

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

**JIM SISNEY, an individual,** )  
 )  
 **Plaintiff,** )  
 )  
**vs.** )  
 )  
**INDEPENDENT SCHOOL DISTRICT** )  
**NO. 3 OF TULSA COUNTY, a Political** )  
**Subdivision; and the BROKEN ARROW** )  
**SCHOOL BOARD,** )  
 )  
 )  
 )  
 **Defendants.** )

**Case Number: 09-CV-253-TCK-PJC**

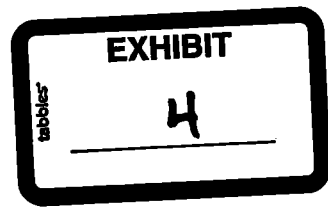
**PLAINTIFF'S SUPPLEMENTAL ANSWERS TO DEFENDANT'S  
FIRST SET OF INTERROGATORIES, REQUESTS FOR PRODUCTION AND  
REQUESTS FOR ADMISSIONS**

COMES NOW Plaintiff, by and through his Attorneys of record, Gary L. Richardson, Charles L. Richardson and David R. Keesling of Richardson Richardson and Boudreaux, and for his Supplemental Responses to Defendant's First Discovery Requests, alleges and states as follows:

**GENERAL OBJECTIONS**

Plaintiff makes the following general objections to the Discovery Requests of Defendant. Each of the following objections is applicable, to the extent appropriate, to all and each one of the Interrogatories. These general objections are in addition to, and not in lieu of, any specific objections that may additionally be made to any specific discovery request.

1. Plaintiff objects to discovery request that are not relevant to the subject matter of the pending action and those that are not reasonably calculated to lead to the discovery of admissible evidence.



8. Plaintiff does not concede the relevancy of any discovery request nor the relevancy nor admissibility of any information provided or documents produced in answer thereto. The fact that information is provided for documents produced in answer to a particular discovery request does not mean that it is probative of any particular issue in this matter.

9. If any work product or privileged document or information is inadvertently produced in answer to these or other requests, Plaintiff reserves this privilege with respect to the document or information, their right to object to inspection and copying the document or information, their right to demand the return of the document or information, and their right to object to the admissibility of the document or information.

10. Plaintiff reserves the right to supplement these responses in accordance with the Discovery Code until discovery is complete by final order of this Court.

11. Objection is made to discovery request that inquire about “every” and “all” documents, statements, knowledge and require Plaintiff to produce “fully”, to the extent that such requests reach, or would require Plaintiff to invade or reveal communications and things that are exempt. Plaintiff further objects to such indiscriminately inclusive discovery request as an improper attempt to limit its trial presentation at the pretrial stages of discovery.

12. To the extent that a discovery request requires a answer which impliedly adopts the supposition of the request that Plaintiff have acted or omitted to act in the manner described, and answer to such requests does not constitute admission or denial of such assumed facts.

13. To the extent the discovery requests inquire, in whole or in part, into the mental impressions, conclusions, opinions, or legal theories of Plaintiff attorneys working to assist trial preparation or in anticipation of litigation, such is protected from discovery by the work product

privilege.

**INTERROGATORIES**

**INTERROGATORY NO. 1:** Identify all persons and companies to whom you have submitted any inquiry or application for employment since September 1, 2008.

**ANSWER NO. 1:** I have communicated with various districts, explored alternative career options, spoke to someone in Rockwall, Texas regarding an Assistant Superintendent position, received one offer for Interim appointment with Sperry Public Schools, which has since become permanent.

**INTERROGATORY NO. 4:** Identify all employment opportunities that you assert were not available to you as a result of your dismissal from the Broken Arrow School District on October 23, 2008.

**ANSWER NO. 4:** Plaintiff is unaware, at this time of any/all employment opportunities that were unavailable to him as a result of his dismissal from BASD.

**INTERROGATORY NO. 5:** Identify all opportunities to earn money as a result of employment, grant, award, stipend, or otherwise, that you assert were not available to you as a result of your dismissal from the Broken Arrow School District on October 23, 2008.

**ANSWER NO. 5:** Dr. Sisney was selected as a finalist for the Broad Foundation Superintendent's Academy, based upon his success in the Superintendent position for Broken Arrow Public Schools, prior to his termination, which termination disqualified him.

**INTERROGATORY NO. 6:** Identify all persons who you may call at the time of trial to offer opinion testimony as to the amount of damages you claim to have suffered as a result of the acts complained of in your Complaint.

**ANSWER NO. 6:** At this time, Plaintiff intends to call Sandra Henderson.

**INTERROGATORY NO. 7:** With respect to any assertion by you that a member of the Broken Arrow School District Board of Education was biased against your employment with the Broken Arrow School District, identify all persons who you assert has personal knowledge of each such board member's bias.

**ANSWER NO. 7:** Plaintiff refers Defendant to Plaintiff's Initial Disclosures for a list of persons with personal knowledge, Plaintiff reserves the right to supplement this Answer as discovery progresses.

**INTERROGATORY NO. 9:** In paragraph 15 of your Complaint, you allege that three members of the Broken Arrow School District Board of Education "began a concerted pattern of retaliation against Sisney, ultimately leading to his dismissal." With respect to these three board members, identify the date, time and place of each act(s) that you assert constituted a concerted pattern of retaliation.

**ANSWER NO. 9:** Objection. This Interrogatory is premature as this case remains in the early stages of discovery. However, without waiving said objection, Plaintiff lists the meeting boycott on August 25, 2008, various communications with the PTA, Doug Mann's various directives to specific Board members and open records issues as a non-exhaustive list of acts. Dates further supplemented on documents attached hereto.

**INTERROGATORY NO. 10:** State all material facts upon which you base your conclusion that "[t]he three members of the Board...wanted Dr. Sisney gone as part of a continuation of the criminal scheme."

**ANSWER NO. 10:** Objection. This Interrogatory is premature as this case remains in the early stages of discovery. However, without waiving said objection, the three members of the School

Board in association with Air Assurance (“AA”) have taken the following steps in furtherance of the criminal scheme (1) put intense, ongoing pressure on the Superintendent to make things right with AA, i.e. to abandon thoughts of investigating the corruption, (2) fired one lawyer who warned them and hired another to help them eliminate Sisney and cover-up for AA, (3) authorized or directed Doug Mann to redirect an independent audit begun by Dr. Sisney and to institute a replacement to cover up AA billing practices, (4) hired as Interim Superintendent, Gary Gerber, an individual previously let go by Dr. Sisney, who was implicated with AA as an employee of the District. These actions were taken to protect AA, and (5) made allegations that Dr. Sisney has mishandled funds.

**INTERROGATORY NO. 11:** Identify all persons who you believe have made threats against the life and yourself and the lives of your family members.

**ANSWER NO. 11:** Plaintiff asserts that the identities of these people are unknown at this time as the people who have committed these acts do not generally announce themselves as the perpetrators. Plaintiff reserves the right to supplement this Answer as discovery progresses.

**INTERROGATORY NO. 13:** Identify all material facts that support your claim that you were “not afforded the opportunity, upon termination, to receive a ‘meaningful’ hearing to clear his name[,]” as alleged in paragraph 27 of your Complaint.

**ANSWER NO. 13:** Objection. This Interrogatory is premature as this case remains in the early stages of discovery. However, without waiving said objection, attorney Douglas Mann was hired to represent the interests of the School Board, as a whole, however attorney Mann has failed to fulfill his legal obligations to the Board as a whole and has consistently and overtly represented only the interests of three specific board members, Maryanne Flipppo, Shari Wilkins and Sharon Whelpley. Throughout attorney Mann’s “representation” he has advised Flipppo, Wilkins and Whelpley to the

detriment of the entire Board, the Broken Arrow School District and the Superintendent of Schools. A pattern of retaliatory behavior and pressure from the board ensued against Dr. Sisney. His refusal to dismiss the issues he discovered in relation to AA infuriated three (3) members of the School Board and they began a concerted pattern of retaliation against Sisney, ultimately leading to his dismissal. The "hearing" that was offered was set before a biased tribunal, to include the three ill-advised, retaliating board members. The three members of the Board and Mike Rampey wanted Dr. Sisney gone as part of a continuation of the criminal scheme.

**INTERROGATORY NO. 14:** Identify all of the ways by which you assert the Broken Arrow District breached your employment contract.

**ANSWER NO. 14:** Objection. This Interrogatory is premature as this case remains in the early stages of discovery. Further, this Interrogatory seeks legal analysis. However, without waiving said objection, Dr. Sisney was terminated from his position by way of a pattern of retaliatory behavior and pressure from the School Board that ensued against him, in violation of his employment contract, when he was made aware of possible violations of Oklahoma's Competitive Bidding Laws by AA. When he refused to discontinue investigation, his refusal infuriated three (3) members of the School Board and they began a concerted pattern of retaliation against Sisney, ultimately leading to his dismissal and breach of the employment contract to which he and the Defendant are parties.

**INTERROGATORY NO. 15:** Identify all opinions (legal or otherwise) in your custody, possession or control that support your claim that - with respect to Air Assurance - the Broken Arrow School District violated Oklahoma's Competitive Bidding Laws from 2005 to date.

**ANSWER NO. 15:** Objection. This Interrogatory is premature as this case is in the early stages of discovery. In addition, this Interrogatory calls for legal conclusions and is protected by the attorney-

client privilege as well as considered attorney work product. Privilege log attached hereto.

**INTERROGATORY NO. 17:** Identify all recorded communications, written communications and documents between you and any former or current employees and board members of the Broken Arrow School District that refer to or are related to any of your claims contained in your Complaint.

**ANSWER NO. 17:** Objection. This Interrogatory is overly broad, cumulative in nature and unduly burdensome. However, without waiving said objection, communications include memorandums from Superintendent Jim Sisney, e-mails between Jim Sisney and board members, e-mails between Jim Sisney and other school employees and other inter-school and related documents, all of which are attached hereto. Plaintiff reserves the right to supplement this Answer as discovery progresses.

**INTERROGATORY NO. 18:** Identify all recorded communications, written communications and documents exchanged between you and any individual(s) that refer to or are related to any of your claims contained in your Complaint between the dates of April 1, 2008 and December 31, 2008.

**ANSWER NO. 18:** Objection. This Interrogatory is overly broad, cumulative in nature and unduly burdensome. Further, this Interrogatory is protected by the attorney-client privilege as well as attorney work product. Privilege log attached hereto.

**INTERROGATORY NO. 19:** If your answer to Request for Admission No. 1 is other than an unqualified admission, state all material facts upon which you assert the Broken Arrow School District has not paid all amounts owed to you under your employment contract with the Broken Arrow School District for the 2008-2009 fiscal year.

**ANSWER NO. 19:** The presentation of this Request for Admission is ambiguous in that it can be construed to incorporate actual as well as exemplary damages, and as such, is admitted, as to salary payment, specifically, for school year 2008-2009.

**REQUESTS FOR PRODUCTION**

**REQUEST NO. 2:** Produce all recordings and documents identified by you in your response to the School District's First Set of Interrogatories.

**RESPONSE NO. 2:** Documents identified, submitted herewith.

**REQUEST NO. 3:** Produce your state and federal tax returns for the tax years 2006, 2007, 2008 & 2009.

**RESPONSE NO. 3:** Plaintiff does not retain hard copies of federal tax returns and Plaintiff has not prepared taxes for the year 2009, as of this date. Defendant can obtain tax records and documents by way of a duly executed Authorization for Release of Tax Records, submitted herewith.

**REQUEST NO. 4:** Produce all documents that support the amount and source of all income in excess of \$100.00 you have received since January 1, 2009 to date.

**RESPONSE NO. 4:** Since January 1, 2009, Plaintiff has received income from one source- Sperry Public Schools, per employment contract. Documents attached hereto.

**REQUEST NO. 5:** Produce all documents and recordings identified in your initial disclosures, as supplemented.

**RESPONSE NO. 5:** Documents attached hereto. Plaintiff reserves the right to supplement this Response as discovery progresses.

**REQUEST NO. 6:** Produce all documents in your custody, possession and control that support any claim made by you that any member of the Broken Arrow School District Board of Education was biased against your employment with the Broken Arrow School District in October 2008.

**RESPONSE NO. 6:** Objection. This Interrogatory is premature as this case remains in the early stages of discovery. Further, this Request calls for legal analysis and conclusion.



**REQUEST NO. 12:** Produce all documents that relate to your claim for damages as contained in your Complaint.

**RESPONSE NO. 12:** Objection. This Interrogatory is premature as this case remains in the early stages of discovery. However, without waiving said objection, the documents attached hereto support Plaintiff's claim for damages. Plaintiff will provide any additional supporting documentation, which has not previously been provided, to Defendants in advance of trial.

**REQUEST NO. 13:** Produce all documents that support your claim that any member of the Broken Arrow Board of Education was biased against your employment with the Broken Arrow School District between the dates of October 1, 2008 and October 30, 2008.

**RESPONSE NO. 13:** Objection. This Interrogatory is premature as this case remains in the early stages of discovery and is repetitive in nature. Further, this Request calls for legal analysis and conclusion. However, without waiving said objection, documents attached.

**REQUEST NO. 14:** Produce all documents that reflect any money in excess of \$100.00 paid to you for any services, professional or otherwise, rendered by you from October 23, 2008 to date.

**RESPONSE NO. 14:** Since October 23, 2008, Plaintiff has received income from one source- Sperry Public Schools, per employment contract. Documents attached hereto.

**REQUEST NO. 15:** Produce all documents that you claim support your assertion that three members of the Broken Arrow School District Board of Education "began a concerted pattern of retaliation against Sisney, ultimately leading to his dismissal, as alleged in paragraph 15 of your Complaint.

**RESPONSE NO. 15:** Objection. This Interrogatory is premature as this case remains in the early stages of discovery. Without waiving said objection, documents attached hereto.

**REQUEST NO. 16:** Produce all documents that you claim support your assertion that three members of the Broken Arrow School District Board of Education wanted you terminated from your employment with the Broken Arrow School District as part of a continuation of a criminal scheme.

**RESPONSE NO. 16:** Objection. This Interrogatory is premature as this case remains in the early stages of discovery. Without waiving said objection, documents attached hereto.

**REQUEST NO. 17:** Produce all opinions (legal or otherwise) in your custody, possession or control that support your claim that - with respect to Air Assurance - the Broken Arrow School District violated Oklahoma's Competitive Bidding Laws from 2005 to date.

**RESPONSE NO. 17:** Objection. This Interrogatory is premature as this case is in the early stages of discovery. In addition, this Interrogatory calls for legal conclusions and is protected by the attorney-client privilege as well as considered attorney work product. Privilege log attached hereto.

**REQUEST NO. 20:** Produce all records, including but not limited to calendars, diaries, logs, and notes, generated by you, or any other individuals, with respect to the incidents and damages alleged in your Complaint.

**RESPONSE NO. 20:** Objection. This Interrogatory is protected by the attorney-client privilege as well as considered attorney work product. Privilege log attached hereto.

**REQUEST NO. 22:** Produce all documents that you assert support your claim that you were denied due process with regard to your employment with the Broken Arrow School District.

**RESPONSE NO. 22:** Objection. This Request is misdirected at Plaintiff as it seeks information that requires legal analysis. Without waiving said objection, documents attached hereto.

**REQUEST NO. 23:** Produce all documents that you assert support your claim that you were denied a meaningful hearing to clear your name before the Broken Arrow School District Board of

Education.

**RESPONSE NO. 23:** Objection. This Request is misdirected at Plaintiff as it seeks information that requires legal analysis. Without waiving said objection, documents attached hereto.

**REQUEST NO. 24:** Produce all documents and recordings identified in your answer to Interrogatory No. 17.

**RESPONSE NO. 24:** Objection. This Request is overly broad, cumulative in nature and unduly burdensome. Without waiving said objection, documents attached hereto.

**REQUEST NO. 25:** Produce all documents and recordings identified in your answer to Interrogatory No. 18.

**RESPONSE NO. 25:** Objection. This Request is overly broad, cumulative in nature and unduly burdensome. Further, this Request is protected by the attorney-client privilege as well as attorney work product. Privilege log attached hereto.

**REQUEST NO. 27:** Produce all documents and recordings that substantiate the plaintiff's claimed damages in the amount of \$2,500,000 as set forth in your supplemental initial disclosures.

**RESPONSE NO. 27:** Objection. This Request is premature as this case remains in the early stages of discovery. However, without waiving said objection, the documents attached hereto support Plaintiff's claim for damages. Plaintiff will identify and provide any additional supporting documentation, which has not previously been provided, to Defendants in advance of trial.

**REQUEST NO. 28:** Produce all documents provided to you by any members of the Broken Arrow School District Board of Education that support any of your claims contained in your Complaint.

**RESPONSE NO. 28:** Objection. This Request is overly broad, cumulative in nature and unduly burdensome. However, without waiving said objection, documents attached hereto.

**REQUEST NO. 29:** Produce all documents provided by you or on your behalf TO any members of the Broken Arrow School District Board of Education regarding any of your claims contained in your Complaint.

**RESPONSE NO. 29:** Documents attached hereto.

**REQUEST NO. 30:** If you assert that the Broken Arrow School District has not paid all amounts owed to you under your employment contract with the Broken Arrow School District for the 2008-2009 fiscal year, produce all documents that you contend support your assertion.

**RESPONSE NO. 30:** BASD has made salary payment to Jim Sisney, specifically, for school year 2008-2009.

#### **REQUESTS FOR ADMISSION**

**REQUEST FOR ADMISSION NO. 1:** Admit that the Broken Arrow School District has paid all amounts owed to you under your employment contract with the Broken Arrow School District for the 2008-2009 fiscal year.

**RESPONSE NO. 1:** Admitted, as to salary payment, specifically, for school year 2008-2009.

Respectfully submitted,

/s/ David R. Keesling

Gary L. Richardson, OBA# 7547

Charles L. Richardson, OBA# 13388

David R. Keesling, OBA#17881

**RICHARDSON RICHARDSON BOUDREAUX**

6450 S. Lewis, Suite 300

Tulsa, Oklahoma 74136

Tel: 918/492-7674

Fax: 918/493-1925

*Attorneys for Plaintiff*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on this 20th day of November, 2009, a true and correct copy of the foregoing instrument was properly transmitted to:

Kent B. Rainey

**ROSENSTEIN, FIST & RINGOLD**

525 South Main, Suite 700

Tulsa, Oklahoma 74103

*Attorneys for Defendants*

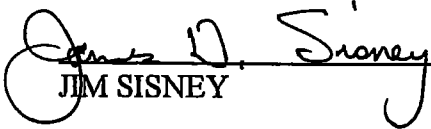
/s/ David R. Keesling

**RICHARDSON RICHARDSON BOUDREAUX**

**VERIFICATION**

STATE OF OKLAHOMA    )  
                                  ) ss.  
COUNTY OF TULSA     )

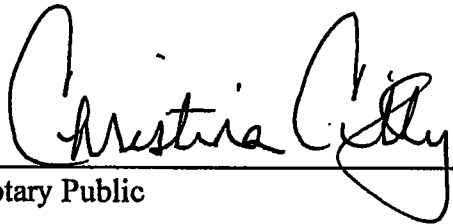
I, Jim Sisney, of lawful age, being first duly sworn upon oath, deposes and states that he has read the above and foregoing Plaintiff's Supplements to Defendant's First Written Discovery, that he is familiar with the contents thereof, and that the facts therein set forth are true and correct to the best of his knowledge and belief.

  
\_\_\_\_\_  
JIM SISNEY

SUBSCRIBED AND SWORN to before me this 20<sup>th</sup> day of November, 2009.

(SEAL)



  
\_\_\_\_\_  
Notary Public

My Commission Expires:

8-30-10