

## He said, he said

**We have heard a lot of criticism directed toward the board members, accusing them of “having their own personal agenda” and “acting like children”. Yet when we take their decisions and actions in the context of what was really happening, we can’t – at least yet - say for sure they did anything wrong at all.**

Given the circumstances, I can’t come up with better options than the ones they chose:

- Refusing to go along with board meetings where they were prevented from addressing important district issues;
- Hiring new legal counsel when they were barred from seeking legal advice from the law firm they had previously hired;
- Following established protocol and prudent legal advice in not allowing public comment when the superintendent’s suspension/firing was discussed, to prevent putting the district at risk of a wrongful termination lawsuit based on negative comments potentially influencing the board’s decision;
- Firing a superintendent who had taken over board business, banned a board member from the ESC, disparaged board members to teachers and administrators, publicly accused a vendor of cheating the district without any proof, filed a frivolous lawsuit against board members and a vendor, and attempted to coerce board members into giving him the contract he wanted;
- Declining to provide unannotated legal billing information to be misrepresented into more ammunition by the fired superintendent in his quest to convince the public that his firing was political, not performance-related.

Not only can I not come up with anything they should have done differently, or any purpose for any “personal agenda”, I also can’t find anything they have claimed that can be shown to be false or misleading.

The same can’t be said for the man who claimed that he was fired because he happened upon a criminal scheme these board members were participating in. Many of the statements he made sounded plausible on the surface. But when looked at with an understanding of the circumstances, and in light of *other* statements he made himself, his claims fall flat.

Now, we have to keep in mind that he talked a lot more than they did; partly because of the personnel confidentiality thing, and partly because of the lawsuit filed to “silence the menopausal geniuses on the board”.

So we don’t really get to do a “he said, she said” thing because he pretty much shut “her” up. So from the “he said” side of things...

**Here are a few examples of inconsistencies, misleading claims, questionable actions, and – gulp – downright lies...presented by Sisney for the edification of Broken Arrow citizens:**

- 1) He lied about the board members refusing to address bidding issues in board meetings. The board can only address what’s on their agenda, and only he and Stover could put things on the agenda (Stover confirmed this in his statement on 8/18/2008). The bidding issue was NEVER on any meeting agenda, which means the board members never voted to table it. It was never addressed because SISNEY didn’t put it on their agenda. For all we know, they tried to add it, and Sisney and Stover refused.
- 2) He misled us about Sharon Whelpley’s ties to AA. He claimed that she was biased because of her close ties with them. The only link he came up with in his deposition is that AA contributed \$400 to her campaign. If we are to assume, as Sisney implied, that a campaign contribution automatically guarantees bias, then no campaign contributions should ever be allowed, from companies or individuals. He used an email sent from Mike Rampey to Sharon Whelpley as proof of their “secret” relationship, but neglected to say how he got the email: Whelpley, according to the Counterclaim, had forwarded it immediately to Sisney when she received it.
- 3) He misled us about Shari Wilkins’ ties to AA. He said in his lawsuit that he had received an email saying she had done work for them before becoming a board member, and that proves that she is biased. Never mind that if we apply this “guaranteed bias” reasoning to everybody, we can never have a board member who ever worked for any current or potential vendor to BA schools. Both Rampey and Wilkins filed Answers in the

defamation lawsuit that said Wilkins did not do work for AA; the Counterclaim says that Wilkins had never met Rampey before the meeting with him, Updike and Sisney. Sisney provided no proof that Wilkins did work for AA, and he did not try to prove it as part of his lawsuit. In discovery, he could have deposed her and AA and asked them; he could have subpoenaed tax records, invoices, or other documents that showed she did work for them. He did none of these things - just put a rumor in his lawsuit.

- 4) He lied about having evidence of a conspiracy in his January 2009 Ledger article. In December 2009, when he was asked for this evidence in his deposition for his federal wrongful termination lawsuit, he answered that he had none, and that he was waiting on the outcome of the audit/investigation to find out what his claims of illegal activity were.
- 5) He broke the law when he returned to the ESC after his suspension. His excuse was that he didn't understand that it was effective immediately. This, from a superintendent who had on previous occasions dealt with immediate suspension of other employees, is not plausible.
- 6) He failed in his duty as superintendent to act on his suspicions of corruption. It was his duty to bring the matter up to the authorities; in failing to do so, he not only neglected to do his job, but is also complicit in allowing the alleged fraud to continue.
- 7) He lied when he told us the board members had stopped him from investigating. He had full access to staff and records. His complaint that they did not direct him to investigate is invalid, since only he and Stover had the power to allow them to discuss it.
- 8) He lied when he told us he "discovered" that the District used blanket purchase orders for work done by AA. He knew this; he was the one who presented them to the board every year for approval.
- 9) He failed in his duty to make sure bidding procedures were followed. Sisney continued to present blanket POs to the board every year, without checking that bidding procedures had been followed for them. This was his responsibility; if he assumed that someone else had done it, but never checked, or was unaware of the requirements, it's his fault.
- 10) He lied when he told us that AA invoices had been "illegally" paid because they didn't have a work order attached to them, or work orders were entered after the work was done and invoiced. Completing the work order before the work was requested, and attaching it to the invoice, were not required at the time. These are procedures, not laws; even if they had been in place at the time, not following them is not breaking the law.
- 11) He misled us when he claimed that invoices whose dates had been changed by hand from 6/30/2007 to 7/13/2007 were evidence of a conspiracy. This is evidence of expenditures being frozen when invoices arrived, as happens in the District at the end of every fiscal year.
- 12) He lied when he claimed in the police report that invoices with the same date as the work order indicate that the work orders were fraudulently "retrofitted" to fit the invoices. The work order system was used at the time to track work that had been done - not necessarily as a point of generation of work requests. Work orders were entered before, on the same day, or after the work was done and/or invoiced. This did not indicate any fraud, illegal billing practices, or even violations of existing procedures.
- 13) He illegally took confidential salary information and a confidential letter from the District's counsel, and provided them to Rep. Mike Reynolds.
- 14) He included in his lawsuit an email that was illegally forwarded from a board member to a citizen.
- 15) He plotted to discredit board members.
- 16) He fed misinformation to the media to discredit and embarrass board members and AA, and to generate support for himself.
- 17) He refused to allow board members to place items on the agenda.

- 18) He flip-flopped repeatedly on whether AA was defrauding the District or not. He publicly accused AA of defrauding the District, then told Wilkins and Updike that he didn't mean it, and that it was only internal procedural problems. He told Flippo that there weren't any issues with AA, then threatened to take the AA thing public if she didn't get the board to give him his contract extension. Then he wrote a letter saying that he wasn't suggesting any malfeasance with AA; only that internal procedures needed to be tightened. Then he filed a lawsuit, accusing Rampey of AA of trying to get him fired, and told the media that he suspected a conspiracy between AA and the board members. Either his flips or his flops are lies.
- 19) He lied when he publicly accused AA of defrauding the District. In his deposition, he admitted that he had no evidence that they had done anything wrong and couldn't name any laws he thought they had broken.
- 20) After publicly accusing Rampey of defrauding the District, he told Updike to try to get Rampey to say nice things about Sisney and the District, promising Rampey that Sisney would make the whole situation go away. So either he had been lying when he accused Rampey of criminal acts, or he was willing to overlook them to make himself look good.
- 21) He lied when he kept insisting that the District had paid for work done for a friend of the Rampeys when he already knew the explanation and had in fact filed it with his complaint. Months later, just after Rampey's press conference, his attorney pretended that Rampey's press conference was the first he had heard of it; when in fact he was the attorney who had filed the explanation in Sisney's lawsuit.
- 22) He lied when he claimed in his lawsuit that Rampey had "absolutely, without warning" terminated future service to BASD. It was anything but "absolutely, without warning", according to Sisney's own claims. In the days just before May 8, Mike Rampey had made several attempts to meet with Sisney to discuss the accusations Sisney had made against Air Assurance. Sisney refused. He misled us when he left out the public accusations he had made against Rampey, which were the whole reason Rampey wanted to meet with Sisney in the first place. This had been going on for weeks before Rampey's "without warning" letter.
- 23) He lied when he said Dr. Gerber had changed the audit, to remove the things Sisney thought needed to be investigated, allegedly to cover up his own incompetence and criminal activity. The audit was changed slightly, to expand the scope of the narrow "Bid-splitting" item to a broader item addressing whether the Competitive Bidding Act was adhered to for all PO's. Obviously this broader item would cover bid-splitting. The change was not made by Dr. Gerber, as Sisney claimed; it was made by the audit firm. Dr. Gerber didn't even sign the audit request letter; Terry Stover, who was the board president and a Sisney supporter, signed it.
- 24) He misled us when he claimed that the board members had given preferential treatment to AA over other vendors. The board members had nothing to do with the bidding process. They were only involved in approving the choices Sisney gave them; the only way they could have preferred AA is if Sisney gave them bids to choose from. He did not; he gave them blanket POs for AA to approve. If anyone gave preferential treatment to AA, it was Sisney.
- 25) He misled all the employees of the District when he sent an email chastising the 3 board members for boycotting a meeting, pointing out that their "disappointing" behavior caused a delay in being able to address teacher negotiations and pay raises. While he went into detail about their attempt to hire RFR, his success in slashing the legal fees, the CFO's alleged misstatement of the fund balance, and the policy for the public to get agenda items added, he did not mention the board members' reasons for boycotting: Sisney controlled the board meetings. They could only discuss what was on the agenda, and he controlled the agenda. According to the Counterclaim, they had told Stover the week before that unless he allowed them to add agenda items, they would not come to the meeting. The Counterclaim says that they asked him to cancel the meeting until the problem could be worked out. Stover went ahead with the meeting anyway. The board members had no way to address important items that Sisney did not want addressed, and they had no recourse and were not allowed access to the District's legal counsel. Sisney did not mention any of this in the email he sent to all District employees.
- 26) He wasted the District's money by filing a lawsuit against the District, knowing that it would be unsuccessful because he had waived his hearing. He then refused to participate in his lawsuit, requiring the District to spend more money to force him to answer interrogatories and provide evidence. He cost more money by not showing up at his deposition while the District's attorney waited on him, and requiring more Motions to be filed

when he tried to get out of his deposition. Then in his deposition, he admitted that he had no grounds whatsoever to support his lawsuit.

- 27) He slashed the District's use of legal counsel to \$8,501 for FY 2006-2007. That's about 7.1 hours per month, for a district with almost 16,000 students. By contrast, Union, with 14,573 students, budgeted \$170,000 for FY 2007-2008, or 141.6 hours per month.

**And here are a few more inconsistencies to consider. We haven't seen the proof from either side on these. But looking at the track record of Sisney's proven lies vs. the board members' proven lies, my money is on the board members.**

- 1) He told us both Mike and Narissa Rampey were present in the executive sessions when his employment was discussed; the Rampeys deny that either of them was present. Somebody is lying.
- 2) He told us that the board members "surreptitiously" met with Mike Rampey. The board members say that Sisney suggested the meetings and asked Stover to set them up, which he did. Somebody is lying.
- 3) He blamed Gerber for the failure to follow bidding procedures with AA, saying that he didn't know that bidding was not being done. The Counterclaim says that in 2006, Gerber specifically asked Sisney how he wanted to handle HVAC: hire employees or put bids out; Sisney never responded. Somebody is lying.