

**From:** Dwight L. Smith <dls@dlstulsalaw.com>

**To:** Larry Eddings <lleddings@aol.com>; robland@peoplepc.com; 'Jonnetta Selvidge' <jonnettalynn@sbcglobal.net>; Cindy Wilson <RONNYRDW@aol.com>

**Cc:** File <info@dlstulsalaw.com>

**Subject:** FW: DON RALEIGH SUPERINTENDENT CONTRACT

**Date:** Mon, 7 Jan 2008 9:05 am

**Attachments:** Superintendent's\_Contract-Don\_Raleigh.doc (60K)

Good morning --

I am forwarding correspondence from our lawyer and the draft Employment Contract referenced therein.

Following our last meeting, I spoke extensively with Doug regarding the Board's discussions including possible terminating events. You'll see his suggestions regarding what those events should (and should not) be and a pretty inclusive listing -- A-H -- of what those events could be.

Please provide any comment you have before our next meeting ASAP via Reply to All.

Please keep in mind that while Don's ultimate approved contract will be a matter of public record, the attached is not and it should not be forwarded to or shared in any manner with anyone else, except of course Don is free to visit with his attorney regarding this document should he choose to do so. Doug's comments to us are privileged so, likewise, of course his correspondence should not be forwarded to or shared with anyone else.

Regards,



**Dwight L. Smith**

1800 S. Baltimore, Suite 1030

Tulsa, OK 74119

918 585 1446

dls@dlstulsalaw.com

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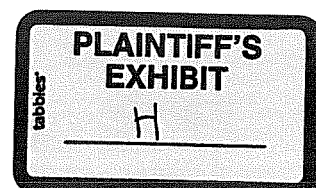
-----Original Message-----

**From:** Doug Mann [mailto:dougmann@rfrlaw.com]

**Sent:** Friday, January 04, 2008 1:48 PM

**To:** Dwight L. Smith

**Subject:** DON RALEIGH SUPERINTENDENT CONTRACT



Dwight,

Attached in a Word format is the proposed contract between the District and Don Raleigh. As I understand it, you will present this contract to board members and Don for their review and you will contact me as to any needed changes.

Of particular note in this contract is the definition of "cause" as it relates to the possibility of Don's dismissal or nonrenewal as superintendent. As you know, under Oklahoma law any certified administrator, including the superintendent of schools, may be dismissed or his contract not renewed for "cause". Unfortunately, the statutes do not define what the term "cause" means. The statutes only say that the administrator must be given a "list of the reasons for effecting the action". That language is, to say the least, very unhelpful. Also, there are no Oklahoma appellate cases or opinions of the Oklahoma Attorney General addressing this point. As a result, boards of education often find it necessary to define in the superintendent's contract what the term "cause" means. In the attached contract I have provided the following definition:

“Cause” means:

- a. an intentional act of fraud, embezzlement, theft or any other material violation of law that occurs during the Superintendent’s employment with the District;
- b. intentional damage to District assets;
- c. intentional disclosure of confidential information contrary to District policies or law;
- d. breach of obligations under this Contract;
- e. intentional breach of any District policies;

- f. the willful and continued failure to substantially perform Superintendent's duties;
- g. willful conduct that is demonstrably and materially injurious to the District, monetarily or otherwise; or
- h. commission of an act of moral turpitude.

It is my belief that the above definition is sufficiently comprehensive yet specific enough to meet the board's needs while advising the superintendent of the type of conduct or actions that might result in his termination. I would not suggest that language such as "disregard of policy" or "willful neglect of statutory duties" are sufficient to meet the needs of the board or to apprise Don of his contractual requirements.

This contract is sent to you in a Word format so that it can readily be amended by you in the negotiations process. I would suggest that if any substantive changes are to be made, that you and I discuss them prior to their initiation.

If you or any board members have any questions, please contact me.

With kind regards,

**Doug Mann**  
**Rosenstein, Fist & Ringold**  
**525 S. Main Ste 700**  
**Tulsa, OK 74103**  
**(918) 585-9211**  
**(918) 583-5617 Fax**

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"The voyage of the best ship is a zigzag line of a hundred tacks."  
--Ralph Waldo Emerson