Paid	Days Paid	Daily Rate	Actual Amount Paid	Notes
8/31/2012	80.00	10.00	\$ 1,037.17	\$ 10,371.70	(a)
3/28/2014	176.50	22.10	1,047.54	23,150.63	(b)
7/1/2014	513.18	64.15	1,359.20	87,189.28	(c)
11/30/2015	160.00	20.00	1,387.29	27,745.80	(d)
Total		929.68		\$ 148,457.42	

(a) The District did not have any supporting documentation for this vacation payout other than Mr. Collins' paystub. According to Ms. Tholandi, there would have been an email or memo to Tracy Hogarth or Bill Chiment, Ms. Hogarth's predecessor. Ms. Tholandi stated that there should have been a document for payroll to issue the check to Mr. Collins. When asked if Ms. Tholandi was involved in the transaction, she stated that, if Ms. Hogarth or Mr. Chiment had not signed off on the payout, and the request came through her office, then she would have signed off on it.

- (b) The District provided the supporting documentation included at **Attachment 6**. Ms. Tholandi stated that Ms. Hogarth's signature was at the bottom of the document, as well as her own. The handwritten note that states "current balance" is Mr. Collins' writing. Ms. Tholandi indicated that employees can use MyPlan (the vacation tracking tool used by the District) to check their vacation balance. According to Ms. Tholandi, Mr. Collins would have looked at his vacation balance and noted that he had 593 hours available. Ms. Tholandi stated that each person can carry over one year of vacation and anything over is excess. Mr. Collins would have showed Ms. Tholandi his vacation balance or Ms. Tholandi would have checked the balance herself and then she would have asked Ms. Rians to issue a check to Mr. Collins. According to Ms. Tholandi, this vacation payout would have been initiated by Mr. Collins when he checked his vacation balance in MyPlan.

Ms. Tholandi stated that sometimes she would check Mr. Collins' vacation balance, but Ms. Rians would "definitely" check Mr. Collins' vacation balance. Sometimes Mr. Collins would have his assistant, Ms. McDowell, confirm his vacation balance. Mr. Collins would then talk with Ms. Rians, Ms. Hogarth, or Ms. Tholandi regarding receiving a payout. According to Ms. Tholandi, either she or Ms. Hogarth can approve Mr. Collins' vacation payouts.

Ms. Tholandi stated that employees do not lose the vacation that is earned, and it is their "earned right" to that vacation. According to Ms. Tholandi, the District has noticed that staff and directors have excess vacation on the books. Ms. Hogarth will occasionally send a memo to those with excess vacation and inquire about any plans to use excess vacation.

- (c) The District provided the supporting documentation included at **Attachment 7**. Ms. Tholandi stated that it appeared that Mr. Collins had received a new contract that went into effect in 2014, and this vacation payout looks like a payment of Mr. Collins' excess vacation from his previous contract. When asked if she recalled how the payout was initiated, Ms. Tholandi stated that she did not remember if it was Mr. Collins that asked for the payout. Ms. Tholandi indicated that the supporting document looks like something that was prepared by the payroll department. The handwritten note that says "OK" is Mr. Collins' writing with his signature underneath. Ms. Tholandi indicated that her signature is at the bottom of the document.
- (d) The District provided the supporting documentation included at **Attachment 8**. Ms. Tholandi indicated that she remembered this vacation payout. According to Ms. Tholandi, Ms. Rians was in training as the District was moving to a new payroll system, PeopleSoft, and Ms. Hogarth was not in the office. Mr. Collins went to Ms. Tholandi and indicated that he would like his excess vacation paid, which was 20 days. Ms. Tholandi told Mr. Collins that she would see what she could do. Ms. Tholandi emailed Ms. Rians and Ms. Hogarth regarding Mr. Collins' request. Ms. Rians responded that payroll had already been posted for the month and there was no way to get another payroll check for Mr. Collins for the payout. Ms. Tholandi stated to VLS that the District has the ability to write checks from the Revolving Cash Fund (RCF). Ms. Tholandi said that it can be used for emergencies and provided an example of a mistake happening when processing payroll. According to Ms. Tholandi, in this case, she wrote to the Director of Finance, Joy Ramiro, and asked if a check could be issued to Mr. Collins for \$17,000 for this vacation payout.

According to Ms. Tholandi, Ms. Rians would have performed the calculation to determine the net amount to be paid to Mr. Collins. Ms. Tholandi did not recall when or how Ms. Rians did the calculation, but Ms. Rians told Ms. Tholandi that the amount should be \$17,000. Ms. Tholandi said that she delivered the check to Mr. Collins. Ms. Tholandi stated that Ms. Rians and Ms. Ramiro did what was needed to ensure the amount was reflected in Mr. Collins' W-2.

When asked, Ms. Tholandi indicated that no other employees had been paid through the RCF for vacation payouts. When asked about the urgency in issuing a check to Mr. Collins, Ms. Tholandi stated that Mr. Collins volunteered the information and told Ms. Tholandi that he needed the money to pay an attorney he had retained.

In Table 6, VLS calculated Mr. Collins' vacation balance assuming the Board takes the position that the vacation payouts are void and Mr. Collins owes the full payout amount of \$148,457.41 back to the District. In this scenario, Mr. Collins would have a vacation balance that is owed to him for the period through the end of his employment with the District.

The vacation allowance calculation shown in Table 6 excludes the vacation hours paid to Mr. Collins via the four payouts made. Mr. Collins would have a vacation balance of 224 hours (28 days) as of June 30, 2016. In this scenario, Mr. Collins loses 353.14 hours (44.1425 days) due to the cap in the carryover.

Table 6: Vacation Allowance Recalculation – Excludes Vacation Payouts (Presented in Hours)

Fiscal Year	Beginning Balance	Earned (Accrued)	Used (Per District)	Additional Days Used (Identified By VLS)	Ending Balance	Less: Hours Over Carryover Cap	Revised Carryover Balance
2007/08	140.64	176.00	(311.50)	-	5.14	-	5.14
2008/09	5.14	176.00	(156.00)	-	25.14	-	25.14
2009/10	25.14	176.00	(96.00)	-	105.14	-	105.14
2010/11	105.14	240.00	(96.00)	-	249.14	(9.14)	240.00
2011/12	240.00	240.00	(156.00)	-	324.00	(84.00)	240.00
2012/13	240.00	240.00	(188.00)	-	292.00	(52.00)	240.00
2013/14	240.00	240.00	(208.00)	-	272.00	(32.00)	240.00
2014/15	240.00	240.00	(64.00)	-	416.00	(176.00)	240.00
2015/16	240.00	240.00	(168.00)	(88.00)	224.00	-	224.00

Table 7, included on page 18, calculates the net amount that Mr. Collins would owe the District under this scenario, which is \$109,791.93.

Table 7: Net Amount Owed to the District by Mr. Collins

Vacation payouts Mr. Collins owes the District	\$ 148,457.41
Vacation Balance as of June 30, 2016 (In hours)	224.00
Divide by 8 hours (to convert to days)	8.00
Vacation Balance as of June 30, 2016 (In days)	28.00
VLS recalculated daily rate for 2015/16	1,380.91
Amount due to Mr. Collins for accrued vacation ¹⁸	(38,665.48)
Net amount due from Mr. Collins to the District	\$ 109,791.93

C. RESULTS OF B-WARRANT DISBURSEMENTS TESTING

VLS identified all B-warrants issued to Mr. Collins for the period of July 1, 2008 through April 2016 and requested supporting documentation from the District.¹⁹ The following bullets summarize these disbursements and the analysis performed.

- B-warrant payments made to Mr. Collins total \$11,091.05.
- Supporting documentation for B-warrant disbursements for fiscal years 2008/09 through 2010/11 have been destroyed; therefore, VLS was unable to assess the appropriateness of the payments. According to the District, these documents were destroyed in compliance with the document retention policy. These disbursements total \$2,468.37.
- VLS had open questions to the District related to four of the disbursements made that do contain supporting documentation. These disbursements total \$884.15. The open questions related to missing receipts, expenses incurred in San Diego, and discrepancies in Mr. Collins' per diem allowance versus what was actually paid.²⁰

D. RESULTS OF P-CARD CHARGES TESTING

VLS requested copies of the statements for the P-card used by Mr. Collins for the period from July 1, 2008 through April 2016.²¹ VLS reviewed the P-card activity and requested supporting documentation for a sample of transactions. Included below is a summary of the results of analyzing the P-card activity.

¹⁸ This number is presented as a negative figure as it reduces the "Vacation payouts Mr. Collins owes to the District" of \$148,457.41.

¹⁹ B-Warrants is terminology commonly used by school districts when referring to check disbursements made to district vendors.

²⁰ At the instruction of the District's legal counsel, VLS did not complete the review of the items with open questions.

²¹ "P-card" is an abbreviated version of "purchasing card." A purchasing card is a District credit card issued to an employee of the District for the purpose of making authorized purchases on the District's behalf. The District will issue payment for charges made with the purchasing card. See Administrative Procedure 6.18.1 – District Purchasing Card Program – 3.0 Definitions included at Attachment 9.

- P-card statements for Mr. Collins were destroyed for the period of July 2008 through May 2009; therefore, VLS was unable to assess the appropriateness of the transactions. According to the District, these documents were destroyed in compliance with the document retention policy.
- For the period from June 2009 through April 2016, the total P-card activity on the card used by Mr. Collins is \$79,785.51.
- VLS selected a sample of transactions for testing and requested supporting documentation. The transactions selected total \$23,733.95. Additionally, VLS reviewed the P-card statements to identify any purchases that appeared to be personal in nature.²²

The District policy related to P-card purchases (Administrative Procedure 6.18.1 – District Purchasing Card Program) is included at Attachment 9. Section 5.0 – Authorized Card Use provides a list of unauthorized uses of the card, which include “items for personal use” and “items not related to District business.” Section 6.0 – Unauthorized And/Or Inappropriate Card Use states, “The Purchasing Card must never be used to purchase items for personal use or for non-District purposes even if the Cardholder intends to reimburse the District.” VLS identified purchases made on Mr. Collins’ P-card that were personal in nature or were not related to District business. Additionally, Mr. Collins’ employment agreements indicated that Mr. Collins would receive a per diem of \$75 to cover meal and other travel related expenses. There were multiple meal purchases that included Mr. Collins along with other District employees. It is not evident whether Mr. Collins reimbursed the District for his portion of the meals.²³

Table 8, which is on page 20, includes a list of those transactions identified on the P-card that were personal in nature, were not related to District business, or appear to violate the travel per diem allowed for Mr. Collins per his employment agreements. The table includes the transaction date identified from the P-card statement, the merchant name, transaction/purchase amount, and a description of why the transaction was included in the list. If VLS saw evidence that Mr. Collins reimbursed the District for the purchase, the “Description” column includes a note that “Collins reimbursed the District.” The far right column (Note) includes a reference for additional notes included after the table.

²² VLS had open questions to the District related to 17 of the charges selected for testing, which totaled \$6,409.04. The open questions relate to various things noted in reviewing the support, including, whether Mr. Collins reimbursed the District for what appeared to be personal charges or meal charges, clarification of the expense based on the receipt submitted, missing support, duplicate charges on the P-card, and minor policy issues. The transactions with questions total \$6,409.04; however, the open questions may relate to only a portion of the transaction. For example, some of the transactions relate to meals purchased with other District employees in attendance, including Mr. Collins. VLS had inquired with the District about whether Mr. Collins reimbursed the District for his portion of the meals as Mr. Collins’ employment agreements provide for a travel per diem.

²³ Whether Mr. Collins reimbursed the District for his portion of a meal expense was one of the open questions to the District mentioned in the previous footnote.

Poway Unified School District
Report on J. Collins Forensic Accounting

Table 8: List of Inappropriate or Questionable Purchases on John Collins' P-card

Transaction Date	Merchant Name	Amount	Description	Note
7/8/2009	Southwest Airlines	\$ 124.60	Note on P-card indicated personal expense that was reimbursed to District	
7/8/2009	Southwest Airlines	2.50	Note on P-card indicated personal expense that was reimbursed to District	
7/8/2009	Southwest Airlines	50.00	Note on P-card indicated personal expense that was reimbursed to District	
1/12/2010	PF Chang's	56.25	Alcohol included in meal purchase	
2/4/2010	Esquire Grill	95.38	Meal purchase - Do not know if Collins reimbursed the District for his portion	
6/10/2011	Amazon.com	0.99	Personal expense - Collins reimbursed the District	
6/29/2011	The Home Depot	16.36	Personal expense - Collins reimbursed the District	
11/8/2011	Ditka's Chicago	562.44	Meal purchase over allowance - Do not know if Collins reimbursed the District	
11/10/2011	Marriott	537.79	Meal charges on hotel bill - Do not know if Collins reimbursed the District	
5/25/2012	Chillis	25.00	Meal purchase - Do not know if Collins reimbursed the District for his portion	
7/22/2012	PF Chang's	120.91	Meal charge - Collins reimbursed the District	
7/24/2012	Yard House Restaurant	98.61	Personal expense - Collins reimbursed the District	
9/26/2012	Marriott	30.98	Meal charge - Collins reimbursed the District	
11/29/2012	Slanted Door	289.17	Meal purchase - Do not know if Collins reimbursed the District for his portion	
11/30/2012	Legends Bar of San Francisco	86.52	Meal purchase - Do not know if Collins reimbursed the District for his portion	
4/17/2013	The Firehouse	150.20	Meal purchase - Collins' expense report was deducted for his portion	
5/26/2013	Marriot	211.44	Personal expense - Collins reimbursed the District	
6/8/2013	Southwest Airlines	12.50	Personal expense - Collins reimbursed the District	(a)
6/8/2013	Southwest Airlines	12.50	Personal expense - Collins reimbursed the District	(a)
6/8/2013	Southwest Airlines	12.50	Personal expense - Collins reimbursed the District	(a)
6/8/2013	Southwest Airlines	12.50	Personal expense - Collins reimbursed the District	(a)
6/8/2013	Southwest Airlines	12.50	Personal expense - Collins reimbursed the District	(a)
6/8/2013	Southwest Airlines	12.50	Personal expense - Collins reimbursed the District	(a)
6/8/2013	Southwest Airlines	12.50	Personal expense - Collins reimbursed the District	(a)
6/8/2013	Southwest Airlines	12.50	Personal expense - Collins reimbursed the District	(a)
6/8/2013	Southwest Airlines	541.80	Personal expense - Collins reimbursed the District	(a)
6/8/2013	Southwest Airlines	541.80	Personal expense - Collins reimbursed the District	(a)
6/8/2013	Southwest Airlines	541.80	Personal expense - Collins reimbursed the District	(a)
6/8/2013	Southwest Airlines	541.80	Personal expense - Collins reimbursed the District	(a)
1/31/2014	Portola Hotel and Spa	34.99	Personal expense - Collins reimbursed the District	
12/14/2014	John's Grill	268.54	Meal purchase - Do not know if Collins reimbursed the District for his portion	
12/15/2014	Villa Florence	10.88	Meal charges on hotel bill - Do not know if Collins reimbursed the District	
Unknown	Unknown	434.52	Additional reimbursement to District - Could not tie to specific purchase on P-card	(b)

Total \$ 5,475.27

(a) These line items total \$2,267.20. This was the purchase of airfare for a personal trip for Mr. Collins and his family. Mr. Collins reimbursed the District for the total amount on July 3, 2013. Attachment 10 includes a copy of the P-card statement showing the transactions, the airfare confirmation email, and the check from Mr. Collins reimbursing the District.

- (b) Included in the supporting documents provided by the District was a check from Mr. Collins to the District for \$434.52 dated March 20, 2014. VLS was not able to identify which transaction this reimbursement related to as there did not appear to be a transaction on the P-card statements for this amount, and the check from Mr. Collins did not provide any notation of the reason for the reimbursement.

E. RESULTS OF REVOLVING CASH FUND DISBURSEMENTS TESTING

VLS requested a ledger of all Revolving Cash Fund (RCF) activity for the period from July 1, 2008 through April 2016. VLS reviewed the activity, identified all disbursements made to Mr. Collins, and requested supporting documentation. The following bullets summarize these disbursements and the analysis performed.²⁴

- RCF disbursements to Mr. Collins totaled \$20,782.30.
- Supporting documentation for RCF disbursements for fiscal years 2008/09 through 2010/11 have been destroyed; therefore, VLS was unable to assess the appropriateness of the payments. According to the District, these documents were destroyed in compliance with the document retention policy. These disbursements totaled \$2,321.15.
- Included in the total disbursements to Ms. Collins was a payment for \$17,000 related to vacation payout. According to the interview with Malliga Tholandi on May 31, 2016, Mr. Collins had approached Ms. Tholandi and requested that his excess vacation be paid. At the time that this was requested, the payroll run had already posted and there was no way to get another check through the County. Ms. Tholandi wrote to the Director of Finance, Joy Ramiro, and asked if a check could be written from the RCF (see supporting documentation at **Attachment 11**). Mr. Collins told Ms. Tholandi that he needed the funds to pay an attorney that he had engaged. According to Ms. Tholandi, no other employees have received a vacation payout through the RCF.²⁵

Through further review by VLS, it was determined that the payment of \$17,000 to Mr. Collins for this vacation payout was entered into the payroll system to properly account for the payment; however, Mr. Collins was not paid a second time. Therefore, the accounting for this payment seems to have been treated properly.

²⁴ VLS was not able to review the supporting documentation for all disbursements to Mr. Collins from the revolving cash fund. This section includes a summary based on the transactions and support that could be analyzed.

²⁵ According to the Administrative Procedure 6.13.1 Revolving Cash Fund, the purpose of the RCF is to expedite small purchases, emergency payments, and to reduce purchasing costs. This account may be used to purchase instructional materials, classroom and office supplies, governmental publications, periodicals, etc., which are not available from the District warehouse. Purchases should not exceed \$150 unless specifically approved by the Director of Finance. The District also provided a copy of the Business Services Guide for 2015/16, which includes a section on RCF (page 67). According to this guide, "the limit for each RCF purchase is \$150. If you exceed this amount, you will only be reimbursed for the allowed \$150." The \$150 limit is also stated on the RCF form (**Attachment 11**).

- There were ten (10) payments, totaling \$20,170.86, to Mr. Collins from the RCF that exceeded the \$150 limit established, including the \$17,000 vacation payout payment. The ten payments relate to the following:
 - 1 for vacation payout: \$17,000
 - 3 for Internet services (discussed further in the next bullet): \$1,151.82
 - 3 advances related to travel: \$900.00
 - 3 reimbursements related to travel: \$1,119.04
- There were eight (8) payments to Mr. Collins for Internet services, which total \$1,646.15. According to Ms. Tholandi, the reimbursement for Internet services started prior to her being in her current role with the District. Additionally, this reimbursement for Internet services was also paid to several other employees and a Board member. There is no language in Mr. Collins' contract that indicates he was eligible for this reimbursement. Additionally, the District was not able to provide VLS with documentation showing that this reimbursement was Board approved.²⁶

F. KEY INFORMATION OBTAINED FROM REVIEW OF ELECTRONIC DEVICES

VLS obtained the electronic devices issued to Mr. Collins by the District. This included his District issued computers, laptops, cell phones (iPhones), and iPads. VLS used computer forensic techniques to image or copy the data and apply relevant search terms to identify electronic communications or documents relevant to the work performed.

Relevant emails identified have been referenced in this report, and included as attachments, where appropriate. Additionally, VLS identified numerous text messages between Mr. Collins and his family members, District employees, and others that discuss personal financial hardships, methods Mr. Collins identified for obtaining money, days in which Mr. Collins did not work, and District records/documents removed from District premises. These text messages were identified from three different iPads that were issued to Mr. Collins. The relevant text messages are included in Attachment 12 (iPad ID: 0033915), Attachment 13 (iPad ID: 0051457), and Attachment 14 (iPad ID: No ID).

G. CONCLUSION

In summary, as illustrated in this report, VLS has calculated overpayments and unauthorized payments made to Mr. Collins totaling \$320,769. Additionally, VLS identified disbursements made to or purchases made by Mr. Collins that violated District policies; these transactions total \$24,494.

²⁶ These payments date from October 2008 through June 2011, and the supporting documents were destroyed by the District. VLS was able to identify the nature of these payments to Mr. Collins based on the description included in the RCF ledger, which stated cable services or Internet services.

Table 9 summarizes the overpayments and unauthorized payments made to Mr. Collins.

Table 9: Summary - Over/Unauthorized Payments to Collins

Description	Actual	Per VLS	Over/(Under) Payment	Page/Table Reference
Base pay	\$ 2,186,510	\$ 2,109,269	\$ 77,241	Page 7, Table 1
Longevity pay	144,693	12,603	132,090	Page 11, Table 2
Vacation payout	148,457	38,665	109,792	Page 18, Table 7
RCF - Internet Services	1,646	-	1,646	Page 22
Total	\$ 2,481,306	\$ 2,160,537	\$ 320,769	

Table 10 summarizes disbursements to or purchases made by Mr. Collins that were a violation of District policy.

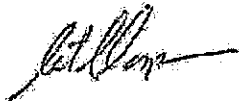
Table 10: Summary - Transactions That Violate District Policy

Description	Amount	Page/Table Reference
P-card purchases	\$ 5,475	Page 20, Table 8
RCF - Vacation payout	17,000	Page 21-22
RCF - Exceeds limit*	2,019	Page 22
Total	\$ 24,494	

*Excludes the \$17,000 vacation payout and the \$1,646 related to Internet services.

We appreciate the opportunity to be of assistance to the District in this matter. If you have any questions related to the information provided in this letter, please feel free to contact me at any time.

Sincerely,



Ernest C. Cooper, CPA/CFF, CFE
 Partner

SUMMARY OF JOHN COLLINS' TOTAL COMPENSATION

Year	Per Employee Paystubs										Per Employee W-2			Difference: W-2 Over/(Under) Paystubs	
	Base + Retro Base Pay	Leave (Vacation) Payoff	Certificated Bonus/STRS	Employee Award	Retro - Extra Comp	Doctoral Stipend	Longevity	Expense Allow	Mileage Allow	Gross Pay	Tax Deferred - STRS Contribution	Taxable Gross - As Stated	Box 1 (Wages)		Box 12c (Life Insurance)
2008	197,544.58	-	-	-	38.62	1,000.00	9,957.22	3,600.00	6,000.00	228,250.34	17,460.02	200,790.32	200,032.32	(1,242.00)	200,790.32
2009	204,301.98	-	-	-	451.73	2,758.00	11,601.51	3,600.00	6,000.00	229,705.22	18,376.47	211,328.80	212,340.88	(1,242.00)	211,086.80
2010 (a)	240,747.33	-	-	25,149.00	-	2,508.00	16,621.29	1,800.00	3,000.00	289,817.62	21,173.48	268,644.14	271,503.64	(2,859.50)	268,644.14
2011	250,044.00	-	48,134.73	(25,149.00)	-	2,500.00	17,292.36	-	-	292,822.09	25,437.85	267,384.23	272,286.43	(4,902.00)	267,384.23
2012	229,947.48	10,371.70	57,053.36	-	-	2,500.00	17,680.86	-	-	327,563.40	25,375.34	302,188.06	307,090.86	(4,902.00)	302,188.06
2013 (b)	234,999.96	-	69,404.05	-	495.61	2,500.00	18,069.36	-	-	324,973.38	25,997.88	298,975.50	304,130.58	(4,902.00)	299,228.58
2014 (c)	270,801.59	110,341.31	1,748.98	-	722.88	2,500.00	24,625.14	-	-	418,519.63	24,262.09	394,257.54	393,833.18	(7,524.00)	386,309.18
2015	308,899.50	27,745.80	-	-	-	2,500.00	31,303.94	-	-	371,171.92	29,772.43	341,399.49	349,065.49	(7,524.00)	341,541.49
Total	1,937,387.34	148,460.81	186,351.13	-	1,722.64	18,750.00	148,161.68	9,000.00	15,000.00	2,464,823.60	187,855.32	2,276,968.28	2,312,282.42	(35,097.50)	2,277,184.92

FOOTNOTES

- (a) A total Employee Award of \$58,298 was paid on 3/18/2010. Beginning with payroll period 7/30/2018, this amount was paid back in equal monthly installments of \$4,191.50. Therefore, in 2018, the net amount paid under this category is \$25,149.
- (b) The total "Certificated Bonus/STRS" consists of two payments: \$65,291.88 and \$4,112.18 both paid on 7/31/2013.
- (c) The "Leave (Vacation) Payoff" consists of two payments: \$23,150.63 paid on 3/28/2014 and \$87,192.68 paid on 7/31/2014.

SUMMARY OF JOHN COLLINS' TOTAL COMPENSATION - BY FISCAL YEAR

Year	Per Employee Paystubs											Taxable Gross- As Stated
	Base + Retro Base Pay	Leave (Vacation) Payoff	Certificated Bonus/STRS	Employee Award	Retro - Extra Comp	Doctoral Stipend	Longevity	Expense Allow	Mileage Allow	Gross Pay	Tax Deferred Deductions - STRS Contribution	
2008/09	202,221.00	-	-	-	38.62	2,500.00	10,198.94	3,600.00	6,000.00	224,558.56	17,964.68	206,593.88
2009/10	206,382.96	-	-	50,298.00	451.73	2,750.00	15,417.19	3,600.00	6,000.00	284,899.88	18,768.16	266,131.72
2010/11	275,152.35	-	48,134.73	(50,298.00)	-	2,500.00	17,333.01	-	-	292,822.09	27,449.58	265,372.51
2011/12	224,895.00	-	67,063.36	-	-	2,500.00	17,292.36	-	-	311,750.72	24,940.04	286,810.68
2012/13	234,999.96	10,371.70	-	-	-	2,500.00	18,069.36	-	-	265,941.02	20,445.56	245,495.46
2013/14 (a)	239,435.07	23,150.63	71,153.04	-	499.61	2,500.00	18,205.44	-	-	354,943.79	26,543.43	328,400.36
2014/15	297,735.00	87,192.68	-	-	-	2,500.00	30,908.76	-	-	418,336.44	26,988.28	391,348.16
2015/16*	160,032.00	27,745.80	-	-	722.68	1,000.00	15,849.56	-	-	205,350.04	16,257.91	189,092.13
Total	1,840,853.34	148,460.81	186,351.13	-	1,712.64	18,750.00	143,274.62	7,200.00	12,000.00	2,358,602.54	179,357.64	2,179,244.90

*Through December 2015 only.

Footnotes

(a) The total "Certificated Bonus/STRS" consists of three payments: \$65,291.88 and \$4,112.18 both paid on 7/31/2013, and \$1,748.98 paid on 6/30/2014.

From: Collins, John
Sent: Thursday, December 03, 2015 7:25 PM
To: "Tholandi, Malliga" </O=PUSD/OU=PUSD-DOM/cn=Recipients/cn=MTholandi>
Subject: Re: Re: confidential request on APSM longevity

Also, I am not talking about any kind of true up or retro. I'm thinking this could be effective 1-1-2016. So anyone currently receiving longevity for 15, 20, or 25 would just start getting their longevity recalculated to the new number going forward.

Sent from my iPhone

On Dec 3, 2015, at 6:24 PM, Tholandi, Malliga <MTholandi@powayusd.com> wrote:

Thanks John for the clarification. Paula, please could you factor these in and do another projection?

Thank you

Sent from my iPhone

On Dec 3, 2015, at 5:37 PM, Collins, John <JCOLLINS@powayusd.com> wrote:

What I meant was:

Currently the longevity increases are 2.5 % @ 10 years
+2.5 % @ 15 years
+2.5 % @ 20 years
+ 2.5 % @ 25 years

What would be the cost if it were increased to:

2.5 % @ 10 years
+ 3% @ 15 years
+3.5 % @ 20 years
+ 4% @ 25 years

Wouldn't this be closer to what SEIU and PSEA get?

What is the % increase for teachers at step 25?

Sent from my iPhone

On Dec 3, 2015, at 4:50 PM, Tholandi, Malliga <MTholandi@powayusd.com> wrote:

John:

I sent the % to Paula please see her response below. The % for APSM are already higher than what you stated. I suggest we just leave it alone.

Thanks John

Malliga Tholandi
Associate Superintendent, Business Support Services
Poway Unified School District
Phone: (858) 521-2778

From: Rians, Paula
Sent: Thursday, December 03, 2015 4:38 PM
To: Tholandi, Malliga
Cc: Hogarth, Tracy; Rians, Paula
Subject: RE: confidential request
Importance: High

Hi Malliga,

Ready to work on this now as I am swamped tomorrow.

To decrease the Longevity percentages?

They are currently:
2.5, 5.07, 7.70 and 10.39. Same years of service levels.

Please clarify..

Thanks,
Paula

From: Tholandi, Malliga
Sent: Thursday, December 03, 2015 2:51 PM
To: Rians, Paula
Cc: Hogarth, Tracy
Subject: confidential request

Paula:

Per John's request - could you please do the longevity calculation for
APSM using the following assumptions:

10 years at 2.5%
15 years at 3%
20 years at 3.5%
25 years at 4%

If possible, if you could send it to me by the end of the work day
tomorrow, John would really appreciate it.

Thanks Paula

Malliga Tholandi
Associate Superintendent, Business Support Services
Poway Unified School District
Phone: (858) 521-2778

**Poway Unified School District
Employee Leave Information**

Collins, John

Employee ID #: 434-119

<u>Fiscal Year</u>		<u>Carry Over</u>	<u>Total Accrual</u>	<u>Time Used</u>	<u>Ending Balance</u>	<u>Memo</u>
2007-2008						
	1-SICK	1,048.00	96.00	0.00	1,144.00	
	2-VAC	140.64	208.00	311.50	37.14	

<u>Fiscal Year</u>	<u>Leave Reason</u>	<u>From Date</u>	<u>End Date</u>	<u>Hours</u>
2007-2008	V Vacation--USED	7/9/2007	7/16/2007	24.00
	V Vacation--USED	7/23/2007	7/30/2007	48.00
	V Vacation--USED	9/20/2007	9/21/2007	16.00
	V Vacation--USED	10/11/2007	10/12/2007	12.00
	V Vacation--USED	12/26/2007	12/29/2007	24.00
	V Vacation--USED	1/2/2008	1/4/2008	24.00
	V Vacation--USED	2/20/2008	2/21/2008	16.00
	V Vacation--USED	4/22/2008	4/25/2008	27.50
	V Vacation--USED	5/2/2008	5/5/2008	16.00
	V Vacation--USED	5/9/2008	5/9/2008	4.00
	V Vacation--USED	5/13/2008	5/16/2008	24.00
	V Vacation--USED	5/19/2008	5/23/2008	28.00
	V Vacation--USED	5/29/2008	5/30/2008	16.00
	V Vacation--USED	6/2/2008	6/3/2008	8.00
	V Vacation--USED	6/4/2008	6/4/2008	8.00
	V Vacation--USED	6/6/2008	6/6/2008	8.00
	V Vacation--USED	6/30/2008	6/30/2008	8.00

**Poway Unified School District
Employee Leave Information**

Collins, John

Employee ID #: 434-119

<u>Fiscal Year</u>	<u>Carry Over</u>	<u>Total Accrual</u>	<u>Time Used</u>	<u>Ending Balance</u>	<u>Memo</u>	*
2008-2008						
1-SICK	1,144.00	95.99	80.00	1,159.99		
2-VAC	37.14	208.01	156.00	89.15		

<u>Fiscal Year</u>	<u>Leave Reason</u>	<u>From Date</u>	<u>End Date</u>	<u>Hours</u>
2008-2009	V Vacation--USED	7/1/2008	7/11/2008	64.00
	S Personal Illness- USED	9/17/2008	9/19/2008	24.00
	PN Personal Necessity	9/23/2008	9/24/2008	8.00
	S Personal Illness- USED	10/24/2008	10/27/2008	16.00
	V Vacation--USED	11/25/2008	11/25/2008	8.00
	V Vacation--USED	12/22/2008	12/30/2008	40.00
	V Vacation--USED	1/2/2009	1/2/2009	8.00
	S Personal Illness- USED	1/13/2009	1/13/2009	8.00
	S Personal Illness- USED	1/22/2009	1/23/2009	16.00
	S Personal Illness- USED	1/28/2009	1/28/2009	8.00
	V Vacation--USED	2/3/2009	2/3/2009	4.00
	V Vacation--USED	4/6/2009	4/9/2009	32.00

**Poway Unified School District
Employee Leave Information**

Collins, John

Employee ID #: 434-119

<u>Fiscal Year</u>		<u>Carry Over</u>	<u>Total Accrual</u>	<u>Time Used</u>	<u>Ending Balance</u>	<u>Memo</u>
2009-2010						
	1-STCK	1,152.00	95.99	31.00	1,216.99	
	2-VAC	89.15	108.00	96.00	201.15	
<u>Fiscal Year</u>	<u>Leave Reason</u>		<u>From Date</u>	<u>End Date</u>	<u>Hours</u>	
2009-2010	S Personal Illness- USED		6/30/2009	6/30/2009	8.00	
	S Personal Illness- USED		7/1/2009	7/2/2009	16.00	
	V Vacation--USED		7/6/2009	7/9/2009	32.00	
	S Personal Illness- USED		9/23/2009	9/23/2009	8.00	
	S Personal Illness- USED		10/26/2009	10/26/2009	7.00	
	V Vacation--USED		11/24/2009	11/24/2009	8.00	
	V Vacation--USED		2/16/2010	2/17/2010	16.00	
	V Vacation--USED		4/6/2010	4/8/2010	24.00	
	V Vacation--USED		4/22/2010	4/22/2010	8.00	
	V Vacation--USED		5/21/2010	5/21/2010	8.80	

Poway Unified School District
Employee Leave Information

Collins, John

Employee ID #: 434-119

<u>Fiscal Year</u>	<u>Carry Over</u>	<u>Total Accrual</u>	<u>Time Used</u>	<u>Ending Balance</u>	<u>Memo</u>
2010-2011					
1-SICK	1,216.99	96.00	64.00	1,248.99	
2-VAC	201.15	240.00	96.00	345.15	

<u>Fiscal Year</u>	<u>Leave Reason</u>	<u>From Date</u>	<u>End Date</u>	<u>Hours</u>
2010-2011	V Vacation--USED	11/12/2010	11/12/2010	8.00
	V Vacation--USED	11/22/2010	11/23/2010	16.00
	V Vacation--USED	12/20/2010	12/27/2010	32.00
	S Personal Illness- USED	12/28/2010	12/29/2010	16.00
	S Personal Illness- USED	1/3/2011	1/7/2011	40.00
	V Vacation--USED	4/4/2011	4/7/2011	32.00
	PN Personal Necessity	4/26/2011	4/26/2011	8.00
	V Vacation--USED	6/29/2011	6/29/2011	8.00

**Poway Unified School District
Employee Leave Information**

Collins, John

Employee ID #: 434-119

<u>Fiscal Year</u>		<u>Carry Over</u>	<u>Total Accrual</u>	<u>Time Used</u>	<u>Ending Balance</u>	<u>Memorandum</u>
2011-2012						
	1-SICK	1,248.99	96.00	48.00	1,296.99	
	2-VAC	345.15	240.01	156.00	429.16	

<u>Fiscal Year</u>	<u>Leave Reason</u>	<u>From Date</u>	<u>End Date</u>	<u>Hours</u>
2011-2012	V Vacation--USED	7/5/2011	7/6/2011	16.00
	V Vacation--USED	7/13/2011	7/13/2011	8.00
	V Vacation--USED	11/21/2011	11/22/2011	16.00
	V Vacation--USED	12/19/2011	12/29/2011	56.00
	V Vacation--USED	2/13/2012	2/14/2012	16.00
	V Vacation--USED	2/15/2012	2/15/2012	4.00
	V Vacation--USED	2/21/2012	2/23/2012	24.00
	S Personal Illness- USED	3/8/2012	3/9/2012	16.00
	S Personal Illness- USED	4/2/2012	4/5/2012	32.00
	V Vacation--USED	6/28/2012	6/29/2012	16.00

Poway Unified School District Employee Leave Information

Collins, John

Employee ID #: 434-119

<u>Fiscal Year</u>		<u>Carry Over</u>	<u>Total Accrual</u>	<u>Time Used</u>	<u>Ending Balance</u>	<u>Memo</u>
2012-2013						
	1-SICK	1,296.99	96.80	48.00	1,352.99	
	2-VAC	429.16	240.81	188.80	481.17	

<u>Fiscal Year</u>	<u>Leave Reason</u>	<u>From Date</u>	<u>End Date</u>	<u>Hours</u>
2012-2013	V Vacation--USED	7/2/2012	7/3/2012	16.00
	V Vacation--USED	7/6/2012	7/18/2012	72.00
	V Vacation--USED	10/31/2012	10/31/2012	8.00
	V Vacation--USED	11/19/2012	11/20/2012	16.00
	CDA Catastrophic Donation- APSM	12/9/2012	12/9/2012	48.00
	V Vacation--USED	12/26/2012	12/28/2012	24.00
	V Vacation--USED	1/2/2013	1/4/2013	24.00
	V Vacation--USED	2/20/2013	2/20/2013	4.00
	V Vacation--USED	3/25/2013	3/26/2013	16.00
	V Vacation--USED	3/28/2013	3/28/2013	8.00

**Poway Unified School District
Employee Leave Information**

Collins, John

Employee ID #: 434-119

<u>Fiscal Year</u>	<u>Carry Over</u>	<u>Total Accrual</u>	<u>Time Used</u>	<u>Ending Balance</u>	<u>Memo</u>
2013-2014					
1-SICK	1,352.99	96.00	84.00	1,364.99	
2-VAC	481.17	240.01	208.00	513.18	

<u>Fiscal Year</u>	<u>Leave Reason</u>	<u>From Date</u>	<u>End Date</u>	<u>Hours</u>
2013-2014	V Vacation--USED	7/10/2013	7/19/2013	64.00
	V Vacation--USED	7/25/2013	7/26/2013	16.00
	S Personal Illness- USED	11/14/2013	11/14/2013	8.00
	V Vacation--USED	12/23/2013	12/30/2013	32.00
	V Vacation--USED	1/2/2014	1/3/2014	16.00
	S Personal Illness- USED	1/8/2014	1/10/2014	20.00
	V Vacation--USED	1/22/2014	1/24/2014	24.00
	V Vacation--USED	2/18/2014	2/20/2014	24.00
	S Personal Illness- USED	3/3/2014	3/5/2014	16.00
	S Personal Illness- USED	3/11/2014	3/14/2014	32.00
	S Personal Illness- USED	3/17/2014	3/17/2014	4.00
	S Personal Illness- USED	3/18/2014	3/18/2014	4.00
	V Vacation--USED	4/7/2014	4/10/2014	32.00

**Poway Unified School District
Employee Leave Information**

Collins, John

Employee ID #: 434-119

<u>Fiscal Year</u>	<u>Carry Over</u>	<u>Total Accrual</u>	<u>Time Used</u>	<u>Ending Balance</u>	<u>Memo</u>
2014-2015					
1-SICK	1,364.99	96.00	52.00	1,408.99	
2-VAC	513.18	240.01	577.18	176.01	

<u>Fiscal Year</u>	<u>Leave Reason</u>	<u>From Date</u>	<u>End Date</u>	<u>Hours</u>
2014-2015	VPO Vacation Payoff	7/1/2014	7/1/2014	513.18
	S Personal Illness- USED	12/3/2014	12/3/2014	4.00
	V Vacation--USED	12/22/2014	12/26/2014	24.00
	V Vacation--USED	1/2/2015	1/2/2015	8.00
	V Vacation--USED	2/19/2015	2/19/2015	8.00
	PN Personal Necessity	3/12/2015	3/12/2015	8.00
	S Personal Illness- USED	3/13/2015	3/13/2015	8.00
	S Personal Illness- USED	3/23/2015	3/23/2015	8.00
	V Vacation--USED	4/6/2015	4/8/2015	24.00
	S Personal Illness- USED	4/23/2015	4/23/2015	8.00
	S Personal Illness- USED	5/28/2015	5/28/2015	8.00
	S Personal Illness- USED	6/1/2015	6/1/2015	8.00

**Poway Unified School District
Employee Leave Information
School Year 2015-2016**

Superintendent's Office

Collins, John P
Superintendent

Employee ID#:434-119

	Prior Carryover	+	Current Yr.	-	Time Used	=	Available Balance	Excess Vacation to be used by 6/30/16
TOTALS - Personal Illness	1,408.99		96.00		208.00		1,296.99	
TOTALS - Vacation	176.01		240.01		328.00		88.02	

If you have any questions contact your Payroll Technician.

	From Date	To Date	Time Taken in Hours
Collins, John P			
<i>**Entries with "ADJ" are NOT absences.</i>			
V Vacation-USED	07/02/2015	07/02/2015	8.00
V Vacation-USED	07/06/2015	07/07/2015	16.00
V Vacation-USED	07/09/2015	07/10/2015	16.00
V Vacation-USED	07/15/2015	07/17/2015	24.00
V Vacation-USED	07/21/2015	07/21/2015	8.00
V Vacation-USED	07/23/2015	07/23/2015	8.00
S Personal Illness- USED	07/30/2015	07/31/2015	16.00
S Personal Illness- USED	08/03/2015	08/03/2015	8.00
S Personal Illness- USED	08/05/2015	08/05/2015	8.00
PN Personal Necessity	09/18/2015	09/18/2015	4.00
PN Personal Necessity	09/21/2015	09/21/2015	8.00
PN Personal Necessity	09/23/2015	09/23/2015	8.00
PN Personal Necessity	09/28/2015	09/28/2015	8.00
S Personal Illness- USED	09/30/2015	09/30/2015	8.00
PN Personal Necessity	11/09/2015	11/09/2015	8.00
PN Personal Necessity	11/20/2015	11/20/2015	4.00
VPO Vacation Payoff	11/30/2015	11/30/2015	160.00
S Personal Illness- USED	12/03/2015	12/04/2015	16.00
S Personal Illness- USED	12/09/2015	12/09/2015	8.00
S Personal Illness- USED	12/10/2015	12/11/2015	16.00
S Personal Illness- USED	12/23/2015	12/30/2015	32.00
V Vacation-USED	01/12/2016	01/12/2016	4.00
S Personal Illness- USED	01/13/2016	01/14/2016	16.00
S Personal Illness- USED	01/27/2016	01/27/2016	8.00
PN Personal Necessity	02/16/2016	02/16/2016	24.00
V Vacation-USED			

**Poway Unified School District
Employee Leave Information
School Year 2015-2016**

Superintendent's Office

Collins, John P
Superintendent

Employee ID#:434-119

PN Personal Necessity	02/22/2016	02/22/2016	8.00
BI Bereavement in state < 300 miles	02/24/2016	02/28/2016	24.00
S Personal Illness- USED	02/29/2016	02/29/2016	8.00
S Personal Illness- USED	03/01/2016	03/03/2016	24.00
S Personal Illness- USED	03/07/2016	03/07/2016	1.00
S Personal Illness- USED	03/09/2016	03/09/2016	1.50
S Personal Illness- USED	03/10/2016	03/10/2016	3.50
S Personal Illness- USED	03/14/2016	03/14/2016	4.00
S Personal Illness- USED	03/15/2016	03/15/2016	2.00
S Personal Illness- USED	03/21/2016	03/21/2016	4.00
S Personal Illness- USED	03/30/2016	03/30/2016	4.00
V Vacation-USED	04/11/2016	04/14/2016	32.00

From: McDowell, Tina
Sent: Friday, June 19, 2015 1:39 PM
To: Anderson, Wendy; Collins, John; De Clercq, Cindy; Hogarth, Tracy; Lehew, Eric; McDowell, Tina; Newman, Richard; Purvis, Tim; Rens, Kimberlie; Robertson, Mel; Tarantino, Mike; Tholandi, Malliga; Wakefield, Jessica; Walton, Noreen; Cordeau, Monique
Subject: Vacation Schedule 2015.docx
Attachments: Vacation Schedule 2015.docx

Please take a moment to review the attached vacation schedule and let me know if I have your vacation dates listed incorrectly: These are the dates that will be listed in John's calendar.

Thank you!

Tina

Vacation Schedule - Summer 2015

NAME	JULY														AUGUST										
	W 1	Th 2	F 3	M 6	Tu 7	W 8	Th 9	F 10	M 13	Tu 14	W 15	Th 16	F 17	M 20	Tu 21	W 22	Th 23	F 24	M 27	Tu 28	W 29	Th 30	F 31		
Wendy Anderson Cell: 619.813.9970	V	V	H	V	V	V	V	V																	
John Collins Cell: 858.442.2301	V	V	H	V	V	V	V	V																	
Cindy De Clercq Cell: 858.229.8075	V	V	H																						
Bob Gravina Cell: 858.414.7208	C	C	H	V	V																				
Tracy Hogarth Cell: 858.945.0087			H																						
Eric Lehew Cell: 858.442.9726	V	V	H	V	V	V	V	V																	
Tina McDowell Cell: 858.342.6952	V	V	H	V	V	V	V																		
Rich Newman Cell: 760.402.0763	C	C	H	V	V	V	V	V																	
Tim Purvis Cell: 951.970.2976	V	V	H	V	V	V	V	V																	
Kimberlie Rens Cell: 858.761.8234	V	H																							
Mel Robertson Cell: 858.472.2637	V	V	H	V	V	V	V	V																	

NAME	June	W 1	Th 2	F 3	M 6	Tu 7	W 8	Th 9	F 10	M 13	Tu 14	W 15	Th 16	F 17	M 20	Tu 21	W 22	Th 23	F 24	M 27	Tu 28	W 29	Th 30	F 31	August
Mike Tarantino Cell: 858.774.6701				H																					
Malliga Tholandi Cell: 858.437.7682				H											V	V				V	V	V	V	V	
Noreen Walton Cell: 858.208.6715				H	V	V	V	V	V																
Jessica Wakefield Cell: 209.679.4858				H											V	V	V	V	V	V					
Monique Cordeau			H	H	H								V												

C = conference/work-related out-of-office
 H = holiday - office closed
 PN = personal necessity
 V = vacation
 CP = comp

Dr. John Collins.

VACATION AND HOLIDAYS

The Superintendent shall be entitled to thirty (30) days of annual vacation with pay, and in addition will receive paid holidays defined in section 37220 of the Education Code provided that such days are determined to be holidays by the Board. No more than thirty (30) vacation days may be carried over from one year to the succeeding year. Further, the Superintendent shall not accumulate more than sixty (60) days of vacation. Upon termination of this Agreement, the Superintendent shall be entitled to compensation for unused and accumulated vacation days to a maximum of sixty (60) days at the then current daily rate of pay.

Current balance 593 hours - vacation
- 240 allowed
353 ^{hrs} in excess -

2/24/2014

1/2

Paula:

Please issue check to Dr. John Collins
for 50% of the excess vacation.

Thanks

Mallye Howard

176.50

Tracy
Hogarth

Mogarty

2/25/14

Salary Contract 14/15-Vacation Summary

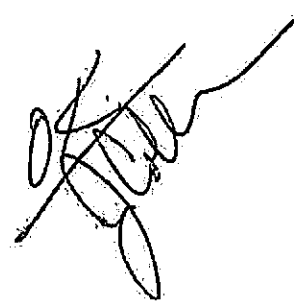
Superintendent

Group 19 Range 13 Emp ID:434-119: Pos #0062

Vacation Summary:

Current Vacation Balance	513.18
July 2014/2015 Entitlement	240.00
Total Hours	753.18
Total Days	94.15
Pay Out 7/10/14	64.15
Balance to 30 Days	30.00

Daily Rate of Pay	1,359.20
Number of Days to be Paid Out	64.15
Total Gross of Vacation Pay Out	87,192.68



July 8, 2014.

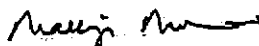
Per new contract, we are paying off excess vacation to Dr. Collins.

Marilyn [Signature]

November 19, 2015

To: Joy Ramiro, Director of Finance

From: Malliga Tholandi, Associate Superintendent of Business



Re: Partial vacation pay-off for Dr. John Collins

Joy:

Please process a RCF check in the amount of \$17,000 made payable to our Superintendent today. This is for 20 days of his vacation that is earned and on the books.

Paula in Payroll did the calculation for me and gave me the amount net of taxes and other deductions. Payroll has already run for the month of November bad hence the reason for the RCF check.

Thank you, Joy

CC: Tracy Hogarth, Associate Superintendent of Personnel

✓ Paula Rians, Payroll Supervisor

**POWAY UNIFIED SCHOOL DISTRICT
ADMINISTRATIVE PROCEDURE**

Originator: Assoc. Superintendent, BSS

Issue No: 2

Date: 7/1/11

Page: 1 of 9

Reference:

ARTICLE: 6.0 BUSINESS SUPPORT SERVICES

6.10 FINANCE

**6.18 CREDIT CARD ACCOUNTS AND
USAGE**

SECTION 6.18.1 District Purchasing Card Program

1.0 PURPOSE

To set forth the Policies and Procedures for the District Purchasing Card Program.

2.0 INTRODUCTION

The Poway Unified School District (the District) Purchasing Card Program has been established to provide a convenient means with which to make purchases and, at the same time, reduce the costs associated with initiating and paying for those purchases. The Finance Department is responsible for managing the Program and each school and department is responsible for managing its cardholder accounts. Two areas of responsibility have been defined within each school or department to assist in this management effort. They are the Cardholder and School or Department Head. It is important to understand that these areas of responsibility do not necessarily equate to two separate individuals within the school or department. It is permissible for one individual to be assigned one or more of these responsibilities as defined in these Policies and Procedures. The ultimate decision as to how each of these responsibilities is assigned will be made within each school or department.

3.0 DEFINITIONS

- 3.1 Purchasing Card:** A credit card issued to an employee of the District for the purpose of making authorized purchases on the District's behalf. The District will issue payment for charges made with the Purchasing Card.
- 3.2 Cardholder:** District full-time permanent employee whose name appears on the Purchasing Card and is accountable for all charges made with that card.
- 3.3 School or Department Head:** District employee(s) within each school or department responsible for verifying that all charges against the Cardholder's account are approved and that the original documentation is sent to the Finance Department. School or Department Heads have the ability to allocate individual charges to any of the District budget accounts under their control. Cardholders may be their own School or Department Heads and a School or Department Head may oversee more than one Cardholder account depending on how the school or department elects to manage its accounts. A school or department may have more than one School or Department Head.
- 3.4 Program Administrator:** The Finance Department employee responsible for administering the Purchasing Card Program for the District and acting as the main contact for the District.
- 3.5 Transaction / Spending Limit:** A dollar limitation of purchasing authority assigned to the Cardholder for each total charge made with the Purchasing Card. This amount must not exceed the predetermined spending limit. School or

ARTICLE: 6.0 BUSINESS SUPPORT SERVICES**SECTION 6.18.1 District Purchasing Card Program**

departments establish limits on a per Cardholder basis. A single transaction/charge may include multiple items but cannot exceed the predetermined spending limit.

- 3.6 **Monthly Spending Limit:** A dollar limitation of purchasing authority assigned to the Cardholder for the total of all charges made during each monthly billing cycle. School or departments establish limits on a per Cardholder basis.
- 3.7 **Monthly Statement:** A listing of all transactions charged to the Cardholder's card account up to the end of the monthly billing cycle. This statement is sent by the processor, directly to the Cardholder, on a monthly basis.
- 3.8 **Default General Ledger Account:** The District account code assigned to specific merchant category codes.
- 3.9 **Support Documentation:** A merchant-produced or non-District document that records the relevant details for each item purchased including quantities, amounts, a description of what was purchased, the total charge amount, and the merchant's name and address (e.g., sales receipt, original invoice, packing slip, credit receipt, etc.).

4.0 RECEIVING THE PURCHASING CARD

- 4.1 A complete Cardholder Account Form must be submitted for each prospective Cardholder. The School or Department Head must sign this form, select the purchasing controls, and then forward to the Program Administrator.
- 4.2 All prospective Cardholders must attend a training session and sign a Cardholder Agreement prior to receiving a Purchasing Card.
- 4.3 In order to provide a measure of security, the purchasing card requires activation. When the card is received, a sticker prompts the cardholder to activate the purchasing card. Once activated, the purchasing card is ready for use. Activation is required only once for each purchasing card received.

5.0 AUTHORIZED CARD USE

- 5.1 Cardholders are authorized to use the Purchasing Card to purchase any merchandise or services required as a function of their duties at the District **with the exception of the following:**
- Items for personal use.
 - Items not related to District business.
 - Cash advances.
 - Gift cards.
 - Any purchase prohibited by District policy.
 - Equipment valued at \$500 or greater.
 - All personal services performed by an individual, including but not limited to presenters, lecturers, interpreters, et al. No independent contractors are allowed to be contracted with the Purchasing Card. Use the Consultant Services Request form B74 and follow the rules under the Business Services Guide.
 - Contracted services valued at \$2,000 or greater.
- 5.2 Only the Cardholder whose name is embossed on the Purchasing Card is authorized to use the card and is responsible for ensuring that all charges made with the card are in compliance with these Policies and Procedures.

ARTICLE: 6.0 BUSINESS SUPPORT SERVICES**SECTION 6.18.1 District Purchasing Card Program**

5.3 The total value of any one charge made with the Purchasing Card may not exceed the single transaction limit stipulated on the Cardholder's Enrollment Form.

6.0 UNAUTHORIZED AND/OR INAPPROPRIATE CARD USE

The Purchasing Card must never be used to purchase items for personal use or for non-District purposes even if the Cardholder intends to reimburse the District.

A Cardholder who makes an unauthorized purchase with the Purchasing Card, as defined in section 5.0, or uses the Purchasing Card in an inappropriate manner will be subject to disciplinary action that can include card cancellation and termination of employment at the District.

6.1 Failure to comply with the requirements of the User Manual may result in immediate revocation of procurement card privileges if any of the following exceptions occur:

- Splitting of charges to avoid the single purchase dollar limit.
- Loaning the card to another employee for use.
- Allowing purchases to be signed for by anyone other than the cardholder. The exception being a delivery receipt, explained in User Manual Procedure 9, "Can the card be shared?"
- Failure to submit receipts for charges.
- An inadvertent personal purchase occurs for the second time.
- Second time the bi-weekly Smart Data report is submitted to Finance more than 10 days after the bi-weekly period.
- Second time the attached receipts do not match the Item descriptions or dollar amounts listed on the bi-weekly Smart Data report.

7.0 MAKING A PURCHASE WITH THE PURCHASING CARD

7.1 Confirm that the selected merchant accepts the Purchasing Card. If not, choose another. In either case, inform the Program Administrator via the School or department Contact, about the fact that the original merchant did not accept the Purchasing Card.

7.2 When making purchases in person, the Cardholder must sign the charge receipt and retain the customer copy. The Cardholder should verify that either the charge receipt or sales receipt complies with the requirements for support documentation set forth in Section 3.0 (paragraph 3.9).

7.3 When making non-face-to-face purchases (e.g., via telephone, Internet, mail order, etc.), Cardholders should give the merchant the account number embossed on their card and direct the merchant to include the following on the shipping label and/or packing slip:

- Cardholder name and phone number
- School or department name

Regardless of who receives the shipment, the Cardholder is responsible for obtaining all documentation (packing slips, mail order form copies, etc.) related to the purchase and verifying that the documentation complies with the requirements for support documentation set forth in Section 3.0 (paragraph 3.9).

ARTICLE: 6.0 BUSINESS SUPPORT SERVICES**SECTION 6.18.1 District Purchasing Card Program**

8.0 MERCHANDISE RETURNS AND EXCHANGES

- 8.1 The Cardholder is responsible for contacting the merchant when merchandise purchased with the Purchasing Card is not acceptable (incorrect, damaged, defective, etc.) and arranging a return for credit or an exchange.
- 8.2 If merchandise is returned for credit, the Cardholder is responsible for obtaining a credit receipt from the merchant and retaining that receipt with the support documentation for that purchase. ***Receiving cash or checks to resolve a credit is prohibited!***
- 8.3 If merchandise is to be exchanged, the Cardholder is responsible for returning the merchandise to the merchant and obtaining a replacement as soon as possible and should be within 30 days. Documentation showing the proper resolution of the exchange is to be retained with the support documentation for that purchase.

9.0 RECORD RETENTION

- 9.1 **Cardholder Responsibility:** The Cardholder is responsible for obtaining purchase documentation from the merchant (sales receipt, packing slip, etc.) to support all purchases made with the Purchasing Card and verifying that the documentation complies with the requirements for support documentation set forth in Section 3.0 (paragraph 3.9).
- 9.2 **Receipt Not Available:** For mail, phone, fax, or Internet purchases in which a receipt is not available, use a copy of the completed application, flier, or order form as the receipt. Email and fax confirmations of purchases should be obtained when possible. All alternate receipts should clearly indicate the total dollar amount, description of the product or service ordered, cardholder's name, and that payment was made using the purchasing card.
- In all other instances, if the receipts are unavailable, the cardholder must submit a formal written, signed affidavit explaining and describing the transaction in detail.
- 9.3 **Lost Receipt:** If the cash register receipt or the signed credit form is lost, the cardholder must first attempt to contact the merchant and obtain a copy of the documentation. If that is not possible, the cardholder must submit a written affidavit describing the transaction in detail. The cardholder's supervisor must review and sign the written affidavit.

10.0 CARDHOLDER VERIFICATION OF CHARGES

- 10.1 Cardholders are accountable for all charges made with their Purchasing Cards and are responsible for checking all transactions against the corresponding support documentation to verify their accuracy and propriety. Verification should be done regularly using the Purchasing Card's online transaction review system, Smart Data Online and the Cardholder's printed bi-weekly Smart Data report.
- 10.2 Cardholders are required to print a report from Smart Data for all transactions processed bi-weekly. During the cycle, cardholders are responsible for retaining the original copy of all transaction receipts.

Cardholders are to review their transactions on Smart Data Online (SDOL) for accuracy, including transactions, amounts, and default General Ledger (GL) codes. If a GL code for a purchase is incorrect, the cardholder is to reallocate the default GL code and replace it with the desired GL code. Once each transaction is properly allocated, the cardholder will check the "Cardholder Reviewed" box, which will "lock" the information into the system.

ARTICLE: 6.0 BUSINESS SUPPORT SERVICES
SECTION 6.18.1 District Purchasing Card Program

Original receipts must be stapled to the bi-weekly report along with any required written explanations.

The bi-weekly Smart Data report and attached receipts should then be forwarded to the Finance Department.

Keep a record (duplicate copies) of all receipts, written explanations, statements, and forms submitted. Each cardholder is responsible for keeping their own documentation and processing the statements for payment. In the absence of the cardholder, the supervisor is responsible for processing the payment. Each cardholder is responsible for informing their supervisor of the location where the receipts and documentation are kept.

Charges will be expensed to the cardholder's school or department by Finance using the account information listed on the bi-weekly Smart Data report.

Finance will review each bi-weekly Smart Data report and if an exception is identified, they will notify the supervisor and cardholder for correction. The cardholder's school or department head and the Purchasing Card Program Administrator will also be notified of the exceptions. Violations noted may lead to or be reason for card revocation.

- 10.3 If a particular charge or credit does not appear online or on the bi-weekly Smart Data report, it should be checked against future online transaction information and/or the next bi-weekly Smart Data report. If the charge or credit does not appear within 30 days after the original charge was made, the Cardholder must notify the Program Administrator.
- 10.4 If the Cardholder disputes a charge, the nature of the dispute and the final resolution must be documented. This documentation must be retained with the monthly statement on which the disputed charge appears. (See Section 11.0)
- 10.5 After all transactions have been checked, the Cardholder must forward all documentation to Finance and communicate (preferably by email) to the School or Department Head informing them that their review is complete and specifying the date ranges reviewed.

11.0 CARDHOLDER CHARGE DISPUTE RESOLUTION

In the case of a disputed charge, the Cardholder must try to resolve the dispute directly with the merchant. If the dispute cannot be resolved, the Cardholder must complete a Cardholder Dispute Form within 30 days of the date noted on the Statement that lists the disputed charge and forward the completed form to the Program Administrator.

12.0 SCHOOL OR DEPARTMENT HEAD VERIFICATION OF CARDHOLDER CHARGES

- 12.1 The School or Department Head is responsible for reviewing each transaction using Smart Data Online and indicating in the designated field if the transaction is approved. Cardholders will perform this function if they are School or Department Heads.
- 12.2 For a charge to be approved there must be adequate support documentation available so that the School or Department Head can ascertain that the purchase is valid and the Cardholder is accountable for that purchase.

ARTICLE: 6.0 BUSINESS SUPPORT SERVICES**SECTION 6.18.1 District Purchasing Card Program**

- 12.3 For there to be a discrepancy associated with a charge, any one or more of the following situations may exist:
- Insufficient transaction information.
 - One or more of the criteria for authorized card use set forth in Section 5.0 have not been met.
 - The Cardholder disputes the charge. (See Section 11.0)

All discrepancies must be investigated and resolved. The disposition of each discrepancy must be documented and retained with the Support Documentation and/or Monthly Statement. Cardholders are accountable for all discrepancies.

Note: If a discrepancy cannot be resolved, the Program Administrator must be notified.

- 12.4 Transactions must be approved using the online transaction review system as soon as possible after they become available (transactions will be loaded daily). If a particular transaction has not been reviewed within 10 days of the Statement date, a reminder will be sent to the School or Department Head. If after 30 days the transaction is still undesignated, a warning message will be sent and after 40 days, the Program Administrator will contact the School or Department Head and the card may be canceled. At the end of the fiscal year (June 30), the transactions must be reviewed and charged and settled by July 15.

13.0 TRANSACTION REALLOCATION

- 13.1 For any given charge, the Cardholder has the option to perform an online reallocation from the Default General Ledger Account to any other District General Ledger account that is under their management.

14.0 PURCHASING CARD SECURITY

- 14.1 It is the Cardholder's responsibility to safeguard the Purchasing Card and Purchasing Card account number at all times.
- 14.2 Cardholders must keep their Purchasing Cards in a secure location at all times.
- 14.3 Cardholders must not allow anyone else to use their Purchasing Cards and/or Purchasing Card account numbers.
- 14.4 Cardholders must not write their Purchasing Card account numbers where others can easily see them.

15.0 LOST, STOLEN, OR DAMAGED PURCHASING CARD

- 15.1 If a Purchasing Card is lost, stolen, or damaged, the Cardholder must notify the Card Services Department immediately.
- 15.2 Cardholders must notify the Program Administrator if their cards are lost, stolen, or damaged within 24 hours after reporting the incident to Card Services.
- 15.3 After the above notification procedures have been completed, a new Purchasing Card will be issued to the Cardholder by the Program Administrator.
- 15.4 A Purchasing Card that is found after it has been reported lost or stolen must be destroyed by cutting it in half.

ARTICLE: 6.0 BUSINESS SUPPORT SERVICES

Page 7 of 9

SECTION 6.18.1 District Purchasing Card Program

16.0 CARDHOLDER ACCOUNT MAINTENANCE

Whenever any of the information contained on a Cardholder's Enrollment Form changes, a Cardholder Account Form must be completed and signed by the administrator. The completed Cardholder Account Form will then to be forwarded to the Program Administrator.

17.0 CARDHOLDER TRANSFER WITHIN THE DISTRICT

Cardholders who transfer to a new position within the same school or department and continue to require the use of a Purchasing Card as part of their new duties should continue to use the same card. Cardholders who no longer require a Purchasing Card in their new position or transfer to a different school or department must cancel their card per the instructions in Section 19.0.

18.0 CARDHOLDER SEPARATION FROM THE DISTRICT

Prior to separation from the District, Cardholders must surrender their Purchasing Cards and corresponding support documentation to the Human Resources Department or the School or Department Head per the instructions in Section 19.0.

19.0 PURCHASING CARD CANCELLATION

The Program Administrator must be notified immediately when a Purchasing Card is to be canceled. The Program Administrator will contact Card Services to Inactivate the Purchasing Card. The card must be destroyed by cutting it in half.

ARTICLE: 6.0 BUSINESS SUPPORT SERVICES
SECTION 6.18.1 District Purchasing Card Program

Poway Unified School District

- New Account
- Change (Only complete fields to be changed)
- Delete / Close
- Replacement Card

CARDHOLDER ACCOUNT #: 5405 0720 0000

COMPANY INFORMATION

CARDHOLDER INFORMATION

Cardholder Name: (24 Characters)	Social Security Number
Name Line 2 (24 Characters)	Date of Birth
Address Line 1 (35 Characters)	Mother's Maiden Name:
School/Dept Name (35 Characters)	Work Phone:
City/State/Zip Poway, CA 92064	

CARDHOLDER CONTROLS (Required unless specified) (Shaded Area for District Approval)

Spending Limit (CSL) per Month	Single Purchase Limit
Finance Approval	Finance Approval
Authorizations Per Day (Default=12)	Transactions Per Cycle (30 days)
Finance Approval	Finance Approval
Dollars Per Day (Optional)	MCC Group (Merchant Category Code)
Finance Approval	Finance Approval
Prohibited Spending	Prohibited MCC Groups
Finance Approval	Finance Approval
	Financial Transactions, Independent Contractors, Hazardous Materials, All Other as per Administrative Procedure

APPROVALS

School/Dept Manager Name and Title:	Signature:	Date:
Finance Dept Program Manager Name and Title:	Signature:	Date:

CARD SERVICES USE ONLY

Reporting Hierarchy Levels (Required Information)				
Reporting Hierarchy Level Numbers	Level 2 (i.e. Region)	Level 3 (i.e. Division)	Level 4 (i.e. Sub-Unit)	Level 5 (i.e. Fin Office)

ARTICLE: 6.0 BUSINESS SUPPORT SERVICES
SECTION 6.18.1 District Purchasing Card Program

**POWAY UNIFIED SCHOOL DISTRICT
 CARDHOLDER AGREEMENT**

I agree to use the purchasing card provided by the Poway Unified School District for actual and necessary expenses incurred by me and only by me as cardholder in accordance with Poway Unified School District purchasing card policy 6.18 and administrative procedure. I understand and acknowledge that use of the card may not be delegated to anyone other than myself as cardholder.

I have read the Poway Unified School District purchasing card policy 6.18 and administrative procedure and I agree to abide by them. I acknowledge that use of this card for any other purpose other than Poway Unified School District approved business expenses is prohibited and is grounds for corrective action, up to and including termination. In addition, I must reimburse Poway Unified School District for such charges.

I agree to surrender the purchasing card immediately upon retirement, termination, or upon request of an authorized representative of Poway Unified School District finance department.

I understand that use of the card may be revoked for the following reasons:

1. The card is used for personal or unauthorized purposes.
2. The card is used to purchase alcoholic beverages or any substance, material, or service which violates policy, law, or regulation pertaining to the District.
3. The cardholder allows the card to be used by another individual.
4. The cardholder splits a purchase to circumvent a purchase limit.
5. The cardholder uses another cardholder's card to circumvent a purchase limit assigned to either cardholder.
6. The cardholder accepts a personal gratuity from a vendor.
7. The cardholder uses the card to purchase gratuities or gifts.
8. The cardholder fails to provide the Program Administrator (finance department) with information about any specific purchase.
9. The cardholder fails to provide documentation confirming that charges are approved within thirty days of a billing cycle.
10. The cardholder fails to provide accounting with expense transfer documentation that may be necessary to record a purchase properly.
11. The cardholder does not adhere to any of the procurement card policy or procedure.
12. The purchasing card is the property of the issuing credit union and it may at any time revoke card privileges under the provisions of its policy and procedure.

The cardholder is personally liable for inappropriate charges and shall be personally responsible for the settlement of any dispute on any purchase with a vendor. In addition, the cardholder is personally responsible for guaranteeing that all charges are for appropriate District expenses, that purchases are within budget limits, and that the purchase does not violate any other law, regulation, or policy of the Board of Education. Neither the Credit Union, Bank or the District assumes responsibility for non-District purchases. The cardholder shall be liable to the District, the Credit Union and the Bank for any non-District purchase.

If the card is lost or stolen, I will immediately notify the issuing credit union (Mission Federal Credit Union) Lost/Stolen Department during business hours (800) 500-MFCU (8328) or after business hours (800) 656-6628) and the program administrator (finance department 658.748.0010 x2352) by telephone. I will confirm the telephone notification by e-mail, mail or facsimile to the program administrator (finance department). I understand that failure to promptly notify the issuing bank of the theft, loss, or misplacement of the credit card could make me responsible for any fraudulent use of the card.

The use of this card is limited pursuant to the Cardholder Request form.

 Signature of Cardholder

 Date

 Typed/Printed Name of Cardholder

 Cardholder Social Security Number

 District's Approving Official

 Date

Run Date: 06-26-2013
Report ID: sf10017

Expense Report

Posting Date: 05-31-2013 - 06-25-2013



COLLINS, JOHN P
XX-5842
POWAY UNIFIED SCHOOL DST, 15250 AVENUE OF SCIENCE
SAN DIEGO, CA 92128-3406 USA

Card Transactions

Posting Date	Transaction Date	Description	Expense Description	Receipt Amount	Posted Amount	Expense Amount	Reviewed	Approved
06-06-2013	06-05-2013	CITYOFSAC PARKINGFACGA-SACRAMENTO, C A.95811	Parking fee - Sacramento LCFF senate hearing	18.00 USD	18.00 USD	18.00 USD	✓	
		Accounting Codes Budget Code: 03-00-0000-010-00-7200-5200-010-427						
06-09-2013	06-07-2013	TCA FASTRAK R-800-378-8725,CA.92618	FASTRAK Toll Road replenishment	30.00 USD	30.00 USD	30.00 USD	✓	
		Accounting Codes Budget Code: 03-00-0000-000-00-7200-5200-086-427						
06-10-2013	06-08-2013	SOUTHWEST AIRLINES-800-435-9792,TX,75235	John Collins travel expense	12.50 USD	12.50 USD	12.50 USD	✓	
		Accounting Codes Budget Code: 03-00-0000-000-00-7200-5200-010-427						
06-10-2013	06-08-2013	SOUTHWEST AIRLINES-800-435-9792,TX,75235	John Collins travel expense	12.50 USD	12.50 USD	12.50 USD	✓	
		Accounting Codes Budget Code: 03-00-0000-000-00-7200-5200-010-427						
06-10-2013	06-08-2013	SOUTHWEST AIRLINES-800-435-9792,TX,75235	John Collins travel expense	12.50 USD	12.50 USD	12.50 USD	✓	
		Accounting Codes Budget Code: 03-00-0000-000-00-7200-5200-010-427						

Run Date: 06-25-2013
Report ID: sfd0017

Expense Report

Posting Date: 05-31-2013 - 06-25-2013



COLLINS, JOHN P
XX-5842
POWAY UNIFIED SCHOOL DST, 15250 AVENUE OF SCIENCE
SAN DIEGO, CA 92128-3406 USA

Card Transactions

Posting Date	Transaction Date	Description	Expense Description	Receipt Amount	Posted Amount	Expense Amount	Reviewed	Approved
06-10-2013	06-08-2013	SOUTHWEST AIRLINES-800-435-9792, TX, 75235 03-00-0000-000-00 00-7200-5200-010-427	John Collins travel expense	12.50 USD	12.50 USD	12.50 USD	✓	
06-10-2013	06-08-2013	SOUTHWEST AIRLINES-800-435-9792, TX, 75235 03-00-0000-000-00 00-7200-5200-010-427	John Collins travel expense	12.50 USD	12.50 USD	12.50 USD	✓	
06-10-2013	06-08-2013	SOUTHWEST AIRLINES-800-435-9792, TX, 75235 03-00-0000-000-00 00-7200-5200-010-427	John Collins travel expense	12.50 USD	12.50 USD	12.50 USD	✓	
06-10-2013	06-08-2013	SOUTHWEST AIRLINES-800-435-9792, TX, 75235 03-00-0000-000-00 00-7200-5200-010-427	John Collins travel expense	12.50 USD	12.50 USD	12.50 USD	✓	
06-10-2013	06-08-2013	SOUTHWEST AIRLINES-800-435-9792, TX, 75235 03-00-0000-000-00 00-7200-5200-010-427	John Collins travel expense	12.50 USD	12.50 USD	12.50 USD	✓	

Run Date: 06-26-2013
Report ID: sf10017

Expense Report

Posting Date: 05-31-2013 - 06-25-2013



COLLINS, JOHN P
XX-5842
POWAY UNIFIED SCHOOL DST, 15250 AVENUE OF SCIENCE
SAN DIEGO, CA 92128-3406 USA

Card Transactions

Posting Date	Transaction Date	Description	Expense Description	Receipt Amount	Posted Amount	Expense Amount	Reviewed	Approved
06-10-2013	06-08-2013	SOUTHWEST AIRLINES-800-435-9792, TX, 75235	John Collins travel expense	541.80 USD	541.80 USD	541.80 USD	✓	
Accounting Codes		03-00-0000-000-00 00-7200-5200-010-427						
06-10-2013	06-06-2013	SOUTHWEST AIRLINES-800-435-9792, TX, 75235	John Collins travel expense	541.80 USD	541.80 USD	541.80 USD	✓	
Accounting Codes		03-00-0000-000-00 00-7200-5200-010-427						
06-10-2013	06-08-2013	SOUTHWEST AIRLINES-800-435-9792, TX, 75235	John Collins travel expense	541.80 USD	541.80 USD	541.80 USD	✓	
Accounting Codes		03-00-0000-000-00 00-7200-5200-010-427						
06-10-2013	06-08-2013	SOUTHWEST AIRLINES-800-435-9792, TX, 75235	John Collins travel expense	541.80 USD	541.80 USD	541.80 USD	✓	
Accounting Codes		03-00-0000-000-00 00-7200-5200-010-427						
Card Subtotal						2,315.20		
Grand Total						2,315.20		

90-8157/5228 940

DATE 7-3-13

940

JOHN P COLLINS

SAN DIEGO, CA 92161

P.U.S.D.

BY THE ORDER OF

Two thousand two hundred sixty seven and 20/100 DOLLARS

\$ 2267.20

MEMO

CALIFORNIA COAST

NO. INC. 502080
 S.D. INC. 0121150-2080
 (877) 495-1000
 www.zazzbank.org

[Signature]

940

0 3-10-0000 - 000 - 0000 7200 - 5200 - 010 427 - 427
 0000 - 9201.001

From: Southwest Airlines SouthwestAirlines@luv.southwest.com
 Subject: Southwest Airlines EarlyBird Confirmation - AZZ5XZ
 Date: June 6, 2013, 10:07 AM
 To: ASTORIA7171@GMAIL.COM

[My Account](#) | [View My Itinerary Online](#)



[Check Flight Status](#)
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[EarlyBird FAQs](#)

Ready for takeoff!



Thanks for purchasing EarlyBird Check-In for your Baltimore trip! Conveniently print your boarding pass with your pre-assigned boarding position anytime within 24 hours of departure. We'll see you onboard!

Upcoming Trip: none

EarlyBird Check-In™

Confirmation Number: AZZ5XZ

Passenger	Departure/Arrival	Flight	Date
John Collins	Depart San Diego, CA (SAN) on	#3778	Sun Jul 14 Travel Time 5 h 05 m
Lisa Collins	Southwest Airlines at 7:05 AM		
Patrick Collins	Arrive in Baltimore, MD (BWI) at 3:10 PM		
Virginia Collins			
John Collins	Depart Baltimore, MD (BWI) on	#610	Fri Jul 19 Travel Time 5 h 25 m
Lisa Collins	Southwest Airlines at 1:50 PM		
Patrick Collins	Arrive in San Diego, CA (SAN) at 4:15 PM		
Virginia Collins			

Price: \$12.50 per person, one-way

From: Southwest Airlines SouthwestAirlines@luv.southwest.com
 Subject: Southwest Airlines EarlyBird Confirmation - AZZ5XZ
 Date: June 8, 2013, 10:07 AM
 To: ASTORIA7171@GMAIL.COM

[My Account](#) | [View My Itinerary Online](#)



[Check Flight Status](#)
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[EarlyBird FAQs](#)

Ready for takeoff!



Thanks for purchasing EarlyBird Check-In for your Baltimore trip! Conveniently print your boarding pass with your pre-assigned boarding position anytime within 24 hours of departure. We'll see you onboard!

Upcoming Trip: none

EarlyBird Check-In™

Confirmation Number: AZZ5XZ

Passenger	Departure/Arrival	Flight	Date
John Collins	Depart San Diego, CA (SAN) on Southwest Airlines at 7:05 AM	#3778	Sun Jul 14
Lisa Collins			Travel Time 5 h 05 m
Patrick Collins	Arrive in Baltimore, MD (BWI) at 3:10 PM		
Virginia Collins			
John Collins	Depart Baltimore, MD (BWI) on Southwest Airlines at 1:50 PM	#810	Fri Jul 19
Lisa Collins			Travel Time 5 h 25 m
Patrick Collins	Arrive in San Diego, CA (SAN) at 4:15 PM		
Virginia Collins			

Price: \$12.50 per person, one-way

Air Cost: 2,167.20

Carry-on Items: 1 Bag + small personal item are free see full details. Checked Items: First and second bags are free, size and weight limits apply.

Fare Rule(s): 5262135468197: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.

5262135468198: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.
 5262135468199: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.
 5262135468200: NONREF/NONTRANSFERABLE/STANDBY REQ UPGRADE TO Y.
 Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.

SAN WN BW125.12HLNVNR WN SAN258.80QLNUPNR 483.72 END ZPSANBWI
 XFSAN4.5BW14.5 AYS.00\$AN2.50 BW12.50

Important Reminders:

Check-in
 Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.

No Show Policy
 If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to scheduled departure of the flight. For tickets purchased on or after May 10, 2013 for travel beginning September 13, 2013, customers who fail to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel and who do not board the flight will be considered a no show, and all remaining funds on this reservation, including Anytime and Business Select fares, will be forfeited.

Sign Up to Save

Join Rapid Rewards

Go to Boarding School

Get EarlyBird
 Check-In™ Details

Total
 \$ 566.80 each

Cost and Payment Summary

<input type="checkbox"/> AIR - AZZ5XZ		
Base Fare	\$1,934.88	Payment Information
Excise Taxes	\$ 145.12	Payment Type: Mastercard XXXXXXXXXXXX5842
Segment Fee	\$ 31.20	Date: Jun 8, 2013
Passenger Facility Charge	\$ 36.00	Payment Amount: \$2,167.20
September 11th Security Fee	\$ 20.00	
Total Air Cost	\$2,167.20	

4
541.90

4541.80
 29.- Early Bird
566.80

Flight Status Alerts

Stay on your way with flight departure or arrival status via text message or email.

Download DING!

Get exclusive travel deals straight to your desktop or iPhone.

REVOLVING CASH FUND INVOICE & PAYMENT RECEIPT (LIMIT \$150.00)

RCF CHECK NO. 30695

POWAY UNIFIED SCHOOL DISTRICT • San Diego, California 92129-3408

Received from Joy Ramiro, Custodian of the Revolving Cash Fund of the Poway Unified School District, the sum of 11-9-15

\$ 17,000

PAYABLE TO (PRINT/TYPE)
Dr. John Collins

BUDGET CODING	FUND-SUB	RESOURCE-SUB	GOAL	FUNCTION	OBJECT-SUB	SCHOOL	LOCATION	COST CENTER	FY	RESOURCE TITLE
<u>0370</u>	<u>0000</u>	<u>000</u>	<u>2000</u>	<u>7150</u>	<u>1900</u>	<u>088</u>	<u>421</u>	<u>915</u>		

QUANTITY	UNIT	FOR SERVICES OR SUPPLIES LISTED BELOW (ATTACH RECEIPT(S))	UNIT PRICE	AMOUNT
	<u>1</u>	<u>20 days of vacation earned and on the books</u>		<u>\$17,000</u>
		<u>0100 0520 77 0000 7200</u>		
		<u>1900 088 421 910</u>		

Why were items not procured through Purchasing or the Warehouse? Explain: _____

SALES TAX	
TOTAL	<u>\$17,000</u>
ITEMIZED RECEIPTS MUST BE ATTACHED	

APPROVED (BUDGET ADMINISTRATOR'S SIGNATURE)
[Signature]

DATE: Nov. 19, 2015

PUSD 5-7 (REV. 7/10) ORDER FROM PUBLICATIONS

Discolor: WHITE—County Accounting Office YELLOW—County Dept. PUR—Ramiro GOLDENROD—Original

November 19, 2015

To: Joy Ramiro, Director of Finance

From: Malliga Tholandi, Associate Superintendent of Business *Malliga Tholandi*

Re: Partial vacation pay-off for Dr. John Collins

Joy:

Please process a RCF check in the amount of \$17,000 made payable to our Superintendent today. This is for 20 days of his vacation that is earned and on the books.

Paula in Payroll did the calculation for me and gave me the amount net of taxes and other deductions. Payroll has already run for the month of November ^{and} had hence the reason for the RCF check.

Thank you, Joy

CC: Tracy Hogarth, Associate Superintendent of Personnel

Paula Rians, Payroll Supervisor

Jehn Collins' Relevant Text Messages
(IPad #0033915)

Message Sent To	Name (message to)	Message Received from	Name (message from)	Date/Time	Date/Time	Message	VLS Note
+16199877882	Lisa (wife)			9/27/2015 11:24:53 PM		Since I haven't heard from you I assume you prefer I not come home tonight? Please let me know. I will be home all day with V.	
+16199877882	Lisa (wife)			9/27/2015 11:37:32 PM		Really?	
+16199877882	Lisa (wife)			9/27/2015 11:44:27 PM		Since I have no money left in my account to get a hotel room I'll just sleep downstairs.	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	9/28/2015 6:31:35 AM		I am sorry I fell asleep and didn't see these till this am. I am also sorry you felt the need to leave. Texting seems to be your mode of communicating I guess. You are not going to believe me and it seems that you are going to bring up your feelings and anger every time my body doesn't respond. If you want me to verify the symptoms of menopause for you and the sexual issues and my insecurities with that I am happy to. If you are just constantly going to throw in my face your insecurities instead than I am not sure how we overcome that. I thought I was showing you how much I cared all weekend. I asked you repeatedly to talk and to share. You wanted to blow up at me after misunderstanding my words. I	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	9/28/2015 10:36:20 AM		You are free to make any plans you want.	
+16199877882	Lisa (wife)			9/28/2015 10:45:51 AM		It is very difficult for me to focus knowing how you feel about me and your desire to leave last night while I was sleeping. The only reason you were home was because of money. That speaks volumes about your thinking and the state of our relationship	
+16199877882	Lisa (wife)			9/28/2015 10:55:47 AM		It's not about you sorry. It's my problem and I will try not to let it effect you any longer.	
+16199877882	Lisa (wife)			9/28/2015 10:55:58 AM		So	
+18584420371	Patrick Collins (son)	+18584420371	Patrick Collins (son)	10/9/2015 10:31:46 AM		also, you never get back to me about getting your car in to the dealer.... alan?	
+18584420371	Patrick Collins (son)	+18584420371	Patrick Collins (son)	10/9/2015 10:31:55 AM		my car should be ready monday	
+18584420371	Patrick Collins (son)			10/9/2015 10:39:34 AM		I can't afford to take it to the dealer because of unanticipated expenses this month. I have BMW coolant at home and will need to get oil changed at the drive through place for now.	
+18584420371	Patrick Collins (son)	+18584420371	Patrick Collins (son)	10/9/2015 10:45:47 AM		Ok well tell me when you get that done... its been a week with these warnings. I'm really not going to be happy on the side of the road.	
+18584420371	Patrick Collins (son)			10/9/2015 10:47:56 AM		You can come here to my office before 1:00 or after 3:00 and we can swap cars. Or I will need to take it in tomorrow.	
+18584420371	Patrick Collins (son)			10/9/2015 10:49:29 AM		Did you tell the lady in Palm Springs to contact us directly and we would cover the expenses of the repair? Do you have a phone number for her?	
+18584420371	Patrick Collins (son)	+18584420371	Patrick Collins (son)	10/9/2015 10:52:08 AM		no.... she called the cops so they took my name and the policy number you gave to me over the phone. you did not tell me anything about covering the repair costs ourselves. I am really starting to feel out of the loop with everything. You and mom are thinking you are telling me things and then getting confused when I don't understand....	
+18584420371	Patrick Collins (son)			10/9/2015 11:00:21 AM		I just needed to check to be sure. USAA just called and I will follow up with them if you didn't get a phone number from her. Not a big deal. Not keeping you in the dark.	
+18584420371	Patrick Collins (son)			10/9/2015 11:02:50 AM		Let me know if you decide to switch cars today or come by tomorrow	
+16199877882	Lisa (wife)			10/26/2015 9:50:33 PM		Let's see I've destroyed my marriage, family and career. What's left?	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	10/26/2015 9:51:39 PM		Please stop - you are making that choice - tired of the self pity	
+16199877882	Lisa (wife)			10/26/2015 9:51:06 PM		Sorry to bother you.	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	10/26/2015 9:51:06 PM		I'm going to sleep - you have made the choice not me	
+16199877882	Lisa (wife)			10/29/2015 10:50:18 AM		I'm ok. Trying to get some office stuff done from home but having trouble focusing. BT How are you doing?	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	10/29/2015 11:58:51 AM		What are you thinking about?	

John Collins' Relevant Text Messages
(#ad #0033915)

Message Sent To	Name (message to)	Message Received From	Name (message from)	Date/Time	Date/Time	Message	VLS Note
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	11/15/2015 1:14:45 AM	10/29/2015 12:14:20 PM	Everything, but nothing in particular. In general, I guess the future. Career, retirement, health, finances, you, me, us, the kids,	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	11/15/2015 1:16:44 AM	11/15/2015 1:15:01 AM	I'm so sad I don't know what to do Me too All you had to do was apologize and talk to me - but you said you got a room alone - then you came here - you kid and set a trap for me and I don't know why - was it a test I was meant to fail You still can't seem to want to get here which only makes me sadder	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	11/15/2015 1:17:50 AM	11/15/2015 1:16:01 AM	All it was trying to do on my phone at the game tonight was try to figure out a way to get the money needed to help both us and Ginger before December. I think I found a way.	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	11/15/2015 1:19:14 AM		Yet you could say that - all you could do was text me the phone...	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	11/15/2015 1:19:30 AM	11/15/2015 1:19:30 AM	I'm done- cuz I always text the selfish one to you - not at all	
+16199877882	Lisa (wife)	+17605335112	Candy Smiley	11/15/2015 1:20:00 AM	11/15/2015 1:27:32 AM	Yes- I can never live up to you Not true but I can accept that you feel that way and for that I am deeply sorry	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	11/19/2015 2:26:16 PM		Talked with TJ and Michelle parking lot after your meeting. Asked if there was resolution. Said not until Sat. I said not good enough. I'm communicating Friday. Michelle said men was first time she heard anything. Excuse! I met her twice and explained the wheel. I never mentioned \$ but I went through the 190 data with her. She's gonna let Betty and Sellers delay. Not acceptable. They gave PSEA money with no input from them. They gave direction to SEIU and they settled yesterday. Teachers and AFPM are disrespected.	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	11/19/2015 4:31:04 PM	11/19/2015 4:31:04 PM	I'm giving them until 1:30 tomorrow to respond to PFT. No response is a response. I'm emailing teachers at 3:30 to tell them we have a deal or we're at impasse. I have the impasse forms on my desk. I'll complete and deliver when we return. Believe me, I've thought about this decision a lot and the ramifications. Better to look strong and intolerant of a disrespectful board. There is no excuse for TJ and Michelle. PFT supported by Cabinet. It's a great deal and less than other units that got their approval. They care more about their appearance/politics than our organization and teachers. Stupid!	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	11/19/2015 4:28:50 PM	11/19/2015 4:22:39 PM	Worries about the finances for this... On my way to deposit \$17,000 at MFCL.	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	11/19/2015 4:31:47 PM	11/19/2015 4:31:47 PM	Oh my... I am planning to put \$1,000 in your account today and more later for Christmas shopping. The room at Harrah is free and we still have \$150 in gift certificates at Harrah's	

John Collins' Relevant Text Messages
(IPad #00393915)

Message Sent To	Name (message to)	Message Received From	Name (message from)	Date/Time	Date/Time	Message	VLS Note
+16195402247	Steve McMillan				12/15/2015 7:33:30 PM	Hi Steve, I know it's late notice but was wondering if you were aware of the special Board meeting tomorrow at 2:00 to interview and appoint an attorney to advise them. While the agenda doesn't say so, the special negotiation is with my attorney regarding the buy out of my contract. Apparently they don't trust anyone from the ten law firms currently under contract to be unbiased enough to represent the Board in negotiations with my personal attorney. This is especially interesting since Beatty made a recommendation to have staff conduct an RFP for legal firms to represent the District in the 2016-17 school year. She felt it was important to ensure a transparent process in which all legal firms could be considered. Mailiga and her team prepared, advertised, and completed that RFP process as requested. Staff will be presenting the results of the RFP and staff recommendations at the December regular public meeting. Curious that the Board decided none of the firms who responded to the RFP be considered for this "special" purpose. While it is correct that the District may hire only consultants or legal firm without conducting an RFP, I wonder how those firms who completed the RFP might react to this new process before the Board has completed their RFP process they responded to. Seems to me that a "transparent, open, and fair process conducted at a regularly scheduled meeting" is important unless it doesn't produce the results some Board members want. If not, they just call a special meeting so they can do whatever they want.	
		+18583426952	Tina McDowell	12/10/2015 2:40:21 PM		Again, I know it's short notice, but there will be public comments on the agenda item only, and it might be nice if someone(s) from the community wanted to address this issue. Just a thought.... Pat Malo called again- twice. He spoke with Wendy asking for your contract because he doesn't believe what others say you are making, and he also wants the contract for Medina to see what this is going to cost. Wendy told him she didn't think the attorney contract was public information until approved by Board. 15 minutes later he called me again asking to verify what the Pomerado news quoted you as saying. I explained that I was not there when you spoke to Pomerado news and that I was authorized to share what I already gave you. He said well I need to know if that's true because that sounds like he's leaving and I still want to meet with him. I reminded him that you are not in the first office today but I would give you the message tomorrow Discussing with the team. Would lot 40 be something you and your wife would consider?	
		+16198903526	Bill Ostrem	12/15/2015 3:47:36 PM		Don't think so- Sorry	
+16198903526	Bill Ostrem	+16198903526	Bill Ostrem	12/15/2015 4:01:25 PM		We are plotting a plan 3 on the lot to confirm the file. I should be able to get back to you later today.	
+16198903526	Bill Ostrem			12/16/2015 8:59:31 AM		Thank you Bill for your help on this. I assume you are plotting model reversed. After what you watched last night I'm still not sure if or when this buy out agreement may be approved. I'll know more when my attorney returns from out of the country on Monday. Just want to be clear that what you're doing for me may not come through to approve purchase within the necessary timelines for us. If this is a potential problem for you, I understand if you're not comfortable going through all of this. If not, I fully understand and appreciate all you have done so far. Thanks, John	

John Collins' Relevant Text Messages
(IPad #0033915)

Message Sent To	Name (message to)	Message Received From	Name (message from)	Date/Time	Date/Time	Message	VLS Note
+16198903526	Bill Ostrem				12/29/2015 10:34:55 AM	Hi Bill, I believe you are still out of town so I am hoping you see this text. I got word from John K. that bot 39 has been released with the 3AR plan. Thank you for all that work. As we discussed at lunch, I won't have an answer regarding my buy out from the Board until January 19th. It sounds as though John needs \$15,000 today as a deposit. If that is the case I'm afraid I will have to let it go as I can't do that until after January 19. I assume this is a nonrefundable. So, unless we can delay the deposit for a few weeks I'll let John know to go ahead and release the lot. I'm sure it will sell quickly and I really appreciate all the help you've given me. Let me know what you think. Deposit is refundable until full loan approval. I'll be back in late tonight. Let talk tomorrow. Go ahead and reserve and we will work out the deposit issue	
+16198903526	Bill Ostrem	+16198903526	Bill Ostrem	12/29/2015 11:53:29 AM	12/29/2015 18:45:24 AM		
+16198237183	Darlene Willis				12/29/2015 8:06:12 PM	Hi Darlene, I got your message and heard from Charlotte also. I have been really under the weather the past two days, which I'm sure only makes my hearing on the telephone worse. My understanding is that the Poway Sheriff's Station has been working with the city attorney to see if any criminal or civil charges can be filed against the Gamblers. Last I heard that wasn't looking very hopeful. Believe me I know how frustrating that is. I will follow up next week and will call you when my hearing gets better. Sorry to see you being dragged into this, all because you have been supportive of me. That has happened to too many good people. Please take care, keep your notes and records and try not to let this get the better of you. Fondly, John	
+16198237103	Darlene Willis	+16198237183	Darlene Willis	12/29/2015 8:13:19 PM		Thanks John, hope you feel better. The courts issued a temporary restraining order today to me for Kim. She will be served this week and we have a court date on January 19th in the morning. We also received another what I think is a threatening email to our CB programs email from Chris to me stating, "Dr. Willis, Ma'am, I just wanted you to know what's coming. My hope is that what we discover is not as unscrupulous as the John Collins, the "master" you support. Keep chucking and jiving ma'am. I wish you the happiest New Year!" Then he pasted the request he sent to PUSD for his public records request with my specific info. He is crazy!	
+16198237103	Darlene Willis	+16198237103	Darlene Willis	12/29/2015 8:22:24 PM	12/29/2015 8:21:14 PM	The TRO is a good first step. Who is presenting the case to the judge? Sheriffs? No, I presented it today and was going to send the Deputy Sheriff a copy of the TRO so they can see that I followed through.	
+16198237103	Darlene Willis	+16198237103	Darlene Willis	12/29/2015 8:25:38 PM	12/29/2015 8:24:44 PM	I'll keep you posted. Feel better and happy new year to you and your family! Stay safe because I really do believe they are both crazy!	
+16198903526	Bill Ostrem				12/30/2015 12:37:34 PM	Hi Bill! I received some information this morning indicated I will not be able to buy a new home this year 2016 :(I hope I haven't put you in a bad position given all that you have done to assist me in this process. I am sorry if this is the case. Sometime in the future maybe we can meet for a drink and I will be able to explain this more. Thanks again for all you have done. Regrettably, John	

John Collins' Relevant Text Messages
(iPad #6033915)

Message Sent To	Name (message to)	Message Received From	Name (message from)	Date/Time	Date/Time	Message	VLS Note
+17504039214	Unknown			12/30/2015 12:59:12 PM		Hi John, I received some information this morning indicated I will not be able to buy a new home this year 2016 :-(. I hope I haven't put you in a bad position given all that you have done to assist me in this process. I am sorry if this is the case. Thanks again for all you have done. Regretfully, John	
+16199877882	Lisa (wife)	+16199877882	Bill Ostrem	12/30/2015 1:08:15 PM		Sorry to hear that. There will be another house when you're ready	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	1/5/2016 2:05:02 PM		Did you by any chance transfer money for the car payments- my payment for theater fix went unpaid	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	1/5/2016 2:05:31 PM		I transferred from credit card however I'm afraid those will go unpaid	
+16199877882	Lisa (wife)	+16199877882	Tina McDowell	1/7/2016 1:26:13 PM		Be sure to bring your external hard drive with you tomorrow. I've been cleaning up old email and have stuff to save there	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	2/6/2016 1:21:05 PM		How was taxes?	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	2/6/2016 1:52:19 PM	2/6/2016 1:53:03 PM	Good. We don't owe any to the Feds, in fact there is an extra 6,000+ that will be applied to our back taxes! Do need to pay about 2,000 to the state.	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	2/7/2016 11:07:00 AM	2/6/2016 2:04:07 PM	I don't understand the big difference	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	2/7/2016 11:07:00 AM	2/6/2016 2:04:07 PM	I've been having them take an extra 1,000 a month out to be sure we didn't owe again this time. This year I will be putting that in a separate savings account.	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	2/7/2016 11:07:00 AM	2/7/2016 11:10:53 AM	Would like to stop at the store/trader joes in the way home-is my bank account ok to do this?	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	2/7/2016 11:07:00 AM	2/7/2016 11:10:53 AM	Yes to both. I need a shower before the second. :g	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	2/7/2016 11:07:00 AM	2/7/2016 1:02:24 AM	What floor are we on?	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	2/7/2016 11:07:00 AM	2/7/2016 1:02:24 AM	Our guy is making me uncomfortable	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	2/7/2016 11:07:00 AM	2/7/2016 2:40:37 PM	Me too. What's his name?	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	2/7/2016 11:07:00 AM	2/7/2016 2:40:37 PM	?	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	2/7/2016 11:07:00 AM	2/7/2016 2:40:37 PM	Tip?	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	2/7/2016 11:07:00 AM	2/7/2016 2:40:37 PM	Sex	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	2/7/2016 11:07:00 AM	2/7/2016 2:40:37 PM	???	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	2/7/2016 11:07:00 AM	2/7/2016 2:48:25 PM	Yes to both. I need a shower before the second. :g	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	2/7/2016 11:07:00 AM	2/7/2016 2:48:41 PM	How much tip?	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	2/7/2016 11:07:00 AM	2/7/2016 2:49:07 PM	Het tub or bath?	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	2/7/2016 11:07:00 AM	2/7/2016 3:07:28 PM	I think he is tired of us also	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	2/7/2016 11:07:00 AM	2/7/2016 3:07:28 PM	He thinks we are stupid	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	2/7/2016 11:07:00 AM	2/7/2016 3:08:39 PM	Gave me a run down of the eating choices	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	2/7/2016 11:07:00 AM	3/24/2016 12:25:13 PM	Okay? Can I use your account for hair? I have 75 in my account	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	2/7/2016 11:07:00 AM	3/24/2016 12:25:13 PM	I'm at school. Yes you can use the Cal Coast account. Nice meeting with Madison's parents. I'll explain to you later, but their problem is solved.	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	2/7/2016 11:07:00 AM	3/24/2016 12:25:13 PM	The implant surgery went well on 2/25. I was able to return to work on 3/4.	(1)
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	2/7/2016 11:07:00 AM	3/25/2016 6:35:01 PM	This past Monday they turned on the system and for the first time in 4 years I could hear sounds in my right ear!! The sounds were strange but my brain is learning how to understand them. That's already getting better but it will take some time before I can fully understand them.	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	2/7/2016 11:07:00 AM	3/26/2016 10:18:51 AM	Thanks for thinking about me my friend, it means a lot. Hope all is well for you.	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	2/7/2016 11:07:00 AM	3/26/2016 10:18:51 AM	Love, John	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	2/7/2016 11:07:00 AM	3/26/2016 10:18:51 AM	We need to figure out how to afford the Mizu graduation...	

Ja In Collins' Relevant Text Messages
(iPad #0033915)

Message Sent To	Name (message to)	Message Received From	Name (message from)	Date/Time	Date/Time	Message	VLS Note
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	3/26/2016 10:27:09 AM	3/26/2016 10:27:09 AM	Practices she is on b team again... Did you say Linda has made reservations for the flights? If so ho much? If not, get me the flight info and I will make reservations. I should be getting my retro check this week.	
+16199877882	Lisa (wife)	+18583426952	Tina McDowell	3/28/2016 8:49:00 AM		Shinoff wants to make a complaint to the police and Sheriff about Wilsons disgusting email. He also thinks you need to demand the board provide security for our office. What time are you coming in? I'm done!!	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	4/5/2016 6:03:14 PM		Bad closed session?	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	4/5/2016 6:02:29 PM		Buy out?	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	4/5/2016 6:02:37 PM		Sellers is an ass	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	4/5/2016 8:42:23 PM		Plans?	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	4/5/2016 9:15:28 PM		Trying to get everyone calmed down and to go home. I'll be on my way soon.	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	4/16/2016 12:37:04 PM		BTW, I'm down to \$195 in my account.	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	4/16/2016 12:42:06 PM		I have about 600 after volleyball clears. Does mom owe you any?	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	4/17/2016 9:05:14 AM		No but if you have \$600 we should be ok til payday	(3)
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	4/17/2016 9:11:32 AM		Check out this property via Trulia Mobile app http://www.trulia.com/rental/31153838617-4269-Kerwood-Ct-San-Diego-CA-92130	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	4/17/2016 9:55:35 AM		How far into Carmel valley Not sure. Going to get Jims truck washed. Maybe I'll do a drive by and see.	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	4/17/2016 11:10:37 AM		Getting truck washed now. The house I sent you is off the 56 at Carmel Country Rd. Took me ten minutes to get from there to the Camino Di Sur exit.	
+18583426952	Tina McDowell	+18583426952	Tina McDowell	4/19/2016 8:42:37 AM		In the process of packing and getting ready for work. I'll let you know. When I am on my way to the office. In case I forget to ask, I need a p-9 showing that I used 4 vacation days last week. Since Milliga is on vacation this week, we will ask Mel to sign so you can submit to PSS later today.	
+18583426952	Tina McDowell	+18583426952	Tina McDowell	4/19/2016 8:43:14 AM		Okay	
+18583426952	Tina McDowell	+18583426952	Tina McDowell	4/21/2016 9:09:42 AM		I was just directed by Board President to arrange a special board meeting on Sunday at 5:00 pm. See the email I forwarded. Call me when you can chat. MDR called me before sending email	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	4/21/2016 9:27:38 AM		What is the agenda?	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	4/21/2016 9:27:38 AM		Can you or Liz arrange for the same car service to pick us up at 9:00 tomorrow AM for our 11:15 flight? Also check in with southwest?	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	4/21/2016 9:27:45 AM		Thanks.	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	4/21/2016 9:28:30 AM		Anticipated litigation.... Legal counsel Maribel Medina. Full title in email I forwarded. I am preparing agenda now and will forward to you shortly	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	4/21/2016 9:28:40 PM		Board has called a special meeting for Sunday with their attorney. Of course I'm not invited. Not sure what they're up to...?	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	4/21/2016 8:09:53 PM		I think dinner plans are for everyone- let's put it off since money is tight.	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	4/21/2016 8:10:24 PM		The board is stupid- they will claim they have something, when they don't.	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	4/21/2016 8:30:59 PM		I think it is morally and ethically wrong the way they are operating- not very transparent	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	4/21/2016 8:31:23 PM		OK I'll cancel reservations	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	4/21/2016 8:33:00 PM		Sorry- apparently you are angry now?	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	4/21/2016 8:33:18 PM		Not at all	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	4/21/2016 8:35:51 PM		I love you and can't wait to get home! We will plan dinner out for the whole family next weekend after payday.	

John Collins' Relevant Text Messages
(iPad #0033915)

Message Sent To	Name (message to)	Message Received From	Name (message from)	Date/Time	Date/Time	Message	VLS Note
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	4/22/2016 6:41:50 AM	4/22/2016 6:52:59 AM	Good morning! I hope you have a good night home. Are you going to work? Also- will you be able to present V with Promotion certificate? Good morning, I'm not planning on going to go to work unless something comes up between now and then. Yes I will be giving V her promotion certificate. Hope you have a good day. Anything this afternoon for you or V? Love you!!	(2)
+18583426952	Tina McDowell	+18583426952	Tina McDowell	4/22/2016 4:18:20 PM		I am feeling uncomfortable about the Board being here on Sunday. Unless you are planning to be here over the weekend, I am loading up files (from the stacks on your desk) and taking them home with me.	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	4/23/2016 8:40:30 AM	4/23/2016 8:43:09 AM	I will not be there. Thanks for doing that Just found a home that is right across the street from Westview. Think we can go take a look at 3:30 today? It is available on 7/2. I'll try to send you the link. Yes!!!!	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	4/23/2016 8:40:37 AM	4/23/2016 8:44:31 AM	Ok. The agent is checking with the resident to see if that time works, it says no pets but she thinks it is negotiable. Cats and small dog? Maybe with extra deposit? See Check out the home I found on Zillow: http://www.zillow.com/homedetails/99516460_zpid	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	4/23/2016 8:45:27 AM	4/23/2016 9:22:12 AM	Perfect Yes I saw it. And yes I worry that she will be upset. But she knew it had to be done. Maybe we can get the buyer to pay or at least split the cost? I think it may be too late - papers signed this am.	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	4/23/2016 9:22:42 AM		John and Lisa. I spoke with the Yeagers and they shared that they have been going back and forth about the possible renewal of your lease over the last month or so. They just sent an email that they do not want to extend - Can you call me when you have a minute to chat?	
+18582292181	Talechia	+18582292181	Talechia	4/23/2016 9:37:32 AM		I am at an awards show and am unable to talk right now no problem, feel free to call me later.	
+18582292181	Talechia	+18582292181	Talechia	4/23/2016 9:47:26 AM		Hello John	
+18583546522	Jaghab Jannette	+18583546522	Jaghab Jannette	4/23/2016 9:47:58 AM	4/23/2016 9:48:25 AM	We are set for 2:30 to view Fallhaven That's great! We will meet you there at 2:30. Thanks	
+16199877882	Lisa (wife)	+16199877882	Lisa (wife)	4/23/2016 9:48:35 AM	4/23/2016 10:40:36 AM	From real estate agent. Hello John We are set for 2:30 to view Fallhaven	
+18583546522	Jaghab Jannette	+18583546522	Jaghab Jannette	4/23/2016 7:23:19 PM	4/23/2016 7:28:59 PM	Received 5 Were you able to open the attachments? If so which one is missing? I have both apps But oay stub is out off on the top and received one Can you scan all stubs again please	
+18583546522	Jaghab Jannette	+18583546522	Jaghab Jannette	4/23/2016 7:41:53 PM		What is retroactive pay	
+18583546522	Jaghab Jannette	+18583546522	Jaghab Jannette	4/23/2016 7:53:25 PM	4/23/2016 8:13:23 PM	We received it as our contract was signed and we received retro to last July Andy and TJ just walked in with Maribel Medina and said they Sorry, hit send too soon. They instructed me to get ahold of you. They need to see you right away	
+18583546522	Jaghab Jannette	+18583546522	Jaghab Jannette	4/25/2016 8:07:50 AM			
+18583426952	Tina McDowell	+18583426952	Tina McDowell	4/25/2016 8:07:56 AM			

John Collins' Relevant Text Messages
(iPad #0033915)

Message Sent To	Name (message to)	Message Received From	Name (message from)	Date/Time	Date/Time	Message	VLS NOTE
+18583426952	Tina McDowell	+18583426952	Tina McDowell	4/25/2016 8:33:39 AM			
		+18583426952	Tina McDowell	4/25/2016 10:15:29 AM			Hi, you there?? I've explained to Andy that you take V to school on Mondays and do not typically arrive until 9:00 ish. He told me to get you here ASAP I have files from your desktop last week in my car. Shall I bring them to your house after work?
+18583426952	Tina McDowell	+18583426952	Tina McDowell	4/25/2016 10:18:45 AM	4/25/2016 10:18:02 AM		Yes please and the drive.
+18584420371	Patrick Collins (son)			4/25/2016 1:09:48 PM			Okay. Anything else?
		+18584420371	Patrick Collins (son)	4/25/2016 1:11:37 PM			Sorry I didn't have a chance to talk to you and tell you what happened this morning. It was a complete surprise to me. What they are doing is wrong but right now we have to figure out our next steps. Hope the interview went well. Please let me know. I love you b.
		+18584420371	Patrick Collins (son)				If its wrong then I'm not sure why they would do it; I don't believe what I hear about your job anymore sorry.

VLS Notes

- (1) 2/24/16 - 2/26/16 were reported as Bereavement in state and 2/29/16 - 3/3/16 were reported as illness in Collins' leave information (see Attachment #4).
- (2) This day was not reported as a vacation day or sick day in Collins' leave information (see Attachment #4).
- (3) A picture of a house was attached to this text message; however, it was not included with this summary.

John Collins' Relevant Text Messages
(iPad #8051457)

Message Sent to	Name (message to)	Message Received From	Name (message from)	Date/Time	Date/Time	Message
+16199942535	Dan Shinoff				2/21/2016 2:06:21 PM	Hi Dan Sorry for bothering you on the weekend. As the board continues to delay action regarding any settlement of my contract by only meeting with their counsel once a month I believe they are deliberately allowing the buyout provisions of my contract to diminish. I will discuss this with my counsel as a possible example among others as an attempt at constructive termination. My question for you is whether the Brown Act would allow them to hold what would otherwise be considered a serial meeting if the purpose is solely to give directions to their legal counsel on threatened litigation. I know that could call a special closed session but have chosen not to do so. I want them to know that their failure to negotiate in a timely manner could be interpreted as a deliberate attempt to violate the release clause of my contract. I'd appreciate any wisdom you may be able to share. They were provided a counter offer at the last regular meeting but failed to give any direction to their counsel citing the need to meet their fiduciary responsibility of due diligence.
		+16199942535	Dan Shinoff	2/21/2016 2:08:42 PM		With any threat of litigation they can hold a closed session and give direction to counsel. All the best to you and your family.
		+16198139970	Wendy Anderson (7)	3/1/2016 12:50:37 PM		Yesterday I took a bunch of stuff home including the notebook where I kept the password for her lunch account. However Malliga was here and took care of it. She should be good to go. I'll send the password to Tina later from home for the future.

John Collins' Relevant Text Messages
(iPad - no ID)

Message Sent To	Name (message to)	Message Received From	Name (message from)	Date/Time	Date/Time	Message
+16199942535	Dan Shinoff	+16199942535	Dan Shinoff	11/20/2015 11:11:54 AM		Just got a call from DA's office
		+16199942535	Dan Shinoff	11/20/2015 11:18:45 AM		Spoke to DA, he doesn't want his hand to be forced. Cancel the meeting. Please call me when you can
		+16199942535	Dan Shinoff	11/20/2015 11:37:58 AM	11/20/2015 11:37:39 AM	Will do.
		+16199942535	Dan Shinoff	11/30/2015 10:04:52 PM		How was your meeting?
		+16199942535	Dan Shinoff	11/30/2015 10:22:42 PM	11/30/2015 10:19:14 PM	Awful!!! will call you tomorrow. What's a good time for you?
		+16199942535	Dan Shinoff	11/30/2015 10:24:34 PM		I am sorry that happened. Any insight
					11/30/2015 10:29:34 PM	You name it will be there
						You have decided that each Board member will submit the names of two attorneys from the list of the law firms currently under contract and schedule a time on Sunday December 6 when they can interview all of them and then select who they want to represent them in negotiations with my legal counsel who leaves town on December 7!! I will try to speak with Lynn tomorrow morning seek her advice. I'll call you in the morning. Thanks
		+16199942535	Dan Shinoff	11/30/2015 10:30:28 PM		Pathetic
		+16199942535	Dan Shinoff	11/30/2015 10:30:28 PM		Hey it's Rachel. Can you please check on my application. Thanks love you.
+16199942535	Rachel (no last name)	+16199942535	Rachel (no last name)	1/7/2016 11:06:45 AM	1/7/2016 11:29:33 AM	Remind me of the title of the position.
+16199942535	Rachel (no last name)	+16199942535	Rachel (no last name)	1/7/2016 12:15:37 PM	1/7/2016 11:39:16 AM	Did you apply as Collins or Weber?
		+16199942535	Rachel (no last name)	1/7/2016 12:18:02 PM		Collins
		+16199942535	Rachel (no last name)	1/7/2016 12:38:04 PM		High school accounting technician
						Thanks.
+16199942535	Lisa (wife)	+16199942535	Lisa (wife)	1/23/2016 8:44:11 PM	1/23/2016 8:43:58 PM	The Lopez brothers just showed up. What a great surprise! How are you doing?
+16199942535	Lisa (wife)	+16199942535	Lisa (wife)	1/23/2016 8:55:31 PM	1/23/2016 8:55:31 PM	Good! leaving the mall. Have a great time
		+17603170528	Dan Lopez	1/23/2016 8:56:38 PM		Thanks. Love you. D
		+18587769758	Andy Shean	1/23/2016 9:03:03 PM		Seems like the dick not in the picture. Fucking Shean!
		+18587769758	Andy Shean	1/23/2016 9:03:15 PM		Fuck!
		+18587769758	Andy Shean	1/23/2016 9:03:25 PM		I thought u did not know they were playing
		+18587769758	Andy Shean	1/23/2016 9:03:35 PM		I had sex tonight though
		+17603170528	Dan Lopez	1/23/2016 9:04:08 PM		Ya but we showed thanks to your heads up.
		+17603170528	Dan Lopez	1/23/2016 9:04:11 PM		Glad you got laid.
		+17603170530	Damen Lopez	1/23/2016 9:07:36 PM		You never know when the brothers are going to show up! I was in your be flats night with your wife and you didn't feel a thing.... Neither did she.
		+18587769758	Andy Shean	1/23/2016 9:08:16 PM		Hahahahaha
		+18584147208	Robert Gravina	1/23/2016 9:10:25 PM		Who'd u have sex with?
		+18587769758	Andy Shean	1/23/2016 9:12:45 PM		I think my wife, but it could have been myself
					1/23/2016 10:24:14 PM	What is sex??
		+18584147208	Robert Gravina	1/23/2016 10:26:31 PM		I'm home safe. The boys. Gr8 nite. Luv U, Bobby g
		+17603170530	Damen Lopez	1/23/2016 10:27:06 PM		Good deal. Rest up brather.
		+18584147208	Robert Gravina	1/24/2016 9:23:34 AM		Gr8 seeing everyone last night. Well done David.
		+17603170528	Damen Lopez	1/24/2016 9:24:14 AM		So glad we got to make it. Thanks.
		+17603170530	Damen Lopez	1/24/2016 10:04:34 AM		Agreed!
		+18584146738	Dave LeMaster	1/24/2016 10:20:54 AM		Thanks for coming over and letting me host. It was great seeing everyone.
		+16199942535	Mark Miller	1/24/2016 11:26:53 PM		Some "firsts" from last night: *three of a kind in 3 card guts *3 exact "275" in 7-27 *Bobby G did not win a hand *Lopez Boys pulling off a surprise appearance *Mark walking into a sliding door 5 times. (Maybe that wasn't a first) *no dessert (but we forgive the rookie because of the great dinner AND he know Dan and Damen were coming!)

John Collins' Relevant Text Messages
(iPad - no ID)

Message Sent To	Name (message to)	Message Received From	Name (message from)	Date/Time	Date/Time	Message
		+17603170530	Damen Lopez	1/24/2015 2:15:34 PM		Ps: Fuck Shean!
		+17603170530	Damen Lopez	1/24/2015 2:15:39 PM		Agreed. So glad we came. Please think about scheduling John and Milze's retirement party in Vegas in May. Would love an excuse to go. Who's in?
		24273	Chase	2/24/2015 8:46:52 AM		Chase CC Acct 7499: Payment due in 10 days. If you've already scheduled or made your payment, please ignore this notice.
		24273	Chase	3/7/2015 8:26:48 AM		Chase CC Acct 7499: Payment due in 10 days. If you've already scheduled or made your payment, please ignore this notice.
		24273	Chase	4/25/2015 8:21:50 AM		Chase CC Acct 7499: Payment due in 10 days. If you've already scheduled or made your payment, please ignore this notice.

EXHIBIT 2

**BEFORE THE POWAY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
SAN DIEGO, CALIFORNIA**

In re:)
)
JOHN P. COLLINS,)
)
Respondent)
_____)

STATEMENT OF CHARGES

As set forth more fully below, this Statement of Charges is filed against JOHN P. COLLINS ("Superintendent" or "Dr. Collins"), the Superintendent of Poway Unified School District. This Statement of Charges alleges that:

- a) Dr. Collins has engaged in unprofessional conduct within the meaning of Education Code Section 44932, subdivision (a) (2);
- b) Dr. Collins has engaged in dishonesty within the meaning of Education Code Section 44932, subdivision (a)(4);
- c) Dr. Collins has persistently violated and has refused to obey the laws of the state and reasonable regulations prescribed by the governing board of Poway Unified School District for the operation of the District schools, within the meaning of Education Code Section 44932, subdivision (a)(8);

I.

FACTUAL ALLEGATIONS

The charges against Dr. Collins are based on the following facts:

1. Dr. Collins is the Superintendent of Poway Unified School District ("PUSD" or "District") pursuant to an employment agreement effective July 1, 2014 ("Employment Contract"), a true and correct copy is attached as Exhibit 1;
2. Dr. Collins has served as Superintendent of PUSD since July 2, 2010. Prior to that time Dr. Collins served as the Deputy Superintendent from June 24, 2001 to June 30, 2010, responsible for the District's business operations;
3. Paragraph 3 of the Employment Contract requires that the Superintendent "perform all duties and responsibilities as set forth in the California Education Code . . . rules, regulations, policies and directives of the Board. This includes acting as the Chief Executive Officer of the District."

4. Article 1.7 of the Board Policies, titled "Major Functions and Responsibilities," designates the Superintendent as the Chief Executive Officer of the District. See Exhibit 2. This policy also delegates to the Superintendent the management of the financial control systems. Article 2.2 of the Board Policies, titled, "Management Rights and Responsibilities" states, "[a]ll management functions, rights, power and authority . . . shall remain vested exclusively in the management team as directed through the Superintendent as the Chief Executive Officer" including, "direct[ing] the work of its employees . . . maintain[ing] the efficiency of the District operation, develop[ing] and implement[ing] budget procedures." See Exhibit 3;

5. Article 6.10 of the Board Policies, titled "Financial Operations" provides, "The Board expects all employees . . . to act with integrity and due diligence in duties involving the District's fiscal resources. . [t]he Superintendent, or designee shall be responsible for developing internal controls which aid in the prevention and detection of fraud, financial impropriety, or irregularity within the District." See Exhibit 4. As Superintendent, Dr. Collins has a fiduciary responsibility to protect the funds of District;

6. On or about April 25, 2016, the Board requested an independent, fact-finding forensic accounting related to the compensation and other payments made to Dr. Collins by the District. See Exhibit 15;

7. Paragraph 1 of the Employment Contract provides that the Superintendent shall be required to render twelve months of full and regular service to the District, exclusive of vacation, recognized holidays, and sick and other approved leaves. Dr. Collins on the following occasions did not provide the full and regular service required of his contract, nor did he take the absence through vacation, sick leave or other Board approved leave:

(a) Dr. Collins sent the Board a letter dated February 24, 2016, via e-mail and certified mail notifying the Board that due to a death in the family and a medical issue he would be out for an indefinite period of time. See Exhibit 5. The Board President met with Dr. Collins on March 17, 2016 informing him that he would be limited to the same number of bereavement days as other employees and would have to comply with state law and district policies related to sick leave.

(b) On June 19, 2015, Tina McDowell submitted a confirming e-mail to a group of District employees attaching a vacation schedule for summer 2015. Dr. Collins scheduled to take the entire month of July off. This would have constituted 22 days (excluding one holiday). Based on the District vacation report, Dr. Collins claimed 10 vacation days and 2 sick days. See Attachment 5 of Exhibit 15.

(c) On April 22, 2016, Dr. Collins sent a text message to his wife stating, he would not be going into work. This day was not reported as a vacation or sick day in Dr. Collins leave information. See Attachment 12 of Exhibit 15.

(d) Dr. Collins sent a text message indicating that he had surgery on February 25, 2016. This day was not reported as a vacation or sick day in Dr. Collins leave information. See Attachment 12 of Exhibit 15.

8. Paragraph 2 of the Current Employment Contract provides that the Superintendent's annual salary shall be \$297,735, "unless increased by action of the Board." Paragraph 2 also entitles the Superintendent to "all benefits applicable to non-represented certificated twelve-month managers . . . including longevity step increases." Board Policy, Article 4.403, titled, "Management Schedule, Effective 7/1/15, has the exact same language as Dr. Collins' employment contract regarding longevity bonuses. See Exhibit 6. The clear language reads:

"2.5% increase at the conclusion of ten (10) years of service
2.5% increase at the conclusion of fifteen (15) years of service
2.5% increase at the conclusion of twenty (20) years of service
2.5 increase at the conclusion of twenty-five (25) years of service." (emphasis added)

9. Pursuant to this provisions, Dr. Collins should have only received an increase at the conclusion of the 10 years of service in 2010 of 2.5% for a total amount of \$5,159.57 and an additional 2.5% at the conclusion of his 15 years of service in 2015 for an amount of \$7,443.38, for a total of \$12,602.95. Instead, during the term of his superintendency as the Chief Executive Officer of the District, he received annual, compounded and cumulative "longevity payments" in the total amount of \$144,692.51. In fiscal year 2014/2015, Dr. Collins received longevity payment in the amount of \$30,908.76. Through December 2015, Dr. Collins has already received longevity payment in the amount of \$16,572.00. Without out any contractual legal authority or authority from Board policy, Dr. Collins even received retroactive calculations of "longevity payments" when he received retroactive salary raises. Since neither his Contract nor District policies allow the annual, compounded and cumulative calculations, Dr. Collins was overpaid \$132,089.56 in longevity pay.

10. On December 3, 2015, using his District e-mail, and in his capacity as the Superintendent of the District, Dr. Collins sent Malliga Tholandi, Associate Superintendent of Business Support Services an e-mail requesting an analysis to increase the longevity from 2.5% at 5 year increments to 2.5% at 10 years, 3% at 15 years, 3.5% at 20 years and 4% at 25 years. He wrote,

"I'm thinking this could go into effect 1-1-2016. So anyone currently receiving longevity [i.e. Dr. Collins, himself] for 15, 20 or 25 would just start getting their longevity recalculated to the new number going forward."

Article 1.7 of the Board Bylaws provides that the Board shall fix the compensation for all employees, including the Superintendent, yet there was no mention in Dr. Collins e-mail, of requesting Board approval for this "new policy" in which he had a direct financial interest. See Exhibit 2. At the time of Dr. Collins' e-mail, his longevity pay calculated at 10.39% of his base. As

noted above, that calculation resulted in a payment of \$30,908.76. Dr. Collins has been with the District 27 years, therefore he stood to benefit at the highest amount of 4% proposal. Under Dr. Collins new proposal, using the annual, compounded, cumulative formula, he would have received nearly an additional \$1,000 per month. At his current base salary that would have meant a bonus of at least \$43,284. This directive in his capacity as Superintendent, according to his e-mail, would have taken place in less than 30 days and without any mention of Board approval. Dr. Collins lacked the unilateral authority to increase compensation for himself, or for any other employee of the District.

11. Given the District's, already, compounding and cumulative method of calculating the formula, this significant percentage increase proposed by Dr. Collins would have cost the District hundreds of thousands of dollars. Dr. Collins not only had a direct conflict of interest in proposing an increase to the longevity payments because he stood to directly benefit to the tune of thousand, and potentially tens of thousands of dollars, but his proposal to have the revisions to almost immediate effect is a breach of his fiduciary responsibility to protect the funds of the school district in which he serves. His proposal to award the highest percentage to the group in which he belonged was self-dealing.

12. The Superintendent is required to comply with conflict of interest laws, including the Political Reform Act and Government Code Section 1090.

13. Dr. Collins received payments he was not legally authorized to receive contractually or otherwise, and did so by circumventing, or completely ignoring the District's internal controls. Pursuant to Article 6.0 of the Board Policies, the District maintains a Revolving Cash Fund. The Policy states, "[t]he purpose of the Revolving Cash Fund ("RCF") is to expedite small, purchases, emergency payments, and to reduce purchasing costs." Purchases should not exceed \$150.00 unless specifically approved by the Director of Finance." See Exhibit 7.

Dr. Collins violated this policy repeatedly in the following manner:

- (a) There were eight separate payments made from RCF to Dr. Collins for "internet service" for a total amount of \$1,646.15. The District could not provide any documentation supporting these payments.
- (b) Dr. Collins received 3 advances related to travel in the amount of \$900.00, exceeding the \$150 limit from the RCF and the purpose for obtaining monies from RCF.
- (c) Dr. Collins received three separate reimbursements related to travel for a total of \$1,119.04, in violation of the limit and purpose of the RCF.
- (d) Dr. Collins received a payment of \$17,000 from the RCF as a vacation payout. See Attachment 11 of Exhibit 15.

There were ten (10) payments, totaling \$20,170.86, to Dr. Collins from the RCF that exceeded the \$150 limit established by Board Policy. The one in the highest amount, did not have the mandatory two signature in violations of the District Policy requiring. Although there were internal controls in place, limiting the amount and use of the RCF, Dr. Collins used his position as Superintendent to circumvent those controls. Malliga Tholandi stated that no other District employee had received a vacation cash out from the RCF.

Section 424 (a)(1) of the Penal Code provides:

“Each officer of this state, or any county, city, town or district of this state, and every other person charged with the receipt, safekeeping, transfer, or disbursement of public moneys, who . . . [w]ithout authority of law, appropriates the same, or any portion thereof, to his or her own use, or to the use of another, is guilty of a crime.”

Dr. Collins is a public official, placed in a position of trust- as the District Superintendent. As such he is contractually, and through numerous Board Policies charged with the safekeeping of public moneys. Dr. Collins, knew or should have known, that his receipt of the amounts listed above, in excess of the authorized limit, without legal right to the payments, was wrongful conduct. These payments which were not authorized by his employment contract or any other policy constitute misappropriation of public funds, and a breach of his fiduciary duties. (*People v. Hubbard* (2016) Supreme Court of California, 216444; See *People v. Groat* (1993) 19 Cal.App. 4th 1228, 1232)

14. Pursuant to Paragraph 5 of the Employment Contract the Superintendent has an explicit contractual obligation to perform his duties in a legal and ethical manner, including acting in a manner consistent with fiduciary loyalty to the District. The contractual obligation specifically requires an obligation to comply with the “rules set forth by the Fair Political Practices Commission.” (Paragraph 7). The Superintendent therefore should not have utilized his position as the Superintendent in matters in which he knew, or should have known his interests were in conflict with the interests of the District. Yet, on the following occasions Dr. Collins violated conflict of interest provisions by attempting to negotiate a contractual agreement (severance agreement or settlement agreement), and negotiating both as the District’s Superintendent and as the adverse party to the District.

(a) On November 19, 2015, Dr. Collins Sent the Board an e-mail titled “Special Board Meeting-Confidential Attorney/Client Communication.” Although the District’s General Counsel was cc’ed in the correspondence, Dr. Collins also cc’ed his attorney Lynn Lasry, thereby waiving any alleged attorney/client privilege. The special meeting Dr. Collins was so urgently attempting to schedule was a meeting to have the Board discuss a buyout of his contract. In the e-mail Dr. Collins instructed the Board to “give direction to Malliga Tholandi to contact one of the 10 firms currently under contract with the District and request that one of its attorneys be appointed to represent the Board to begin negotiations with my legal counsel Ms. Lynn Lasry.” See Exhibit 8. Dr. Collins in

his capacity as Superintendent was insisting on calling a special meeting and directing the Board on whom to use as legal counsel to negotiate a matter in which he had a direct financial interest.

- (b) On November 20, 2015, the District's General Counsel sent a text message to Dr. Collins stating, "Just got a call from DA's office. Spoke to DA. He doesn't want his hand to be forced. Cancel the meeting." See Attachment 14 of Exhibit 15.
- (c) On November 25, 2015, Dr. Collins again tried to schedule a special meeting, this time citing to District policy giving him as the Superintendent authority to call the special meeting. He went further in this e-mail and highlighted in red the proposed timing "as soon as possible" and underlined, "I will call the meeting whenever a quorum of three members can attend." See Exhibit 9. He again included the proposed agenda that he prepared. The item on the agenda was intended to permit the Board to negotiate his contract buyout, and was stated as "Closed Session: Conference with Labor Negotiators: Unrepresented Employee: Superintendent."
- (d) Dr. Collins again on November 27, 2015 (the day after Thanksgiving) sent the Board yet another e-mail reducing the number of firms he is directing the Board to select, from 10 to 6 to negotiate his severance agreement. He writes, "Of the six firms I have only dealt with attorneys from the first three firms listed. I have never had any personal interaction with anyone from the firm numbers 4,5 or 6." He writes further, "absent a response from each of you, I will schedule the meeting that fits the greatest number of member who replied." See Exhibit 10.
- (e) On December 10, 2015 he sent an e-mail to the Board President attempting to persuade her to keep the discussion of his contract buy out agendaed as he had been directing. See Exhibit 11.
- (f) Although the Superintendent knew that his interests in the buyout of his contract were legally adverse to the District's, on February 21, 2016 he sent the District's General Counsel a text message asking the General Counsel for legal advice regarding his buyout. The text message read,

"Sorry for bothering you on the weekend. As the board continues to delay action regarding any settlement of my contract by only meeting with their counsel once a month I believe they are deliberately allowing the buyout provisions of my contract to diminish. I will discuss this with my counsel as a possible example among others as an attempt to constructive termination. My question for you is whether the Brown Act would allow them to hold what would otherwise be considered a serial meeting if the purpose is solely to give directions to their legal counsel on threatened litigation.[sic] I know that [sic] could call a special closed session but have chosen not to do so. I want them to know that their failure to negotiate in a timely manner could be interpreted as a deliberate attempt to violate the release clause of my contract. I'd appreciate any

wisdom you may be able to share. They were provided a counter offer at the last regular meeting but failed to give any direction to their counsel citing the need to meet their fiduciary responsibility of due diligence." The District's General Counsel responded, "With any threat of litigation they can hold a closed session and give direction to counsel. All the best to you and your family." See Attachment 13 of Exhibit 15.

15. Government Code Section 1090 provides in relevant part:

"Members of the Legislature, state, county, district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity."

Dr. Collins had a direct financial interest in his employment contract and any potential severance agreement or contractual buyout. An agency may make a contract in which one of its employees has a financial interest if that person has no role in making the contract. As a conflict of interest statute, section 1090 is broadly construed, its exceptions narrowly construed and it is strictly enforced. (See *Stigall v. City of Taft* (1962) 58 Cal.2d 565, 569-571). For a violation of Section 1090 to occur, the employee making a contract, "as an individual must participate in the making of a contract in his official capacity." (*Fraser-Yamor Agency, Inc. V. County of Del Norte* (1977) 68 Cal.Appl. 3d 201, 211). Even the mere expectation of economic benefit triggers its proscription. (*Peaple v. Honig* (1996) 48 Cal.App. 4th 289, 323-325) "[A]n official has a financial interest in a contract . . . when it is reasonably foreseeable that the contract may have a financial effect . . . on any source of income of the official." (Id. at 333).

16. As detailed in Paragraph 14, Dr. Collins participated in negotiating his severance agreement in his official capacity as the Superintendent. He was leading the scheduling of special board meetings, through numerous e-mails, using his District e-mail account, and finally going as far citing to Board Policy authorizing him as the Superintendent to call a meeting, where he would either keep his source of income or benefit financially from any ultimate contract. Dr. Collins went as far as attempting to limit the Board's authority to retain only law firms with current contracts with the District.

17. The Superintendent is entitled to thirty days (30) days of annual vacation with pay. Paragraph 9 of the Employment Contract limits any accrual of unused vacation to sixty (60) days. The contract clearly states that the Superintendent shall "cease to accrue further vacation days until the Superintendent accrued vacation falls below sixty (60) days." Unlike Sections 2, 10 and 12 of his Employment Contract, that specifically state the Superintendent shall be entitled to "all benefits applicable to non-represented certificated twelve-month managers", Section 9 of Dr. Collins Employment Contract, titled, "Vacation and Holidays" does not bind the Superintendent to the same benefits applicable to other certificated managers. His contract provides a much more generous vacation allocation than other employees. For one, Dr. Collins is entitled to 30 days of annual vacation. Board Policy, Article 4.408, titled, "Vacation-Management Personnel," provides that certificated and classified managers must

earn the vacation at a maximum of 26 days and caps any carry over at a 26 days. See Exhibit 12. Dr. Collins is allowed to carry over 60 days.

18. Dr. Collins contract does not allow for vacation payout, unless consistent with State law, the contract is terminated. Dr. Collins has served continuously as Superintendent since 2010. Yet, Dr. Collins directed Malliga Tholandi, Associate Superintendent of Business Services, who reports directly to Dr. Collins to cash out his vacation on the following 4 separate occasions:

- (a) On August 31, 2012 Dr. Collins cashed out 10 days for a total of \$10,371.70.
- (b) On March 31, 2014 Dr. Collins cashed out 22 days for a total of \$23,150.63
- (c) On July 31, 2014 Dr. Collins cashed out 64 days for a total of \$87,192.68
- (d) On December 31, 2015 Dr. Collins cashed out 20 days for a total of \$27,745.80

19. During a period of 3 years Dr. Collins received \$148,460.81 in vacation cash outs. There is no evidence that prior to assuming the position of Superintendent, Dr. Collins received any vacation payouts. At no point did Dr. Collins request the vacation payout from the Board of Education. The District could not provide any documentation for the reason or basis of the August 31, 2012 payout. Without utilizing any formal document, Dr. Collins requests the payouts with printout of a section of his contract, which is completely void of any authorization for a payout, and hand writes his requests. See Attachments 6,7 and 8 of Exhibit 15.

20. On November 19, 2015, Associate Superintendent Tholandi wrote a memo to Joy Ramiro, Director of Finance, directing Ms. Ramiro to process a payment from the Revolving Cash Fund for the Superintendent in the amount of \$17,000. As discussed in paragraph 8 above, the \$17,000 payment from the Revolving Cash Fund violated the limit and purpose set out in the Board Policy. According to an interview with Ms. Tholandi, Dr. Collins approached Ms. Tholandi and requested the vacation payout. Dr. Collins told Ms. Tholandi that he needed the funds to pay an attorney that he had engaged. According to Ms. Tholandi, no other employee has received vacation payout through the RCF. He directed staff who reported directly to him, whose employment contract he had the discretion to recommend for Board approval, to issue payments to him without following District policies or procedures, and without Board approval. During the months of October and November, using the District issued and paid for ipads, Dr. Collins exchanged text messages with his spouse discussing financial hardship. On October 15, 2015 Dr. Collins sent his wife a text message stating, "All I was trying to do on my phone at the game tonight was try to figure out a way to get the money needed to help both us and Ginger before December. I think I found a way." See Attachment 12 of Exhibit 15. He did in fact find a way- misappropriating public funds, through the revolving cash fund. Dr. Collins use of "vacation cash out" to address his financial hardship was so prevalent, and informal that the District's Employee Leave Information was grossly inaccurate. Two of his vacation payouts were never deducted from his vacation bank. After his cash out out of 64 days on July 1, 2015 his vacation balance went negative.

21. Board Policy, Article 4.0, Section 4.408, provides,

"The Board of Education recognizes the benefit of providing appropriate vacation times for management employees. It is expected that the employee's annual vacation allowance be taken before the end of the fiscal year in which the vacation time was earned. If job demands or emergency conditions exist, as determined by the immediate supervisor and approved by the Superintendent, that preclude release for vacation the employee shall be paid for the days that exceed his/her annual accrued vacation carryover."

As stated above, Dr. Collins was not entitled to the benefit of this policy since his contractual provisions related to vacation were more generous than certificated management. However, even assuming Dr. Collins was entitled to the benefit of vacation payout pursuant to Article 4.0, he would have had to (1) demonstrate he was precluded from taking vacation (which he was not), as determined by his supervisor [the Board]. See Exhibit 13. Instead he directed his subordinates to process the payments and approved them payments for himself.

Government Code Section 8314 provides:

"It is unlawful for any elected state or local officer, including any state or local appointee, employee or consultant to use or permit others to use public resources for campaign activity, or personal or other purpose which are not authorized by law."
(emphasis added)

It is important to note, that Section 8314 (b)(4) does not require intent. It merely requires the use or misuse of public resources. The Superintendent's financial hardship did not justify circumventing internal procedures and obtaining monies from the District's cash fund. Especially since he had exhausted his vacation and was carrying a negative vacation balance.

22. Board Policy, Article 6.18, titled, "Credit Card Accounts and Usage" provides in relevant part,

"Cardholders are authorized to use the Purchasing Card to purchase any merchandise or services required as a function of their duties at the District with the exception of the following: [1] items for personal use, [2] items not related to District business, [3] any purchase prohibited by District policy." See Attachment 9 of Exhibit 15;

As detailed in Table 8 of Exhibit 15, Dr. Collins used the P-Card for personal expenses, including meal purchases over the permitted allowance, and in some instances, in addition to the per diem he received. The P-card purchases also included the purchase of four round trip tickets on Southwest for John Collins, Lisa Collins, Patrick Collins and Virginia Colls from San Diego to Baltimore, MD for a total cost of \$2,167.20, plus early bird check in for all four members of Dr. Collins family for a total cost of \$2,267.20. The charges were made on June 10, 2013, with 4 separate credit charges, each for \$541.80 with the expense description listed as "John Collins travel expense." On July 3, 2013, Dr. Collins wrote the District a check for \$2,267.20. See

Attachment 10 of Exhibit 15. Dr. Collins use of the District P-Card for his personal expenses, including paying for his family's vacation, constitutes misappropriation of public funds.

23. On April 22, 2016, using the District issued and paid for devices, Dr. Collins exchanged e-mails with his administrative assistant Tina McDowell, where Ms. McDowell writes, "I am feeling uncomfortable about the Board being here on Sunday. Unless you are planning on being here over the weekend, I am loading up files (from the stack on your desk) and taking them home with me." Dr. Collins responds, "I will not be there. Thanks for doing that." Dr. Collins was aware that the Board was conducting an investigation regarding his compensation and payments made to him. On April 25, 2016, the day Dr. Collins was placed on administrative paid leave, Ms. McDowell: "I have files from your desktop last week in my car. Shall I bring them to your house after work." Dr. Collins had been directed that morning to return his District issued cell phone. His authorization to have his administrative assistant remove District files constitutes interference with an investigation.

24. Section 35162 of the Education Code provides in its entirety, "In the name by which the district is designated the governing board may sue and be sued, and hold and convey property for the benefit of the District." Pursuant to state law, legal action may only be initiated with the approval of the Board of Education. Yet, the Superintendent directed the District's General Counsel to file legal action without the Board's approval. The following legal actions were filed without Board approval and at the direction of Dr. Collins:

- (a) *Poway Unified School District v. Arosemena*, filed on February 6, 2014 (Petition for Workplace Violence Restraining Orders on behalf of Rhandy Galvez, his wife and two children);
- (b) *Poway Unified School District v. Garnier*, October 21, 2014, Case No. 37-2014-00035745-UC-PT-CTL (Petition for Workplace Violence Restraining Order on behalf of Mary Jo Thomas);
- (c) *Poway Unified School District v. Garnier*, October 8, 2015 (Request for Civil Harassment Restraining Order on behalf of Jessica Wakefield);
- (d) *Collins v. Wilson*, September 20, 2015, Case No. 37-2015-00032617 (Request for Civil Harassment Restraining Order on behalf of John P. Collins, his wife and two children);

The Board did not learn of the filing of these legal actions until on or about January 2016, when the District received a Public Records Act request from Keith Wilson, the respondent in the legal action filed by Dr. Collins. Education Code Section 35162, not only mandates Board approval, but specifically requires that any legal action initiated by the District be in the "name by which the District is designated." Case number 37-2015-00032617, filed in the Superior Court of in San Diego, requesting a temporary restraining order for Dr. Collins and his family, was filed in his name and not the name of the District. See Exhibit 14. Although the legal action was filed in Dr. Collins name, rather than in the name of the District as is statutorily required, the matter

was nonetheless handled by the District's General Counsel and the legal fees associated with the legal matters were paid using District funds. The Civil Case Cover Sheet lists "Petitioner" as "John Collins." Under "relationship of the parties", Dr. Collins states, "Grandparent of student within Poway Unified School District where I am currently Superintendent." The District is only referenced as his employer. Under "venue" Dr. Collins checks off the boxes, "the person lives in the county" and "I was harassed in the county", but makes no reference to the location of the District within the County.

The Declaration in Support of the legal action brought by Collins includes as the basis for the restraining order, the statements made by Keith Wilson during public comment at the Poway Unified School District's Board meetings. Pursuant to the Brown Act, a public entity is not permitted to prohibit criticism. (Government Code Section 54954.3(c)). The Board as the elected body, statutorily mandated to follow the public comment provisions of the Brown Act should have been presented with the information to make an informed decision on whether to authorize the filing of the temporary restraining order based, primarily on conduct, that took place at their public meeting, during public comment.

**II.
CHARGES
AGAINST SUPERINTENDENT**

**A.
UNPROFESSIONAL CONDUCT
And
DISHONESTY**

(California Education Code Section 44932(a)(1), (a)(4))

25. The Districts realleges and incorporates by reference the allegations of Paragraph 1 through 24 above.
26. Dr. Collins' actions as alleged herein, including by way of illustration but not limitation:
- (a) His failure to provide twelve months of full and regular service to the District as required by his employment contract, by taking days off of work without properly accounting for them as vacation, sick leave or other approved leaves;
 - (b) His request for reimbursements for expenses that were not permitted by his employment contract and/or exceeded the policy limit, including, but not limited to reimbursement for his personal internet/cable and meals;
 - (c) His receipt of per diem for attendance at conferences covering 3 meals, and use of District's P-card to pay for meals for same day;

- (d) His direction to staff to remove files from the District office during an investigation and while he was placed on administrative leave;
- (e) His request and receipt of a payroll payment from the District's Revolving Cash Fund;
- (f) His use of the District's P-Card for personal expenses;
- (g) His inappropriate use of the technology devices issued by the District;
- (h) His persistent and pervasive violation and refusal to obey reasonable policies and regulations adopted by the Poway Unified School District for the benefit of the District, including without limitation:
 - (i) Board Policy, Article 1.7: Major Functions and Responsibilities;
 - (ii) Board Policy, Article 2.2: Management Rights and Principles;
 - (iii) Board Policy, Article 6.10: Financial Operations;
 - (iv) Board Policy, Article 6.13.1: Revolving Cash Fund;
 - (v) Board Policy, Articles 4.408 and 4.408.1: Vacation Management Personnel and Vacation Procedures;

all constitute unprofessional conduct and dishonesty within the meaning of Education Code Section 44932(a)(2) and (a)(4), and justify the termination of Dr. Collin's employment as a certificated employee of the Poway Unified School District.

B.

**PERSISTENT VIOLATION OF THE LAWS OF THE STATE AND REGULATIONS PRESCRIBED BY THE GOVERNING BOARD OF POWAY UNIFIED SCHOOL DISTRICT
(California Education Code Section 44932(a)(8))**

27. The Districts realleges and incorporates by reference the allegations of Paragraph 1 through 24, above.

28. Dr. Collins' actions as alleged herein, including by way of illustration but not limitation:

- (a) Dr. Collins persistent direction to staff to issue him payments and reimbursements not authorized by his contract, District Policies or approved by the Board is misappropriation of public funds;

- (b) Dr. Collins use of the District P-card for meals for himself and others in excess of the District authorized per diem, and his proposal for significant increases to longevity pay without Board approval is a misappropriation of public funds and a gift of public funds;
- (c) Dr. Collins had a significant role as the Superintendent in the negotiations of his contract buyout where he had a financial interest in violation of conflict of interest laws;
- (d) His persistent and pervasive violation and refusal to obey the laws of the State of California and reasonable policies and regulations adopted by the Poway Unified School District for the benefit of the District, including without limitation:
 - (i) Penal Code Section 424 (a)
 - (ii) Government Code 1090
 - (iii) Government Code 8314 (a)
 - (iv) California Constitution Article XVI Section 6
 - (v) Education Code Section 35162

III

INDEPENDENT GROUNDS FOR DISMISSAL

29. Each separate ground used as a basis for this disciplinary action shall constitute an independent, and independently sufficient basis justifying Dr. Collins' dismissal.

IV

ADDITIONAL ACTS AND INCIDENTS

30. The enumeration of the specific acts and incidents described above is not intended to preclude the District from alleging additional acts and incidents in support of any or all of the charges listed above. All of the charges as stated above support the dismissal on grounds of unprofessional conduct, dishonest, and persistent violation of State Law and reasonable governing board regulations. For the foregoing reasons, cause exists for the immediate dismissal of Dr. Collins as Superintendent of the Poway Unified School district.

V

NOTICE OF CONFERENCE

31. On July 10, 2016 at 6:00 pm at the District Office, the Poway Unified School District Board of Education will consider and vote upon this written Statement of Charges, calling for dismissal of Dr. Collins from his position as Superintendent of the District;
32. Pursuant to the Employment Contract, the Superintendent is entitled to counsel, at his own expense, at a conference with the Board to respond to the grounds for termination;

33. In accordance with the Employment Contract, Paragraph 15, Section B, a true and correct copy is attached to this Statement of Charges as Exhibit 1. Cause exists for dismissal of the Superintendent under the charges made herein;

34. Dr. Collins may, submit a written response prior to the July 10, 2016 conference date, provide a written response to the Board on July 10th and/ or address the Board on July 10, 2016. Dr. Collins may, at his own expense, be represented by legal counsel on this matter. If Dr. Collins would like to submit a written response, please send it to:

Maribel S. Medina, Esq.
Special Counsel to the Board
Maribel@mmedinalaw.com
562-544-2266

Any questions regarding this matter may be directed to Ms. Medina.

VI

ADDITIONAL, AMENDED OR SUPPLEMENTAL CHARGES

35. After the service of this Statement of Charges, but prior to the Conference with the Board, additional amended or supplemental charges may be served upon Dr. Collins.



**EMPLOYMENT AGREEMENT
BETWEEN THE
BOARD OF EDUCATION OF
THE POWAY UNIFIED SCHOOL DISTRICT
AND
DR. JOHN P. COLLINS, SUPERINTENDENT**

This Agreement is entered into between the Board of Education (hereinafter referred to as the "Board") of the Poway Unified School District (hereinafter referred to as "District") and Dr. John P. Collins (hereinafter referred to as "Superintendent").

1. TERM

The Board hereby employs Dr. Collins as the Superintendent of the Poway Unified School District for a term commencing on July 1, 2014, and ending the effective date of June 30, 2017, or until this Agreement is terminated by either party as set forth below. Additionally, upon a satisfactory performance evaluation by the Board, the Board may grant an employment extension of up to one additional year, through June 30, 2018.

The Superintendent shall be required to render twelve months of full and regular service to the District during each annual period covered by this Agreement, exclusive of vacation, recognized holidays, and sick and other approved leaves.

2. SALARY

Commencing on July 1, 2014, the annual salary for the Superintendent shall be Two Hundred Ninety Seven Thousand Seven Hundred Thirty Five dollars (\$297,735) for the term of this Agreement. This salary will be payable in twelve equal installments on the last working day of each calendar month, and prorated for any partial month's service. This annual salary shall be effective for the term of this Agreement, unless increased by action of the Board. Such an increase would not constitute a new agreement, nor extend the term of this agreement.

During the term of this agreement, Superintendent shall be entitled to all benefits applicable to non-represented certificated twelve-month managers as an incident to their employment relationship with the Board, including, but not limited to, longevity step increases and graduate degree stipends. The step increases shall be:

- 2.5% increase at the conclusion of ten (10) years of service
- 2.5% increase at the conclusion of fifteen (15) years of service
- 2.5% increase at the conclusion of twenty (20) years of service
- 2.5% increase at the conclusion of twenty-five (25) years of service

All amounts provided for in this section shall be considered part of the total STRS credible compensation.

The Superintendent will retain the option of designating a portion of his salary, within applicable legal limitations, to be placed into a deferred compensation plan which complies with all requirements of the Internal Revenue Code and all other applicable laws and regulations.

3. **DUTIES AND RESPONSIBILITIES**

The Superintendent shall be governed by and shall perform all duties and responsibilities as set forth in the California Education Code, as well as all rules and regulations of the State Board of Education and rules, regulations, policies, and directives of the Board. This includes acting as the Chief Executive Officer of the District.

The Superintendent shall comply with all Board directives, state and federal law, as well as District policy and District rules and regulations as they currently exist, or may hereafter be adopted or amended.

4. **ORGANIZATION**

The Superintendent shall organize District management and support staff to best serve the needs of the District. The Superintendent is responsible for recommending qualified candidates for selection, placement and transfer, to be approved by Board vote. In the event the Board does not approve the Superintendent's personnel recommendation, the Superintendent shall submit an alternative recommendation.

5. **BOARD-SUPERINTENDENT RELATIONS**

The Board and the Superintendent agree to work together in a spirit of cooperation and teamwork to further the District's mission. The Board and the Superintendent agree to perform their duties and responsibilities in a legal and ethical manner, including acting in a manner consistent with fiduciary duties and responsibilities of the position. The Board members shall, in their positions, formulate and adopt the policies of the District. It shall be the Superintendent's responsibility to administer the policies of the District, including the handling of criticism, complaint, and suggestions brought to the Board.

6. **EVALUATION**

The Board shall formally evaluate and assess in writing the performance of the Superintendent at least once per year. In addition to these evaluations, the Board and the Superintendent shall meet from time to time to discuss the Superintendent's performance. The Superintendent's evaluation shall be based upon the duties outlined in this Agreement, District Policies and Regulation, Board-adopted priorities, Goals and Objectives developed pursuant to Section 3 and prevailing law.

Said evaluation and assessment shall be reasonably related to the position description of the Superintendent and the goals and objectives of the District for the year of the evaluation. The evaluation format shall be reasonably objective and shall contain the following evaluation criteria: Board priority goals, Board relations, educational leadership, personnel relations, business and facilities services, community relations, personal qualities, administrative services.

The Board shall develop Goals and Objectives for the performance of the Superintendent. These Goals and Objectives shall be among the criteria by which the Superintendent is evaluated. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written reaction or response to the written evaluation. This response will become a permanent attachment to the written evaluation in the Superintendent's personnel file. The Board and Superintendent will meet within a reasonable period of time to discuss the evaluation.

The Superintendent's evaluation and assessment of performance, including evaluation criteria and performance goals and objectives, will be private and confidential. All discussions regarding these matters shall be held in a closed session of the Board.

7. **OUTSIDE PROFESSIONAL ACTIVITIES**

The Superintendent may utilize accrued unused vacation entitlements to undertake outside third-party professional consulting services such as consultative work, speaking engagements, writing, lecturing or other professional duties and obligations, subject to prior notice to the president of the Board. Outside third-party professional consulting services may be performed provided they do not interfere with or conflict with the Superintendent's performance of his duties under this Agreement. The obligation rests with the Superintendent to comply with the rules set forth by the Fair Political Practices Commission.

8. **MEDICAL EXAMINATIONS**

The Superintendent may, at his option, have an annual, comprehensive medical examination. The District shall pay any expense above that paid by the District insurance.

A report on the physical condition of the Superintendent shall be shared with the President of the Board and shall be treated as confidential information by the Board

9. **VACATION AND HOLIDAYS**

The Superintendent shall be required to render twelve months of service to the District during each annual period covered by this Agreement, except that he shall be entitled to thirty (30) days of annual vacation with pay, exclusive of holidays defined in sections 37220 and 37221 of the California Education Code, and any additional local holidays granted by the Board to twelve-month management employees of the District. Unused vacation days will accrue on an annual basis as long as the Superintendent's accrued vacation does not exceed sixty (60) days. Should the Superintendent's accrued vacation time reach sixty (60) days, the Superintendent will cease to accrue further vacation days until the Superintendent's accrued vacation time falls below sixty (60) days.

In the event of termination of this Agreement, the Superintendent shall be entitled to compensation for all unused accrued vacation, not to exceed sixty (60) days, at his then current daily rate of compensation or portion thereof.

10. LEAVES

The Superintendent shall be provided all leave benefits which are provided the District's certificated administrative employees.

11. REIMBURSEMENT FOR EXPENSES

The Superintendent shall receive the following reimbursements:

- a. All actual and necessary expenses incurred in the performance of his duties, including membership dues in the Association of California School Administrators, the American Association of School Administrators, one other of his choosing, and one community service club. Membership dues shall be paid directly by the District to the organizations.
- b. A per diem of Seventy-five (\$75) Dollars may be claimed to cover the cost of meals for one or more days of service outside the District

12. HEALTH AND WELFARE BENEFITS

The Superintendent shall receive any health and welfare plan offered to other District certificated management employees, to be paid by the District, for himself and his dependents. Upon Superintendent's retirement from the District, the District shall pay the full premium costs for the Superintendent to be covered under any health and welfare plan offered to other certificated management employees, until Superintendent is eligible for Medicare.

At such a time Superintendent is eligible for Medicare, he shall have the option to continue the District plan at his own cost.

The Board, at the sole expense of the District, shall obtain and maintain a term policy (without cash value), insuring the life of the Superintendent, including but not limited to accidental death, in the amount of One Million (\$1,000,000) Dollars. Superintendent shall have the option to continue the plan upon his retirement, at his own cost.

13. OTHER EMPLOYMENT

Should the Superintendent apply for and, or be interviewed for other employment, the Board shall be notified within seven days.

14. AMENDMENT OF AGREEMENT

This Agreement may be amended at any time by mutual written agreement of the parties.

15. TERMINATION OF AGREEMENT

A. Mutual Termination

The District and the Superintendent may, by mutual written agreement, terminate the Agreement at any time. Any mutual agreement of the parties is subject to the restrictions set forth in California Government Code Section 53260, which restricts a

maximum cash settlement equal to the then monthly salary times eighteen (18) months or the remaining term of the Agreement, whichever is less.

Pursuant to Government Code Section 53261, health and welfare benefits may be paid pursuant to the same limitations as provided in Government Code Section 53260 or until the employee finds other employment, whichever period of limitation occurs first.

B. Termination by Board – For Cause

This Agreement and the services of the Superintendent may be terminated by the Board at any time for cause.

“Cause” in this section means a breach of obligations under this Agreement; intentional engagement in any competitive activity which would constitute a breach of the duty of loyalty or of obligations under this Agreement; commission of an act of fraud, embezzlement, theft, material dishonesty or any other material violation of law that occurs during or in the course of the Superintendent’s employment by the District; failure to substantially perform the duties required as Superintendent of the District (other than as a result of incapacity due to physical or mental illness); and conduct by the Superintendent that is demonstrably and materially injurious to the District, monetarily or otherwise, or any cause enumerated in Education Code Section 44932.

Dismissal for cause shall be effective upon action taken by the Board and all salary and benefits provided by this Agreement shall cease upon said action by the Board. Salary and benefits earned or accrued prior to said action shall be paid to the Superintendent within thirty (30) days of said action.

Should the Board terminate this Agreement for cause, the Board shall give written notice to the Superintendent and shall specify the grounds for termination and the effective date. The Superintendent shall be entitled to counsel, at his own expense, at a conference with the Board to respond to the grounds for termination.

C. Termination by Board – Without Cause

The Board unilaterally and without cause may terminate this Agreement and the Superintendent’s employment. In consideration of the Board’s right to terminate this Agreement without cause, the Board shall pay the Superintendent’s then current salary, for the remainder of the Agreement, but not to exceed a period of eighteen (18) months.

Upon termination of this agreement without cause, the Superintendent shall continue to receive the health and welfare benefits in Section 12, for the remainder of this Agreement, not to exceeding eighteen (18) months, or until the Superintendent finds other employment, whichever occurs first.

D. Non-Renewal of Agreement – Pursuant to the Education Code, section 35031, the Board may elect not to renew this Agreement, and/or not to reemploy the Superintendent upon the expiration of this Agreement.

16. **GOVERNING LAW**

This Agreement is subject to all applicable laws of the State of California and the lawful rules and regulations of the Board, as well as the regulations of the California State Board of Education. All such laws are hereby made a part of the terms and conditions of this Agreement.

17. **SAVINGS**

If, during the time it is in effect, any specific provision or clause of this Agreement is declared illegal or void under federal, state, or local law or regulation, the remainder of the Agreement not affected by such ruling shall remain in full force and effect.

18. **STATUTORY CHANGES – CREDITABLE COMPENSATION FOR STRS**

In the event a change in statutory law or STRS regulations operates to limit the intent of this Agreement to have all eligible amounts of compensation creditable for STRS purposes, any or all of such individual items of compensation may, at the option of the Superintendent, become part of the Superintendent's base annual salary.

19. **PROVISIONS REQUIRED BY GOVERNMENT CODE SECTIONS 53243, 53243.1, 53243.2, 53243.3 AND 53243.4**

To the extent applicable to school districts, this Agreement is subject to the provisions of Government Code sections 53243-53243.4 which requires reimbursement under the circumstances stated therein, as listed below.

53243. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.1. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.2. On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position.

53243.3. On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local

agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.

53243.4. For purposes of this article, "abuse of office or position" means either of the following:

(a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

(b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date hereinafter set forth.

BOARD OF EDUCATION OF THE POWAY UNIFIED SCHOOL DISTRICT

By: John D. Hutchins 4/23/14
Date

By: _____ Date

By: _____ Date

By: Cindy Patapone 4/23/14
Date

By: [Signature] 4/23/14
Date

Acceptance

I hereby accept this Agreement for Employment and agree to comply fully with each and every condition thereof, and to fulfill faithfully all of the duties of employment as Superintendent of Poway Unified School District.

Dated: 5-28-14

By: [Signature]
John P. Collins, Ed.D.

This Agreement was approved in open session by the Board of Education of the Poway Unified School District at a meeting duly scheduled and held on 4/23/14, 2014, at San Diego County, California

Attest: [Signature]
Clerk of the Board

**POWAY UNIFIED SCHOOL DISTRICT
BOARD POLICY**

Originator: Superintendent
Issue No: 5
Date: 10/13/08
Page: 1 of 5
Reference: EC 17604, 35010, 35020,
35031; GC 53260-53262,
54957

2

ARTICLE: 1.0 GOVERNING BOARD

SECTION 1.7 MAJOR FUNCTIONS AND RESPONSIBILITIES

The Governing Board believes that its primary responsibility is to act in the best interests of all students in the District. The Board also has major commitments to parents/guardians, all members of the community, employees, the state of California, laws pertaining to public education, and established policies of the District. To maximize Board effectiveness and public confidence in District governance, Board members are expected to govern responsibly and hold themselves to the highest standards of ethical conduct. The Board functions as the legislative or policy-making body of the school District, with the District Superintendent acting as the Chief Executive Officer of the Board. The Board shall reserve for itself the making of discretionary decisions and shall delegate to the Superintendent the carrying out of management matters. The Board shall be responsible for the organization and operation of the schools of the District in conformity with the statutes of the State of California.

The Board shall work with the Superintendent to fulfill its major responsibilities, which include:

1. Setting the direction for the District through a process that involves the community, parents/guardians, students, and staff and is focused on student learning and achievement
2. Establishing an effective and efficient organizational structure for the District by:
 - a. Employing the Superintendent and setting policy for hiring of other personnel
 - b. Overseeing the development and adoption of policies
 - c. Overseeing academic expectations and adopting the curriculum and instructional materials
 - d. Overseeing budget priorities and adopting the budget
 - e. Ensuring safe, adequate facilities that support the District's instructional program
 - f. Setting parameters for negotiations with employee organizations and ratifying collective bargaining agreements
3. Providing support to the Superintendent and staff as they carry out the Board's direction by:
 - a. Establishing and adhering to standards of responsible governance
 - b. Making decisions and providing resources that support District priorities and goals
 - c. Upholding Board policies
 - d. Being knowledgeable about District programs and efforts in order to serve as effective spokespersons
4. Ensuring accountability to the public for the performance of the District's schools by:
 - a. Evaluating the Superintendent and setting policy for the evaluation of other personnel
 - b. Monitoring and evaluating the effectiveness of policies

SECTION 1.7 MAJOR FUNCTIONS AND RESPONSIBILITIES

- c. Serving as a judicial (hearing) and appeals body in accordance with law, Board policies, and negotiated agreements
 - d. Monitoring student achievement and program effectiveness and requiring program changes as necessary
 - e. Monitoring and adjusting District finances
 - f. Monitoring the collective bargaining process
5. Providing community leadership and advocacy on behalf of students, the District's educational program, and public education in order to build support within the local community and at the state and national levels

The Board is authorized to establish and finance any program or activity that is not in conflict with, inconsistent with, or preempted by law.

Legislative Function: In the exercise of the legislative function, the Board shall determine the basic policies governing the operation of the District and its educational program. The Board will direct the Superintendent in handling issues which may need clarification beyond the policy statement. The Board will act on each necessary issue as required by law in facilitating the operations of the District.

In the process of making its determination of policy, the Board asserts its desire and its right to avail itself of the expert advice and counsel of its staff, particularly, but not exclusively, that of the District Superintendent and also to have the benefit of the opinions and suggestions of the residents of the District. This willingness to consider recommendations as to policy should be construed neither as a surrender of the Board's authority nor as an evasion of its responsibility.

Evaluation Function: The Board shall appraise the effectiveness of its own policies in the operation of the District's educational program and shall appraise and evaluate the effectiveness of the entire program within the District. This function shall provide the basis for continuing reviews of all Board policies or for a review and subsequent change of those policies in the interest of a better program.

In discharging its appraisal and evaluative functions, the Board of Education reserves the right to arrange for the employment of independent experts in the field of public education to survey, evaluate, and report on the operation of the District. The reports of such independent surveys shall be public records of the District, open and available at reasonable times to review by the District's stakeholders and personnel.

Superintendent Employment Function: The Board recognizes that it has a direct responsibility to select and employ the Superintendent. Whenever it becomes necessary for the Board to fill a vacancy in the position of Superintendent, the Board shall work diligently to employ a person whose management and leadership abilities are most closely aligned with District needs.

As the chief executive officer of the District, the Superintendent shall implement all Board decisions and manage the instructional and non-instructional operations of the schools. The Superintendent also serves as a member of the District's governance team and has responsibilities to support Board operations and decision making. The Superintendent may delegate any of his/her responsibilities and duties to other District staff but he/she remains accountable to the Board for all areas of operation under the Superintendent's authority.

The Board shall designate a representative to negotiate with the Superintendent on its behalf and shall consult legal counsel to draft the contract document. The Board shall deliberate in closed

SECTION 1.7 MAJOR FUNCTIONS AND RESPONSIBILITIES

session about the terms of the contract. Terms of the contract shall remain confidential until the ratification process commences. The Board shall ratify the Superintendent's contract in an open meeting, which shall be reflected in the Board's minutes. Copies of the contract shall be available to the public upon request. The contract shall include, but not be limited to, provisions for salary and benefits, annual evaluations, term of the contract, and conditions for termination of the contract. The contract should also include general responsibilities and duties of the Superintendent. The term of the contract shall be for no more than four years. During the term of the contract, the Board may re-employ the Superintendent on those terms and conditions mutually agreed upon by the Board and Superintendent. The Superintendent's contract shall be extended only by Board action and subsequent to a satisfactory evaluation of the Superintendent's performance.

The Superintendent's contract shall include a provision specifying the maximum cash settlement that the Superintendent may receive upon termination of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be no more than the Superintendent's monthly salary multiplied by 18. The cash settlement shall not include any non-cash items other than health benefits, which may be continued for the unexpired term of the contract up to 18 months or until the Superintendent finds other employment, whichever occurs first. If the Board terminates the Superintendent's contract upon its belief and subsequent confirmation pursuant to an independent audit that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal practices, the maximum settlement shall be within the limits prescribed by law, as determined by an administrative law judge.

Evaluation of Superintendent: The Board recognizes that a harmonious working relationship between the Board and the Superintendent is essential to a well-directed school system. Such a relationship is based on mutual respect, understanding, confidence, and dedication to similar educational goals. Once having employed a Superintendent, the Board shares in the responsibility for a successful working relationship.

It is the Board's responsibility to provide the Superintendent with an annual formal evaluation which clearly defines its understanding of the performance of duties. The written evaluation shall be delivered to the Superintendent and the Superintendent shall have the right to make a written response to the evaluation, which shall become a permanent attachment to the Superintendent's personnel file.

The Board of Education shall conduct the annual evaluation of the Superintendent by the end of June each year; however, this annual evaluation does not preclude the Board from evaluating the Superintendent as often as it may deem necessary. The basis for an evaluation of the Superintendent shall be mutually-set goals and objectives approved by the Board prior to October 1 each year.

Concurrently with the evaluation of the Superintendent, the Board shall evaluate the educational program as a means of determining the educational leadership and management skills of the Superintendent.

The Board recognizes that the Superintendent possesses authority and expects utilization of this authority in serving the District. The Board encourages the Superintendent's delegation of responsibility to others so that they may better lead, teach, and serve.

The Board recognizes that its contract with the Superintendent may contain criteria against which the Superintendent must be evaluated. The criteria for evaluation of the Superintendent will include progress toward agreed-upon goals and objectives and may also include:

1. Board Relations

SECTION 1.7 MAJOR FUNCTIONS AND RESPONSIBILITIES

2. Learning Support Services
3. Personnel Support Services
4. Business Support Services
5. Community Relations
6. Staff Relations
7. Professional and Leadership Development

The Board recognizes that its ability to evaluate the Superintendent requires maintaining, individually and collectively, open lines of communication with the Superintendent.

In the event that the Board's overall evaluation of the Superintendent's performance is satisfactory, or better, the Board shall meet and consider whether, in its discretion, or by contract, the Superintendent's salary shall be increased beyond the current terms for the remaining term of the agreement and whether the term of the agreement shall be extended for an additional term of years.

In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, indicating specific instances, when appropriate, of said unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in each instance where the Board deems performance to be unsatisfactory and all other instances where the Board deems such to be necessary or appropriate.

Whenever the Board has evaluated performance, in whole or in part, to be unsatisfactory, or has made recommendations as to areas of improvement, the Board may direct one or more members of the Board, consistent with the provisions of the Brown Act, to meet with the Superintendent and endeavor to assist the Superintendent in improving his performance as to such matters. Said committee shall report in writing to the full Board within ninety (90) days. Thereafter, the Board may continue the committee and require additional reports where necessary.

Care should be taken to keep the matter under discussion objective and free from emotion or recrimination. Every care shall be taken to provide due process.

All parties involved shall maintain confidentiality as it pertains to the evaluation of the Superintendent.

Employment of Personnel: The Board of Education has the responsibility of employing all necessary personnel for the District upon recommendation of the Superintendent. No contract of employment or agreement with respect to employment made by any employee or agent of the District shall be binding upon the District except by action of the Board of Education in a regular, or adjourned regular, or legally-called special meeting of the Board of Education.

This shall apply to persons who are to be employed full-time or part-time by the District and persons employed by the Board as independent contractors; such as, architects, building inspectors, public accountants, appraisers, surveyors, consultants, and the like.

The Board shall fix the rate of compensation for all employees and shall employ or dismiss employees upon the recommendation of the Superintendent. If the Board does not concur with the Superintendent's recommendation on a specific personnel matter, it shall request a second recommendation for its next regular meeting.

SECTION 1.7 MAJOR FUNCTIONS AND RESPONSIBILITIES

Financial Control: The Governing Board recognizes that the business and other non-instructional operations of the District support the educational program by maximizing and prioritizing resources and providing a safe and healthy environment for students and staff. The Superintendent, or designee, shall ensure that the District's business and non-instructional operations are efficient and responsive to the needs of students, parents/guardians, staff, and the community.

The Board expects sound fiscal management from the administration. The Superintendent, or designee, shall provide fiscal data and prepare a proposed budget document within the budget priorities and parameters set by the Board. The Board shall adopt a budget that is aligned with the District's vision and goals and enables the District to meet its fiscal obligations. The Superintendent, or his designee, shall administer the adopted budget in accordance with Board policies and accepted business practices. The Board shall monitor financial operations to ensure the District's fiscal integrity and accountability to the community.

The Superintendent, or designee, shall complete all required financial reports, facilitate the independent audit process, recommend financial plans for meeting program needs, and keep the Board informed about the District's fiscal and non-instructional operations. The Board shall delegate to the Superintendent, or his designee, the responsibility of managing the financial control system.

Educational Program: The Board of Education accepts its legal responsibility to the community and the state for the educational program of the District. The Board of Education will annually review District performance targets included in the State of the District Report. The Board may also request reports of the effectiveness of current programs and practices or other information detailing student performance. It shall consider and pass recommended courses of study, selection of textbooks, the installation of special educational or auxiliary services, and any other legally required matters.

Pupil Welfare: Believing that the effectiveness of the District's educational program depends to a large extent on the mental, emotional, and physical health of the individual pupil, the Board of Education recognizes its responsibility for the development of policies and procedures to guard and improve the health and safety of the children in its care, with proper regard for parental responsibilities and the financial ability of the District.

School-Community Relations: The Board of Education recognizes that, since the schools of the District belong to the people of the community, it is a major responsibility of the Board of Education to encourage and stimulate the community to recognize that final responsibility for its schools belongs to the community itself. In carrying out this responsibility, the Board shall aid in the development of a plan for a two-way process of communicating accurate and timely information from the schools to the people and from the people to the schools.

The Board recognizes its own particular responsibilities, both as an elected group responsible to the people of the District and as individual lay citizens, to be informed concerning the purposes, accomplishments, conditions, and needs of the District's schools.

**POWAY UNIFIED SCHOOL DISTRICT
BOARD POLICY**

Originator: Superintendent

Issue No: 5

Date: 11/18/08

Page: 1 of 1

Reference:

3

ARTICLE: 2.0 MANAGEMENT ORGANIZATION

SECTION 2.2 MANAGEMENT RIGHTS AND PRINCIPLES

The Board of Education, as part of the management team, shares in the responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the District to the fullest extent authorized by law and in any manner it shall deem appropriate. The Governing Board authorizes the Superintendent to organize the administrative and supervisory staff in a manner that best supports student achievement, the educational program, and efficient operations.

All management functions, rights, powers, and authority, whether heretofore or hereafter exercised, shall remain vested exclusively in the management team as directed through the Superintendent as the Chief Executive Officer. It is expressly recognized that these functions include, but are not limited to:

- Direct the work of its employees; determine the method, means, and services to be provided; establish the core values, mission statement, and District goals; ensure the rights and learning opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the District operation; determine the curriculum; build, move, or modify the facilities; develop a budget; develop and implement budget procedures; and, contract out work. In addition, the hiring, assigning, evaluating, promoting, terminating, and/or disciplining of employees, and to take action on any matter in the event of an emergency.
- The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of employer-employee contractual agreements with the laws of the State of California.

The Superintendent shall maintain a current District organization chart which designates lines of primary responsibility and the relationship among all district positions. Lines of responsibility shall in no way prevent staff members at all levels from collaborating, communicating, and cooperating to develop the best possible programs and provide proficient services.

The above cited management rights and all other management rights not so enumerated are not subject to grievance procedures set forth in employer-employee contractual agreements unless in the exercise of said rights the management team has violated a specific term or provision of one or more of the articles of such agreement(s).

The Board of Education retains its rights to amend, modify, or rescind policies and practices referred to in any and all employer-employee contractual agreements in cases of emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board of Education and is expressly excluded from the provisions of this article.

**POWAY UNIFIED SCHOOL DISTRICT
BOARD POLICY**

Originator: Assoc. Superintendent, BSS
Issue No: 6
Date: 6/20/11
Page: 1 of 3
Reference: EC 41010

ARTICLE: 6.0 BUSINESS SUPPORT SERVICES

6.10 FINANCE

SECTION 6.10 FINANCIAL OPERATIONS

The accounting system used to record the financial affairs of the Poway Unified School District shall be in accordance with the California School Accounting Manual, the California Education Code, and Generally Accepted Accounting Principles (GAAP).

Adequate accounting records shall be maintained to provide for proper management control, assist in budget preparation, and demonstrate that school funds and property have been managed in accordance with state law.

The following fund and account records shall be maintained:

- | | |
|-------------------------------------|--|
| Adult Education Fund | Other Enterprise Fund |
| Bond Interest and Redemption Fund | Revolving Cash Fund (Bank Account) |
| Building Fund | Self Insurance Fund |
| Cafeteria Special Revenue Fund | Special Reserve Capital Project Fund |
| Capital Facilities Funds | Special Reserve Other Than Capital Projects Fund |
| Child Development Fund | State School Facilities Fund |
| Community Facilities District Funds | Student Body Accounts |
| Deferred Maintenance Fund | |
| Foundation Trust Fund | |
| General Fund | |

Monthly summaries of the activities in each of these funds or accounts shall be prepared as necessary for responsible management. Periodic reports shall be prepared and presented to assist in management decisions and to inform the Board of Education and the public of various funds and accounts.

Management of District Assets

Capital Assets

The Governing Board recognizes the importance of accurately identifying and valuing District assets in order to help ensure financial accountability and to minimize the risk of loss or misuse. District assets with a useful life of more than one year and an initial acquisition cost of \$5,000 or more shall be considered capital assets. The Director of Finance, or designee, shall determine the estimated useful life of each capital asset and shall calculate and report the estimated loss of value, or depreciation, during each accounting period for all capital assets.

Fraud Prevention and Investigation

The Board expects all employees, Board members, consultants, vendors, contractors, and other parties maintaining a business relationship with the District to act with integrity and due diligence in duties involving the District's fiscal resources.

The Superintendent, or designee, shall be responsible for developing internal controls which aid in the prevention and detection of fraud, financial impropriety, or irregularity within the District.

SECTION 6.10 FINANCIAL OPERATIONS

Each member of the management team shall be alert for any indication of fraud, financial impropriety, or irregularity within his/her area of responsibility.

An employee who suspects fraud, impropriety, or irregularity shall immediately report those suspicions to his/her immediate supervisor and/or the Superintendent, or designee. The Superintendent, or designee, shall have primary responsibility for any necessary investigations, in coordination with legal counsel and other internal or external departments and agencies as appropriate.

Fund Balance

The Governmental Accounting Standards Board (GASB) has issued Statement 54 (GASB 54) that goes into effect in fiscal year 2010-2011. This statement considerably alters the categories and terminology used to describe the components that compose fund balance. These changes are intended to enhance how fund balance information is reported by establishing new classifications that are easier to understand. GASB 54 also clarifies the definition of some governmental funds.

Fund balance reporting is unique to governmental fund accounting. It has traditionally been broken into two components, reserved and unreserved. GASB 54 implements a five-tier fund balance classification based on spending constraints on the use of these resources. The five classifications are:

1. Non-Spendable fund balance
2. Restricted fund balance
3. Committed fund balance
4. Assigned fund balance
5. Unassigned fund balance

Non-Spendable Fund Balance

This classification reflects amounts that are not in tangible form. Examples for our District include inventory, pre-paid items, and revolving cash fund reserves.

Restricted Fund Balance

This classification reflects amounts subject to externally imposed and legally enforceable constraints. Restrictions may be changed or lifted only with the consent of the resource providers. Examples of funds that will have restricted fund balances in our District include all categorical grants and entitlements (Fund 06), Child Development Fund (Fund 12), Cafeteria Special Revenue Fund (Fund 13), State School Facilities Fund (Fund 35), and Community Facilities District Fund (Fund 49).

Committed Fund Balance

This classification reflects amounts subject to internal constraints self imposed by formal action by the governing board. The constraints giving rise to committed fund balance must be imposed no later than June 30. The actual amounts may be determined subsequent to that date but prior to closing the books. The committed amounts may be redirected by the Board at later times if the need arises. For our District, the fund balances in Adult Education (Fund 11) and Deferred Maintenance (Fund 14) are considered committed fund balances.

Assigned Fund Balance

This classification is for amounts that the school district intends to use for specific purposes. Assignments may be established by the governing board or by a designee of the Board. An example in our District will be the site carryover accounts from one fiscal year to the next. The balance in Special Reserve Other Than Capital Projects Fund (Fund 17-42) will also be considered as assigned fund balance.

Unassigned Fund Balance

This classification is only found in the general fund and it reflects the residual balance that has not been assigned to other funds and that is not restricted, committed, or assigned to specific purposes. An example of unassigned fund balance will be the reserve for economic uncertainties.

Minimum Fund Balance Policy

The District is committed to maintaining a prudent level of financial resources to protect against the need to reduce the service levels because of temporary revenue shortfalls or unpredicted expenses. The District minimum fund balance policy requires a reserve for economic uncertainties, consisting of unassigned amounts equal to 2% of general fund operating expenses and other financing uses.

BOARD OF EDUCATION
 Kimberley Beesty
 Michelle O'Connor-Retcliff
 Andrew Patapow
 Charles Sellers
 T.J. Zane

SUPERINTENDENT
 John P. Collins, Ed.D.



POWAY UNIFIED SCHOOL DISTRICT

SUPERINTENDENT'S OFFICE

John P. Collins, Ed.D.
 Superintendent

jcollins@powayusd.com

858-521-2700
 FAX 858-483-1075

February 24, 2016

Poway Unified School District
 Board of Education

Members of the Board of Education,

This email serves as my official notification of two upcoming personal absences. The first is for bereavement leave due to the death of my younger sister last night February 23, 2016. The second is for a medical procedure which I will undergo on Thursday, February 25, 2016.

Given the open-ended nature of the events necessitating these absences, I cannot, at this time, provide you with a specific date for my full return to the District Office. However, I may possibly be in the office from time to time as the circumstances allow. I will notify the Board of the date of my full return as soon as I know for certain. Please know that in the meantime I have complete confidence in the professionalism and competency of each of the three Cabinet members. I know that they will work collaboratively to ensure the ongoing smooth operation of the District.

However, according to and in alignment with PUSD Board Policy 2.3 and Administrative Procedure 2.3.1 "Line of Responsibility" (see below), I am naming Dr. Melavel Robertson as Acting Superintendent during my absences.

Administrator-in-Charge

The Superintendent will designate an "Administrator-in-Charge" whenever it is necessary to be absent from the District. In the event the designated Administrator-in-Charge must also be absent from the District for any length of time, she/he will contact the next in line for this responsibility. After notifying the next Administrator of ascension to the responsibility of Administrator-in-Charge, the secretary to the Superintendent shall be notified of this fact by the previously designated Administrator-in-Charge.

Acting in this capacity, Dr. Robertson has full authority to make decisions and take any actions that are prescribed by law as the responsibility of the District Superintendent. Therefore, any direction the Board has for District personnel shall be addressed directly to Dr. Robertson. As acting Superintendent she will have full responsibility to serve as secretary to the Board of Education, including keeping the Board informed on important and/or urgent matters as necessary.

Your understanding and cooperation in these matters is appreciated.

Sincerely,

John P. Collins, Ed.D.
 Superintendent

Poway Unified School District

4.403 - Management Salary Schedule - Effective 07/01/15

Issue No. 107

Range	1	2	3	4	5
29	11,640	12,325	12,872	13,283	13,694
28	11,349	12,017	12,551	12,951	13,352
27	11,058	11,708	12,228	12,619	13,009
26	10,767	11,400	11,907	12,287	12,667
25	10,476	11,093	11,586	11,955	12,325
24	10,185	10,784	11,263	11,623	11,982
23	9,894	10,476	10,942	11,291	11,640
22	9,603	10,168	10,620	10,959	11,298
21	9,312	9,860	10,298	10,626	10,955
20	9,021	9,552	9,976	10,295	10,613
19	8,730	9,244	9,655	9,963	10,271
18	8,439	8,935	9,332	9,630	9,928
17	8,148	8,627	9,011	9,298	9,586
16	7,857	8,319	8,688	8,966	9,243
15	7,566	8,011	8,367	8,634	8,901
14	7,275	7,703	8,045	8,302	8,559
13	6,984	7,394	7,723	7,970	8,216
12	6,693	7,087	7,402	7,638	7,874
11	6,402	6,779	7,080	7,306	7,532
10	6,111	6,470	6,758	6,973	7,189
9	5,820	6,162	6,436	6,642	6,847
8	5,529	5,855	6,115	6,310	6,505
7	5,238	5,546	5,792	5,977	6,162
6	4,947	5,246	5,505	5,680	5,867
5	4,656	4,946	5,205	5,380	5,567

Longevity Steps

- 2.5% increase at the conclusion of ten (10) years of service
- 2.5% increase at the conclusion of fifteen (15) years of service
- 2.5% increase at the conclusion of twenty (20) years of service
- 2.5% increase at the conclusion of twenty-five (25) years of service

Doctoral Stipend

Effective 1/3/06, Management personnel in possession of an earned doctoral degree or juris doctorate from an accredited college or university will receive an annual stipend of \$2,500

**POWAY UNIFIED SCHOOL DISTRICT
ADMINISTRATIVE PROCEDURE**

Originator: Director of Finance
Issue No: 23
Date: 10/18/12
Page: 1 of 2
Reference: EC 42800 *et seq*

ARTICLE: 6.0 BUSINESS SUPPORT SERVICES

6.10 FINANCE

6.13 REVOLVING CASH FUND

SECTION 6.13.1 Revolving Cash Fund

The purpose of the Revolving Cash Fund is to expedite small purchases, emergency payments, and to reduce purchasing costs. This account may be used to purchase instructional materials, classroom and office supplies, governmental publications, periodicals, etc., which are not available from the District warehouse.

This account shall be established at a local bank, with the Director of Finance as custodian, and such funds shall be included in the funds protected by the fidelity bond.

Petty Cash (checking) accounts from the Revolving Cash Fund (RCF) may be established with the following amounts:

High Schools (each)	\$ 3,000.00
Middle Schools (each)	\$ 2,000.00
Career, Technical, and Adult Education	\$ 6,000.00
Facilities	\$ 1,000.00
Elementary Schools (each)	\$ 1,200.00
Abraxas Continuation High School	\$ 1,200.00
Finance	\$44,700.00

Accounting procedures require that:

1. A Petty Cash Account shall be established at a local bank or federal credit union by the appropriate principal or department manager. All transactions shall be paid by check drawn on the account. **Two signatures** shall be required for each check written.
2. There shall be prior approval of the principal, or responsible supervisor, for any purchase reimbursed by the petty cash account.
3. Petty Cash Account funds may be used to reimburse employees for purchases upon submission of a signed reimbursement request form B-7 and an original itemized receipt. No reimbursements shall be made without an itemized receipt. Purchases without receipts shall become the responsibility of the purchaser.
4. Purchases should not exceed \$150.00 unless specifically approved by the Director of Finance.
5. The responsible manager of the Petty Cash Account shall submit (in duplicate) a request for reimbursement of the Petty Cash Account on a Summary of Petty Cash Expenditures, Form B-102, at least once each month to the Director of Finance. All completed B-7 request forms will be attached to the B-102 form for processing and review.

SECTION 6.13.1 Revolving Cash Fund

6. The District does not reimburse RCFs submitted from previous fiscal years.
 7. Petty cash amounts shall not be comingied with ASB funds, Faculty funds, or any other funds.
 8. Only reimbursement checks from the Distrct office may be deposited in these petty cash bank accounts.
 9. Petty cash checkbooks shall be kept in a secure place at each site.
-

From: Collins, John [mailto:JCOLLINS@powayusd.com]
Sent: Thursday, November 19, 2015 8:31 PM
To: Anderson, Wendy <wanderson@powayusd.com>; Beatty, Kimberley <kbeatty@powayusd.com>; Collins, John <JCOLLINS@powayusd.com>; McDowell, Tina <TMcDowell@powayusd.com>; O'Connor-Ratcliff, Michelle <moconnorratcliff@powayusd.com>; Patapow, Andy <APatapow@powayusd.com>; Sellers, Charles <csellers@powayusd.com>; Zane, TJ <tjzane@powayusd.com>
Cc: Daniel Shinoff (DShinoff@sashlaw.com) <DShinoff@sashlaw.com>; Lynn Lasry (llasry@slbv.com) <llasry@slbv.com>
Subject: SPECIAL BOARD MEETING - CONFIDENTIAL ATTORNEY/CLIENT COMMUNICATION

Dear Board Members,

Today Michelle O'Connor-Ratcliff and TJ Zane asked me to call a special meeting for this Saturday, November 21, 2015 at 4:00 PM. I agree with them that there is an urgency to address the two items you will see on the attached agenda.

Therefore, under the authority granted to me under the following PUSD Board Policy:

BOARD POLICY
ARTICLE: 1.0 GOVERNING BOARD
SECTION 1.8 BOARD MEETINGS

"Special Meetings: Special meetings of the Board of Education may be called at any time by the president, District Superintendent, or a majority of the members of the Board.", I am calling the Special Meeting as presented in the attached document.

The first item will allow the Board to give direction to Malliga Tholandi to contact one of the 10 law firms currently under contract with the District and request that one of its attorneys be appointed to represent the Board and to begin negotiations with my legal counsel, Ms Lynn Lasry.

The second item will allow the Board to review the tentative agreement signed yesterday with SEIU and to give direction to make a proposal to PFT in hopes of reaching a tentative agreement so that both agreements can be brought to the regular, public meeting of the

Board on December 12, 2015 for ratification.

Wendy will place this agenda in the shared drive tomorrow along with a listing of the ten law firms currently under contract with the District and the signed tentative agreement with SEIU. She will post the attached agenda publicly before 4:00 PM tomorrow.

I believe it is in the best interest of the Board and the District that this meeting being be held, and I am hopeful all of you can attend.

Respectfully,
John

From: Collins, John [mailto:JCOLLINS@powayusd.com]
Sent: Wednesday, November 25, 2015 5:05 PM
To: Anderson, Wendy <wanderson@powayusd.com>; Beatty, Kimberley <kbeatty@powayusd.com>; Collins, John <JCOLLINS@powayusd.com>; McDowell, Tina <TMcDowell@powayusd.com>; O'Connor-Ratcliff, Michelle <moconnorratcliff@powayusd.com>; Patapow, Andy <APatapow@powayusd.com>; Sellers, Charles <csellers@powayusd.com>; Zane, TJ <tjzane@powayusd.com>
Subject: FW: SPECIAL BOARD MEETING
Importance: High

Dear Board Members,

Given the difficulty in scheduling a special meeting earlier this week, I believe it is imperative that we/you meet in closed session as soon as possible to address two timely issues.

Therefore, under the authority granted to me under the following PUSD Board Policy:

BOARD POLICY
ARTICLE: 1.0 GOVERNING BOARD
SECTION 1.8 BOARD MEETINGS

"Special Meetings: Special meetings of the Board of Education may be called at any time by the president, District Superintendent, or a majority of the members of the Board.", I will be calling a special Board Meeting either Sunday afternoon/evening or sometime on Monday 11/30/2015. I would like to identify a time that will work for all members, therefore please let me know your availability for Sunday, 11/29/2015 afternoon or evening or Monday, 11/30/2015 morning, afternoon, or evening, by replying to this email **as soon possible**. Remember we must post 24 hours in advance of a special meeting.

I am hopeful that with this much lead time we can find a time when all five members can attend. However, given the urgency of these matters, I will call the meeting whenever a quorum of three or members can attend if we can't find an agreed upon time for all members to be present.

The two items I will be placing on the agenda for the Board to discuss and give direction to staff are:

CLOSED SESSION: CONFERENCE WITH LABOR NEGOTIATORS
Unrepresented Employee: Superintendent

CLOSED SESSION: CONFERENCE WITH LABOR NEGOTIATOR
Negotiator: Tracy Hogarth/John Collins
PFT, SEIU

Thank you for your prompt attention to this matter.

John

From: Collins, John [mailto:JCOLLINS@powayusd.com]
Sent: Friday, November 27, 2015 9:22 PM
To: Anderson, Wendy <wanderson@powayusd.com>; Beatty, Kimberley <kbeatty@powayusd.com>; McDowell, Tina <TMcDowell@powayusd.com>; O'Connor-Ratcliff, Michelle <moconnorratcliff@powayusd.com>; Patapow, Andy <APatapow@powayusd.com>; Sellers, Charles <csellers@powayusd.com>; Zane, TJ <tjzane@powayusd.com>
Cc: Collins, John <JCOLLINS@powayusd.com>
Subject: RE: SPECIAL BOARD MEETING

Dear Board Members,

I hope each of you had an enjoyable Thanksgiving yesterday.

Attached is a chart of the best available times for a special meeting as referenced below in my email of November 25, 2015. As of today, I have received responses from Michelle, Andy, and TJ. So far it appears that Sunday evening or Monday evening is available to those who have replied. I have also attached a listing of six legal firms currently under contract with PUSD. Of the six firms I have only dealt with attorneys from the first three firms listed. I have never had any personal interaction with anyone from firm numbers 4,5, or 6.

Given that I will need to go into the office to post within 24 hours of the special, I will need to post either Saturday before 5:00 or Sunday before 5:00. Therefore I hope to hear from everyone prior to noon tomorrow, Saturday 11/28/2015. Once I have heard from each of you I will update you on when the meeting will be held. Absent a response from each of you, I will schedule the meeting that fits the greatest numbers of members who replied. Hopefully we can find a time when all five of you can attend. Again, please let me know ASAP, preferably before noon tomorrow.

Thanks,
John

From: Collins, John [mailto:JCOLLINS@powayusd.com]
Sent: Thursday, December 10, 2015 9:43 AM
To: Beatty, Kimberley <kbeatty@powayusd.com>
Cc: Anderson, Wendy <wanderson@powayusd.com>; McDowell, Tina <TMcDowell@powayusd.com>; O'Connor-Ratcliff, Michelle <moconnorratcliff@powayusd.com>; Patapow, Andy <APatapow@powayusd.com>; Sellers, Charles <csellers@powayusd.com>; Zane, TJ <tjzane@powayusd.com>
Subject: Re: Draft Board Agenda

Hi Kimberley,

Let me try to clarify the issue regarding the closed session agenda for the December 15, 2015 meeting. It would not be appropriate to docket an item on "Performance Evaluation-Superintendent."

The last item on the current Closed Session agenda is the appropriate citing according to the Brown Act for you to meet with Ms. Medina and discuss my current contract and any related issues.

Hope this helps to clarify this issue. Can you please give Wendy an estimate on how much time you believe the Board will need to discuss this item so she can set the start time? I don't believe we will need more than 30 minutes for negotiations update and perhaps 30 minutes for the item on associate superintendents' contract.

Thanks,
John

Sent from my iPad

**POWAY UNIFIED SCHOOL DISTRICT
BOARD POLICY**

Originator: Assoc. Superintendent, PSS

Issue No: 4

Date: 7/1/06

Page: 1 of 1

ARTICLE: 4.0 PERSONNEL SUPPORT SERVICES Reference:

4.4 MANAGEMENT PERSONNEL

SECTION 4.408 VACATION - MANAGEMENT PERSONNEL

The Board of Education recognizes the benefit of providing appropriate vacation times for management employees. It is expected that the employee's annual vacation allowance be taken before the end of the fiscal year following the fiscal year in which the vacation time was earned. If job demands or emergency conditions exist, as determined by the immediate supervisor and approved by the Superintendent, that preclude release for vacation the employee shall be paid for the days that exceed his/her annual accrued vacation carryover. Management employees may only carry forward a maximum of a year's vacation allotment.

Certificated Management shall earn vacation according to their current work year assignment:

10 month	19 days vacation/year
10.5 month	21 days vacation/year
11 month	23 days vacation/year
11.5 month	24 days vacation/year
12 month	26 days vacation/year

Classified Management shall earn vacation as follows:

12 month	26 days vacation/year
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**POWAY UNIFIED SCHOOL DISTRICT
ADMINISTRATIVE PROCEDURE**

Originator: Assoc. Superintendent, PSS
Issue No: 4
Date: 10/14/91
Page: 1 of 1
Reference:

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ARTICLE: 4.0 PERSONNEL SUPPORT SERVICES
4.4 MANAGEMENT PERSONNEL
4.408 VACATION – MANAGEMENT PERSONNEL

SECTION 4.408.1 Vacation Procedures

Vacations should be scheduled at times conducive to the efficient and effective operation of the District.

Management personnel have the responsibility to then review proposed vacation schedules of management employees under their supervision to ensure that those employees use their allotted vacation during the fiscal year.

Personnel Support Services shall, at the beginning of each calendar year, provide management supervisors and management personnel with the vacation allotment available to them for the remainder of that fiscal year.

Winter and spring vacation must be taken by personnel at the school level. One week during winter break will be designated as vacation for all Administration Center personnel. Any deviation from this procedure must have the written approval of the immediate supervisor with a copy to the associate superintendent, Personnel Support Services.

The maximum number of days vacation which may be carried forward to a new fiscal year shall not exceed the employee's annual allowance.

Requests for vacation time shall have the appropriate approval prior to the requested date(s). A Statement of Absence (Form P-9) shall be completed and submitted to Payroll for all vacation time taken.

If vacation due an employee exceeds the one year accrual into the next fiscal year, the employee will be reimbursed the number of days outstanding at the previous year's daily rate. Requests are to be submitted to the Superintendent for review and approval.