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John Q. Porter's Contract & Addendum

OKLAHOMA CITY PUBLIC SCHOOL DISTRICT
EMPLOYMENT CONTRACT OF JOHN Q. PORTER
FISCAL YEARS 2008 - 2010

IT IS HEREBY AGREED by and between INDEPENDENT SCHOOL DISTRICT NUMBER 89 OF OKLAHOMA COUNTY, OKLAHOMA (hereinafter referred to as "District"), and John Q. Porter (hereinafter referred to as "Superintendent"), that District will employ Superintendent pursuant to the following terms and conditions:

1. Duties. The District employs Superintendent to serve as its Superintendent of Schools, with such duties as prescribed for that position by applicable policies of the Board, Regulations of the State Department of Education, federal and state laws and job description. Superintendent will devote his time, skills, labor and attention to the duties of his employment during the term of this contract, except as is otherwise provided in this contract.
2. Evaluation. Superintendent's performance will be evaluated annually in accordance with the adopted Strategic Aims for the District, or as otherwise directed by the Board.
3. Term. The term of this contract will commence on July 1, 2007 and terminate on June 30, 2010, unless otherwise terminated in accordance with law.
4. Salary. Superintendent's base compensation (salary) will be Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) per annum to be reviewed annually with the minimum annual increase to be no less than the average percentage increase received by certified teachers in the

District resulting from negotiations. Such salary will be paid in accordance with the same payroll procedures utilized for other professional staff. At no time shall Superintendent's salary be decreased during the term of the contract.

5. **Benefits.** Superintendent will receive the following benefits during the portion of the term of this agreement commencing on July 1, 2007 and ending on June 30, 2010:

a. **Retirement.** Superintendent shall participate in the Oklahoma Teachers' Retirement System. The District shall pay Superintendent's employee portion of his retirement contribution to the Oklahoma Teacher's Retirement System.

b. **Tax Qualified Retirement Plan.** The District will established a 403
✓(b) tax qualified retirement plan for the sole benefit of Superintendent to which the District will contribute Twenty-five Thousand Dollars (\$ 25,000.00) on June 30th of each fiscal year Superintendent is employed under this contract to the extent permitted by law. Such contribution shall vest annually when made by the District on June 30th of each year. In the event of death or disability of Superintendent, District's contribution shall be fully vested and payable to the designated beneficiaries at the time of disability or death.

c. **Life Insurance.** The District will provide Superintendent with term life insurance coverage in an amount three times his annual salary, either under the District's group term life insurance policy or under a term life insurance policy designated by Superintendent.

d. **Insurance.** The District will pay the full premium for family

medical, dental and vision insurance coverage and any other benefits under the District's insurance programs for Superintendent.

e. Medical Examination. The District will reimburse Superintendent for an annual comprehensive medical examination.

f. Sick Leave. Superintendent will be entitled to sick leave and related provisions thereto in the manner that sick leave is provided to other central office certified administrators during the term of this contract. Such benefits will be set forth in the addendum to this contract.

g. Vacation and Holidays. Superintendent will be entitled to vacation days, personal business days and holidays as set forth in the Addendum to this contract.

h. Automobile. The District will provide Superintendent with a vehicle allowance of \$8,500 per annum for the purpose of providing a vehicle and related expenses to be used in the performance of his duties and personal use. This provision does not preclude the use of rental cars in conjunction with travel outside the proximity of the State.

i. Cafeteria Plan. Superintendent will be permitted to participate in the District's Cafeteria Plan to the extent permitted by law and in accordance with the terms of this contract. This provision does not entitle Superintendent to any additional compensation or flexible benefit funding.

j. Disability Insurance. The District will provide Superintendent with disability insurance coverage at the rate of 60% of Superintendent's

predisability earnings, not to exceed a monthly amount of Ten Thousand Dollars (\$10,000).

6. Incurring and Reimbursement of Expenses. Expenses may be incurred by Superintendent in the performance of his duties and will be reimbursed by the District in the following manner:

a. Travel and Expense Reimbursement. In addition to the automobile allowance provided above, Superintendent will receive reimbursement for out-of-district travel and expenses he incurs in the performance of his duties in accordance with the policies and procedures of the District and applicable state law. Superintendent will comply with District's travel and expense reimbursement policies. The aggregate amount of reimbursements for out-of-state travel will not exceed \$5,000.00 per fiscal year or on a pro rata basis for a portion of a fiscal year without further approval of the Board.

b. General Expenses. Superintendent will participate in civic, community and professional activities and organizations which are authorized by law, do not interfere with the performance of his other duties, and promote the interests of the District or otherwise benefit it. To allow Superintendent to maintain and improve his professional skills or to adequately represent the Board and the school system, the District will pay Superintendent's membership charges for membership in up to seven (7) professional or civic organizations of his choosing, subject to Board Chairman approval (which shall not unreasonably be withheld).

c. Superintendent will be allowed reasonable time and reimbursement

of expenses for professional development opportunities with expense funding not to exceed \$5,000.00 per fiscal year without further approval of the Board.

d. District shall provide Superintendent with a home fax machine, home Internet access, laptop computer and home printer for effective modern communication. All maintenance and other monthly or recurring charges for this electronic equipment shall be at the expense of the District and all such equipment shall remain the property of the District. Additionally, the District shall compensate Superintendent One Hundred and Fifty Dollars (\$150.00) per month in exchange for his purchasing, maintaining and carrying a cellular telephone to allow him to be available as needed to perform his duties as superintendent. This additional salary shall not be considered a part of Superintendent's base compensation for calculating salary increases or for any other provision of this contract.

7. Consulting and Outside Employment. The duties and responsibilities of Superintendent require full-time employment and frequently require that Superintendent attend to his duties during the evenings, weekends and holidays. Superintendent shall not accept any outside employment that in any manner interferes with the performance of his duties and responsibilities as Superintendent. The Board does recognize that certain outside employment may have a beneficial impact on the Superintendent's professional growth or may not interfere with the Superintendent's performance of his duties and responsibilities. Thus, the Board grants to the Superintendent, subject to Chairman approval, the opportunity to teach or serve as an adjunct professor or in some other capacity at the college or university level on a part-time basis. In

addition, Superintendent may accept private consulting and speaking engagements and may accept appointments to foundations, boards or commissions that do not interfere with Superintendent's performance of his duties under this agreement. Superintendent shall take annual leave while performing any private consulting during normal weekday work hours. Superintendent shall make a written report to the Board no later than June 1 of each year listing all outside employment he has performed during the preceding year.

8. Incentive Stipend. Superintendent will receive on or about July 1, 2007 supplemental compensation as an incentive for continued employment with the District. Such benefits will be set forth in the addendum to this contract. In the event this contract is renewed or extended, such supplemental compensation will not be considered as part of Superintendent's base compensation under this contract.

9. Indemnification. The District will provide Superintendent with legal defense in all actions arising out of his employment which are provided for by law. In addition, the District will indemnify Superintendent for all loss arising out of the good faith performance of his duties within the scope of his employment to the extent authorized by law and/or provided for in the District's insurance policies. The legal defense and indemnification stated above will not be applicable to actions taken by the District or Board, including litigation, relating to the termination of this contract or with regard to Superintendent's employment status with the District.

10. Entire Contract and Amendments. This contract, including the attached Addendum, previously referenced and incorporated herein, expresses the entire agreement of the parties regarding its subject matter. This contract may only be amended by a mutually executed written

agreement which has been approved by the Board and Superintendent.

11. Severability. Should any provision of this contract be declared void or unlawful by a court of competent jurisdiction, the remaining provision of this contract will remain in full force and effect.

12. Applicable Law. This contract will be deemed entered into and will be interpreted and enforced under the laws of the State of Oklahoma.

Dated this ____ day of _____, 2007.

"District"

INDEPENDENT SCHOOL DISTRICT NO. 89
OF OKLAHOMA COUNTY, OKLAHOMA

Cliff Hudson, Chair, Board of Education

ATTEST:

Cindy Carroll, Clerk of the Board

"Superintendent"

John Q. Porter

**OKLAHOMA CITY PUBLIC SCHOOLS
ADDENDUM TO EMPLOYMENT CONTRACT OF JOHN Q. PORTER
FISCAL YEARS 2008 - 2010**

The following provisions are incorporated by reference to the employment contract of John Q. Porter for Fiscal Years 2008-2010:

2. The following items will constitute supplemental income to be paid to Superintendent:

a. One-time incentive compensation, Section 7 of the Employment Contract, to be comprised of the following:

i. Actual moving expenses for Superintendent determined by the mutual selection from three (3) bids obtained by Superintendent paid to the vendor; and

ii. Reimbursement of taxes incurred by Superintendent associated with moving costs.

iii. If it is necessary for Superintendent to rent a residence in the District as part of the transition from Maryland, the District shall cover the cost of temporary housing for Superintendent from the effective date of this Agreement until he moves to his residence in Oklahoma City, not to exceed eight (8) months or until his residence in Maryland has sold, whichever occurs first. Such cost shall not exceed \$2,000 per month.

2. The following benefits will be provided to Superintendent:

a. Sick leave, Section 5(e) of the Employment Contract, in the manner provided by District in the amount of 12 days per annum. Payment of unused sick leave will be provided by District in the manner provided to other District employees;

b. Vacation, Section 5(f) of the Employment Contract, in the manner provided by District in the amount of 22 days per annum available upon execution of this contract. Payment of unused vacation leave will be provided by District in the manner provided to other District employees;

c. Personal Business Leave, Section 5(f) of the Employment Contract, in the manner provided by District to other District employees; and

d. Paid holidays, Section 5(f) of the Employment Contract, in the manner

John Porter Contract Supplement (R0226545)

provided by District to other District employees.

3. The Board and Superintendent agree that it will be in the District's interest for Superintendent to visit the District prior to July 1, 2007, to begin the transition to his full-time appointment. With prior approval of the Board Chairman as to schedule, District will compensate Superintendent at the rate of Nine Hundred Ninety-One Dollars (\$991.00) per day for each day of service in the District prior to July 1, 2007. District will also reimburse Superintendent his actual, reasonable costs for transportation, meals and lodging for such days of service.

Dated this _____ day of _____, 2007.

"District"

**INDEPENDENT SCHOOL DISTRICT NO. 89
OF OKLAHOMA COUNTY, OKLAHOMA**

Cliff Hudson, Chair, Board of Education

ATTEST:

Cindy Carroll, Clerk of the Board

"Superintendent"

John Q. Porter

Expense Reimbursement

&

Activity Fund Manual

EXPENSE REIMBURSEMENT

It is the policy of the Oklahoma City Board of Education to reimburse itemized and necessary expenses incurred by employees or members of the board on educational trips authorized by the board and itemized and necessary expenses incurred transacting school business.

District personnel and officials who incur expenses in carrying out their authorized duties may, upon submission of a properly filled out and approved voucher and such supporting receipts as required by the superintendent, will be reimbursed by the district. Such expenses, if approved, will be in line with budgetary allocations for the specific type of expense. All requests for expense reimbursement must be in compliance with established guidelines.

The superintendent is directed to prepare a regulation supporting this policy and establishing a rate schedule for board approval.

REFERENCE: 70 O.S. §5-117

CROSS-REFERENCE: Policy G-40, Student Activities, Expense Reimbursement

Adopted: December 17, 1979, as policy D-19

Effective Date: April 1, 2002, as regulation EL-8-D

THIS POLICY REQUIRED BY LAW.

