

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

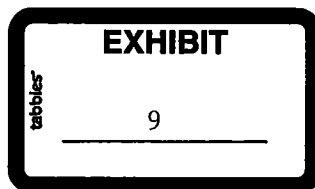
JIM SISNEY, an individual,)	
)	
Plaintiff,)	
)	
vs.)	Case No. 09-CV-253-TCK-PJC
)	
INDEPENDENT SCHOOL DISTRICT)	
NO. 3 OF TULSA COUNTY, a Political)	
Subdivision; and the BROKEN ARROW)	
SCHOOL BOARD,)	
)	
Defendants.)	

AFFIDAVIT OF MARYANNE FLIPPO

STATE OF OKLAHOMA)	
)	SS
COUNTY OF TULSA)	

I, Maryanne Flippo, first being duly sworn upon oath, do hereby state as follows:

1. I have personal knowledge of the facts stated in this affidavit and could testify to them if called to do so at hearing or trial.
2. I am a former elected member of the Board of Education of Independent School District No. 3 of Tulsa County, Oklahoma, commonly known as the Broken Arrow School District ("School District"). My last term of office as an elected member of the School District's Board of Education ("Board") was from February 2004 through April 2009.
3. On October 6 2008, the Board approved a motion directing the Board's attorney, J. Douglas Mann, to provide written notice to the School



District's then superintendent, Dr. Jim Sisney, of (a) his possible dismissal from employment with the School District, (b) the reasons that may exist for his possible dismissal, and (c) his right to a hearing prior to any dismissal action.

4. Pursuant to the Board's directive and by letter dated October 7, 2008, Board attorney J. Douglas Mann notified Dr. Sisney of five reasons for his possible dismissal:

- (1) Significant evidence from several witnesses shows that you frequently treat staff, patrons and others in a demeaning and humiliating manner which imperils working relationships.
- (2) Witnesses have indicated that during duty time and while acting as superintendent of schools, you have made unprofessional, demeaning and derogatory statements to a District employee about other District employees, current and former board members and superintendents of other Tulsa area school districts.
- (3) Witnesses and a document show that you entered into an agreement, on behalf of the District, with an administrator in which the administrator is required to be paid for sick leave when he is not sick, requires the administrator to keep the agreement confidential when all such agreements are public records and which agreement you did not disclose to the school board.
- (4) Witnesses have indicated that you have made false public allegations against a District vendor as to that vendor's billing practices to the District.
- (5) Significant evidence from several witnesses shows that you are not a good leader nor do you work in a collaborative or collegial manner with staff or the community.

See October 7, 2008 Letter, Affiant's Exhibit 1.

5. Dr. Sisney did not at any time request a hearing before the Board regarding his employment after Dr. Sisney's receipt of Mr. Mann's October 7, 2008 letter.

6. On October 23, 2008, a meeting of the Board was held. In executive session, the Board received information supporting each of the five reasons for Dr. Sisney's possible dismissal as contained in Mr. Mann's October 7, 2008 letter. Upon returning to open session, the Board approved, by a vote of 3-2, a motion to dismiss Dr. Sisney as a full-time administrator with the School District based on the reasons and information received by the Board and discussed in executive session.

7. At the board meeting held on October 23, 2008, information was presented to the Board in executive session in support of each of the five reasons set forth in Mr. Mann's letter of October 7, 2008. After the Board returned to open session, I voted in favor of the motion to dismiss Dr. Sisney because I believed the information presented was sufficient to establish cause to dismiss Dr. Sisney.

8. Prior to the board meeting held on October 23, 2008, I had not prejudged nor formed an opinion as to the guilt or innocence of Dr. Sisney with regard to any of the five reasons for Dr. Sisney's possible dismissal as set forth in Mr. Mann's October 7, 2008 letter. My decision to dismiss Dr. Sisney was based solely on the evidence as to the five reasons set forth in Mr. Mann's letter of October 7, 2008, which was presented at the Board meeting held on October 23, 2008.

Further Affiant Sayeth Not

Maryanne Filippo
Maryanne Filippo

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State, on the _____ day of January, 2010, personally appeared Maryanne Filippo, to me known to be the identical person who subscribed the name of the maker thereto to the foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

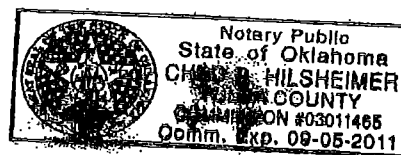
[Seal]

Charles Hilsheimer

NOTARY PUBLIC

My Commission Expires: 9-5-2011.

My Commission Number: 03011465.



BROKEN ARROW SCHOOL DISTRICT

601 South Main Street
Broken Arrow, Oklahoma 74012

October 7, 2008

Via Hand Delivery via Mr. Terry Laffin

Dr. Jim Sisney
1410 East Boise Place
Broken Arrow, OK 74012-9237

Re: Notice That Board of Education Will Consider Your Possible Dismissal

Dear Dr. Sisney:

This is to advise you that the Board of Education has directed me to notify you, in writing, that the Board of Education has determined that it will consider and vote on your possible dismissal as a full-time certified administrator. The reasons for this possible action are as follows:

1. Significant evidence from several witnesses shows that you frequently treat staff, patrons and others in a demeaning and humiliating manner which imperils working relationships.
2. Witnesses have indicated that during duty time and while acting as superintendent of schools, you have made unprofessional, demeaning and derogatory statements to a District employee about other District employees, current and former board members and superintendents of other Tulsa area school districts.
3. Witnesses and a document show that you entered into an agreement, on behalf of the District, with an administrator in which the administrator is required to be paid for sick leave when he is not sick, requires the administrator to keep the agreement confidential when all such agreements are public records and which agreement you did not disclose to the school board.
4. Witnesses have indicated that you have made false public allegations against a District vendor as to that vendor's billing practices to the District.



JLM

Mr. Charles Brown
October 7, 2008
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5. Significant evidence from several witnesses shows that you are not a good leader nor do you work in a collaborative or collegial manner with staff or the community.

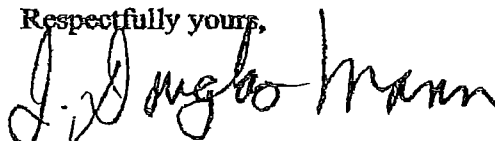
This is to notify you that you have the right to a hearing before the Board of Education prior to the Board taking any action with regard to your possible dismissal. If you wish to exercise your right to this hearing, you must, **WITHIN TEN (10) CALENDAR DAYS OF YOUR RECEIPT OF THIS NOTICE, NOTIFY THE CLERK OF THE BOARD OF EDUCATION IN WRITING.** If you fail to notify the Board Clerk in writing within the ten (10) calendar day period of your desire to have a hearing on your possible dismissal, you will be deemed to have waived your right to a hearing and the Board can proceed to make a decision concerning your possible dismissal without affording you any further notice or any further opportunities to present your side of the matter to the Board. The decision of the Board of Education concerning your possible dismissal is final and nonappealable.

The address of the Clerk of the Board of Education for the purpose of you giving such notice is:

Clerk of the Board of Education
Broken Arrow School District
601 South Main Street
Broken Arrow, Oklahoma 74012

If you request a hearing, the hearing will be scheduled as soon as possible and you will be notified in writing of the date, time and place of the hearing.

Respectfully yours,



J. Douglas Mann

Attorney for the Broken Arrow School District

JDM/lkl