

**NOTICE OF TORT CLAIM AGAINST
EPIC CHARTER SCHOOL AN INDEPENDENT SCHOOL DISTRICT OF
OKLAHOMA**

TO: c/o Clerk of Independent School District of Oklahoma
EPIC
Charter Schools
c/o David Chaney, Superintendent
Independent School District of Oklahoma
EPIC Charter Schools
4101 NW 122nd Street
Oklahoma City, Oklahoma 73120

CLAIMANT, JASON DESKIN, submits the following information as NOTICE OF A CLAIM for damages against the EPIC Charter School ("EPIC"), an Independent School District of Oklahoma, and pursuant to 51 Oklahoma Statutes, Section 151 *et seq.* ("Oklahoma Government Tort Claims Act"):

1. The Claimant's name is JASON DESKIN ("Claimant"). Claimant's address is [REDACTED] and his telephone number is [REDACTED].
2. In or around July of 2017, Claimant was hired to teach at Epic Charter Schools under principal Kenneth Drake.
3. EPIC recruits prospective teachers, in part, by offering a unique salary structure. Under EPIC's salary structure, EPIC teachers have a base salary that is derived from the number of students on a teacher's roster, and EPIC teachers are also eligible for a bonus based on four performance categories.
4. EPIC's bonus structure allows EPIC to offer substantially more compensation to Oklahoma teachers than a traditional brick-and-mortar Oklahoma public school and is a major selling point to prospective EPIC teachers.
5. EPIC's bonus system is structured so that EPIC teachers, principals, and certain administrators can receive monetary bonuses when students meet certain benchmarks. This

bonus system is divided into four categories: retention, test scores, attendance, and students ability to move on to the subsequent grade level.

6. Claimant had a valid and enforceable employment contract with Epic Charter Schools that covered the 2017-2018 school year.

7. Claimant's primary reason for accepting employment with EPIC was the above-mentioned salary structure.

8. During Claimant's time at Epic, he became concerned with EPIC's practice of classifying students as truant when it was believed that students would not pass state testing. Claimant believed this practice was implemented to ensure that students at risk of failing state tests did not affect the bonuses of EPIC principals and administrators.

9. On at least one occasion, Claimant voiced his concerns to his principal Kenneth Drake. In this exchange, Claimant questioned EPIC's practice of manipulating its student rosters to maximize bonuses being paid to principals and administrators.

10. In or around November of 2017, Mr. Drake approached Claimant about a complaint he had received from a parent. Mr. Drake informed Claimant that the parent was angry that Claimant could not meet with a student because he had been substituting at Lexington Public Schools.

11. Claimant informed Mr. Drake that he had occasionally substitute taught at Lexington Public Schools to help out his wife, who was a teacher at Lexington, but that substitute teaching had never interfered with his duties and responsibilities at EPIC. Mr. Drake was satisfied with Claimant's response and gave no indication that Claimant's substitute teaching would be a problem moving forward.

12. In or around March of 2018, Claimant was offered, and accepted, a renewal of his employment contract with EPIC, which covered the 2018-2019 school year. This was a clear indication that EPIC was satisfied with Claimant's performance throughout his first year of teaching with EPIC.

13. In or around May of 2018, Claimant was informed by Mr. Drake that an administrator at EPIC, David Westin, was accusing Claimant of being the primary substitute teacher at Lexington Public Schools, which allegedly affected his performance at EPIC.

14. In reality, Mr. Westin's accusations were fabricated, as Claimant had only substitute taught at Lexington Public Schools on a few occasions, and he had made Mr. Drake aware of his substitute teaching throughout his tenure at EPIC.

15. Claimant's questioning of EPIC's practice of manipulating its roster to increase administrator's bonuses, along with EPIC wanting to avoid paying Claimant's substantial bonus that he had earned, caused EPIC to terminate Claimant in or around June of 2018.

16. EPIC timed Claimant's termination to deprive Claimant of much of the benefit of the bonus that he had earned under EPIC's bonus structure, as provided for in his employment contract; these actions violated the covenants of good faith and fair dealing that are implied in every Oklahoma contract.

17. The Oklahoma Charter Schools Act prohibits limiting student admission based on measures of achievement or aptitude. These statutes make clear the public policy of Oklahoma that Charter Schools shall not limit admission based on measures of achievement or aptitude, which can impact the general public at large.

18. As stated herein, Claimant refused to discriminate against certain students in EPIC based on their academic achievements and/or aptitude. However, EPIC pressured Claimant to manipulate the admission and enrollment of certain students to maximize bonuses.

19. Claimant questioned EPIC's practices of manipulating its rosters to maximize bonuses. However, because he questioned EPIC's long-standing practice, he was retaliated against in the workplace as set forth herein and was ultimately terminated from his employment.

20. Claimant questioned EPIC's practice of manipulating its roster to increase bonuses, which is an action in violation of Oklahoma's public policy, and refused to cooperate in EPIC's unlawful actions. His termination was therefore in violation of the public policy of this state under the standards articulated in *Burk v. K-Mart*, 1989 OK 22, 770 P.2d 24.

21. As a direct result of Claimant's retaliatory discharge of employment, he suffered economic loss, mental anguish and emotional distress, sleeplessness, anxiety, embarrassment, humiliation, injury to his reputation, and loss of enjoyment of life, all to his damage in excess of One Hundred Twenty-Five Thousand Dollars (\$125,000.00).

22. Claimant's authorized agents to settle this claim are Tanner France and Jonathan Irwin Attorneys-at-Law, whose law office, Ward & Glass, is located at 1601 36th Ave NW, Norman, Oklahoma 73072, and their telephone number is (405) 360-9700.

23. Pursuant to 51 O.S. § 157, Claimant will initiate a suit against the Independent School District No. 89 Oklahoma City Public Schools if this claim has not been approved within ninety (90) days from the date of its filing.

Dated May 16, 2019.



Jason Deskin