

**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 Superintendent is hereby employed by the Board as the Superintendent of the District. The term of employment for the Superintendent shall be for a period of four (4) years, commencing July 1, 2010, and ending June 30, 2014, and shall be subject to the terms and conditions hereinafter set forth. The Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this Agreement, excluding vacation, holidays, sick leave and approved leaves. In addition, during the term of this Agreement and any renewal or extension thereof, and in the event that the Superintendent's overall performance has been evaluated to be satisfactory during the preceding school year by a majority of the Board, the Board may grant an extension to the Superintendent's employment agreement up to a total of four years.

2. **SALARY**

The salary of the Superintendent shall be Two Hundred Thirty-five Thousand Dollars (\$235,000) per year, beginning July 1, 2010, payable in twelve (12) equal monthly installments. The Board reserves the right to increase the annual salary for the Superintendent provided, however, such increase shall neither constitute a new employment agreement nor extend the termination date of the existing Agreement. The Superintendent has the option of designating a portion of his salary, within applicable legal limitations, to be paid to a deferred compensation plan which complies with all requirements of the Internal Revenue Code and all other applicable laws and regulations.

In addition to the foregoing, 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. The amounts provided under this section shall be considered part of the Superintendent's total creditable compensation for STRS purposes.

3. **DUTIES AND RESPONSIBILITIES**

The Superintendent shall be governed by and shall perform duties and responsibilities as set forth in the California Education Code and the formal job description for the position of Superintendent as attached hereto as Appendix A and incorporated herein by reference, as well as all rules and regulations of the State Board of Education and rules, regulations, policies, and directives of the Board, and shall perform such duties and responsibilities at a professional level of competence.

4. **ORGANIZATION**

The Superintendent shall be responsible for recommending such organization and/or reorganization of District management and support staff which in the Superintendent's judgment shall best serve the needs of the District. The Superintendent is responsible for recommending qualified candidates for selection, placement and transfer subject to approval by the Board. In the event, the Board does not approve the Superintendent's personnel recommendation; the Superintendent shall submit an alternate recommendation.

5. **BOARD-SUPERINTENDENT RELATIONS**

The Superintendent shall work with the Board in developing and maintaining a spirit of cooperation and teamwork in which the Board shall accept responsibility for formulating and adopting policy and for taking action on matters which by law require Board action. Administrative responsibility and commensurate authority for administering the school system is delegated by the Board to the Superintendent. It is agreed that Board members, individually and collectively, shall refer to the Superintendent, for study and recommendation, criticisms, complaints, and suggestions brought to their attention.

6. **EVALUATION**

The Board shall evaluate and assess in writing the performance of the Superintendent at least once a year during the term of the Agreement.

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 at least the following evaluation criteria: Board/Superintendent relations, community relations, staff and personnel relations, educational programs, business and financial matters, and professional and leadership development.

Following the completion of the evaluation for the current year, the Board and the Superintendent shall develop performance goals and objectives for the succeeding year.

The Superintendent's evaluation and assessment of performance, including evaluation criteria and performance goals and objectives, shall be private and confidential and shall not be considered part of the Superintendent's Employment Agreement. All discussions regarding these matters shall be held in a closed session of the Board.

7. **OUTSIDE PROFESSIONAL ACTIVITIES**

With prior notice to the Board, the Superintendent may utilize vacation to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations. Such outside professional activities may be performed for consideration provided they do not interfere with or conflict with the Superintendent's performance of his duties under this Agreement.

8. **MEDICAL EXAMINATIONS**

The Superintendent may, at his option, have an annual, comprehensive medical examination. Any expense beyond that paid by District insurance shall be borne by the District. 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 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.

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 costs of meals for one or more days of service outside the District.

12. **HEALTH AND WELFARE BENEFITS**

The District shall pay the full premium costs for the Superintendent and his dependents to be covered under any health and welfare plan offered to other District certificated administrative employees.

Effective upon ratification of the Agreement, the District will purchase One Million (\$1,000,000) Dollars of term life insurance for the Superintendent.

13. **RETIREMENT SERVICE CREDIT**

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.

Year 1 of this agreement:	Equivalent to ¾ year credit for service
Year 2	Equivalent to ¾ year credit for service
Year 3	Equivalent to 1 year credit for service
Year 4	Equivalent to 1 year credit for service

Payment for year one of this contract shall be payable by the District upon execution of this contract. Payment for years two through four shall be payable by the District on July 1<sup>st</sup> of each contract year. The provisions of this section shall be subject to all requirements of the Internal Revenue Code and all other applicable laws, regulations, and limitations.

14. **OTHER EMPLOYMENT**

Should the Superintendent apply for and, or be interviewed for other employment, he shall notify the Board within one week.

15. **AMENDMENT OF AGREEMENT**

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

16. **TERMINATION OF AGREEMENT**

A. The District and the Superintendent may, by mutual written agreement, terminate the Agreement at any time. It is provided, however, 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 material breach of this Agreement, when the Superintendent has neglected to adequately perform his duties under the Agreement, or for any of the grounds enumerated under Education Code Section 44932. The Board shall not terminate this Agreement under this section until a written statement of the grounds for termination has first been served upon the Superintendent. The Superintendent shall thereafter be entitled to a conference with the Board at which time the Superintendent shall be given an opportunity to respond to the grounds for termination. The Superintendent may be represented by counsel at the conference with the Board at his own expense. Any decision to terminate for a material breach shall be effective upon the date determined by the Board.

- 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, whichever occurs first, consistent with the requirements of Government Code Sections 53260 and 53261. Upon termination of this agreement pursuant to this section, the Superintendent shall continue to receive the fringe benefits to which he was entitled for the remainder of this Agreement but not to exceed eighteen (18) months, or until the Superintendent finds other employment, whichever occurs first, in accordance with Government Code Section 53261.
- D. Non-Renewal of Agreement – Notwithstanding any other provisions of this Agreement or the policies and regulations of the Board, the Board may elect not to renew this Agreement, and/or not to reemploy the Superintendent upon the expiration of this Agreement pursuant to Education Code Section 35031.

17. **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. Such laws, rules and regulations, or subsequent amendments thereof, are hereby made a part of the terms and conditions of this Agreement.

18. **SAVINGS**

If any provision of this Agreement is held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions shall not be deemed valid and subsisting except to the extent permitted by law, but all other provision shall continue in full force and effect.

19. **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.

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: [Signature] 2/22/10  
Date

By: [Signature] 2/22/10  
Date

By: John Gutches 2/22/10  
Date

By: Linda Vanderven 2-22-10  
Date

By: [Signature] 2/22/10  
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: 2/22/2010

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 \_\_\_\_\_, 2010, at San Diego County, California

Attest: [Signature]  
Jeff Mangum, Clerk of the Board

**MODIFICATION TO EMPLOYMENT AGREEMENT**

**BETWEEN THE**

**BOARD OF EDUCATION OF THE  
POWAY UNIFIED SCHOOL DISTRICT**

**AND**

**DR. JOHN P. COLLINS, SUPERINTENDENT**

Replace Section 1 to read:

1. **TERM**

The Superintendent is hereby employed by the Board as the Superintendent of the Poway Unified School District. The term of employment for the Superintendent shall be for a period of four (4) years, commencing July 1, 2011, and ending June 30, 2015, and shall be subject to the terms and conditions hereinafter set forth. All sections of the Superintendent's initial Employment Agreement, approved by the Board on February 22, 2010, shall be extended and operative until June 30, 2015, unless otherwise stated herein. The Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this Agreement, excluding vacation, holidays, sick leave and approved leaves. In addition, during the term of this Agreement and any renewal or extension thereof, and in the event that the Superintendent's overall performance has been evaluated to be satisfactory during the preceding school year by a majority of the Board, the Board may grant an additional one-year extension to the Superintendent's employment agreement up to a total of four years.

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



BOARD OF EDUCATION OF THE  
POWAY UNIFIED SCHOOL DISTRICT

By: [Signature] Date: 9-12-11

By: Linda Vanderveen Date: 9-12-11

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: John P. Collins Date: 9/12/11

By: [Signature] Date: 9/12/11

Acceptance

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

Date: 9-12-11

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

The Modification to the Superintendent's Employment 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 September 12, 2011, at San Diego County, California.

Attest: Linda Vanderveen  
Linda Vanderveen, Vice President of the Board

D-202  
9/12/11

**TO: BOARD OF EDUCATION**

**MEETING DATE:** April 23, 2014

**FROM:** Tracy Hogarth  
Staff Support:

**AGENDA ITEM:** D-201

**SUBJECT: EXTENSION OF SUPERINTENDENT'S EMPLOYMENT  
CONTRACT THROUGH JUNE 30, 2017**

- Action
- Consent Calendar
- First Reading
- Information
- Presentation
- Public Hearing
- Roll Call Vote  
Required

**RECOMMENDATION:**

**That the Superintendent's employment contract be extended through June 30, 2017.**

**DISCUSSION/PROGRAM:**

Dr. John Collins has completed three and one half years of successful leadership as superintendent of the Poway Unified School District. While commendable under the best of circumstances, this has happened during some of the most difficult and challenging fiscal and programmatic times in the history of California public education. His strong, focused, and stable leadership has been instrumental in the continuous growth of student achievement and district success. In recognition of his work, and to ensure that the District continues to provide the very best education possible for students, it is recommended that his contract be extended through June 30, 2017 under the terms and conditions set forth in the employment agreement.

**LEGAL REFERENCE:** N/A

**FISCAL IMPACT:** Savings of \$16,254

**MOVED BY:** \_\_\_\_\_ **SECONDED BY:** \_\_\_\_\_

**VOTE:** BEATTY \_\_\_ DAVIS \_\_\_ GUTSCHOW \_\_\_ PATAPOW \_\_\_ RANFTLE \_\_\_ **STUDENT PREFERENTIAL VOTE:** GEIER \_\_\_



**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: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
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: \_\_\_\_\_

By: \_\_\_\_\_  
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 \_\_\_\_\_, 2014, at San Diego County, California

Attest: \_\_\_\_\_  
Clerk of the Board