



Hickman Law Group
attorneys counselors mediators

June 27, 2019

VIA HAND DELIVERY ONLY

Ward & Glass

c/o Tanner France & Jonathan Irwin
1604 36th Ave. NW, Norman, OK 73072

RE: Notice of Tort Claim – Shaunna Atchley

Dear Mr. France & Mr. Irwin,

I am in receipt of the Notice of Tort Claim (“Notice”) against Epic Charter School (“Epic”) by Shaunna Atchley (“Employee”). I am legal counsel for the Board of Education (“Board”) for Epic.

As an initial matter, your Notice states in paragraph number 26 that Claimant will initiate legal action against “Independent School District No. 89 Oklahoma City Public Schools. It is unclear if you intended to threaten to sue Epic or Oklahoma City Public Schools. But, out of an abundance of caution, my client has directed me to respond to the Notice. Further, it appears that Employee signed the Notice on February 25, 2018, which predates the date of her termination.

My client denies the allegations in the Notice. Further, my client demands that Employee provide strict proof of her allegations to include providing any documentation to substantiate her statements. Your Notice fails to understand education law concerning truancy standards for students. Oklahoma law requires public schools to have truancy and attendance laws, which Epic has complied with and enforces through its policies. The enforcement of these laws and policies are required. A student that is truant or is not attending to the curriculum as required by Oklahoma’s student attendance law and the school’s policy is properly and legally withdrawn from the school. Employee was informed of Epic’s policy and was instructed to follow the policy. Epic’s process for addressing truancy and attendance is consistent with the practices of other public schools and the law.

Furthermore, employees at Epic, like all charter schools in Oklahoma, are at-will employees. As an at-will employee, the school may be terminate an employee with or without cause. Regarding Employee, the reasons that she was terminated include, but are not limited to, her failure to comply with the Employment Agreement, failure to comply with the Employee Handbook, inappropriate conduct, and poor communication. In fact, Employee’s relationship with her pet monkey, Virgil, resulted in her not fulfilling her work duties, such as meeting with her students regularly as required, and she brought Virgil to a state testing site without authorization. This later information is shared with you, in part, to ensure that as officers of the court, you are able to make an informed decision about the merits of any legal action prior to such filing by conducting a reasonable inquiry in compliance with 12 O.S. §2011(B).