

**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 122<sup>nd</sup> Street  
Oklahoma City, Oklahoma 73120

CLAIMANT, RYAN AISPURO, 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 RYAN AISPURO ("Claimant"). Claimant currently resides at [REDACTED] Claimant's telephone number is [REDACTED].

2. In or around July of 2017, Claimant was hired to teach at Epic Charter Schools under principal Amanda Lashley.

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. 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. Upon being hired by EPIC, Claimant was told by her principal, Amanda Lashley, that your first year at EPIC was about learning EPIC's system, and how to deal with EPIC's non-conventional teaching style. Claimant was also told that her first year should be about working through the challenges associated with teaching at EPIC and that she should not worry about termination in her first year.

9. During Claimant's time at Epic, she became concerned with EPIC's practice of manipulating its students' enrollment to maximize bonuses. Claimant questioned this practice on multiple occasions.

10. Toward the end of Claimant's first semester at EPIC, she was approached by Ms. Lashley regarding a complaint from an EPIC parent. Specifically, the parent allegedly had complained about Claimant's lack of communication with the parent and student.

11. Claimant informed Ms. Lashley that she had made every effort to communicate with the parent, but was receiving no response. Claimant even sent Ms. Lashley text messages and emails, evidencing her diligent efforts to communicate with the parent who had complained.

12. Shortly after the second semester had begun, Claimant again was approached by Ms. Lashley in regards to a parent complaining about Claimants alleged communication failures.

Again, Claimant showed Ms. Lashley detailed evidence of her diligent attempts to communicate with the complaining parent.

13. Throughout these alleged complaints, there was only one occasion where Ms. Lashley ever asked for, or reviewed, the documentation Claimant was providing that proved she was, in fact, making every effort to communicate with her students and their parents.

14. In June of 2018, Claimant was informed by Ms. Lashley that she was being terminated because she did not meet EPIC's standard of communication. However, this reason was pretext, as Claimant had provided Ms. Lashley with extensive documentation that proved she was diligently communicating with her students and their parents.

15. Claimant's questioning of EPIC's practice of manipulating its roster to increase administrators' bonuses, along with EPIC wanting to avoid paying Claimant's substantial bonus that she 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 she had earned under EPIC's bonus structure, as provided for in her 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 she questioned EPIC's long-standing practice, she was retaliated against in the workplace as set forth herein and was ultimately terminated from her 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. Her 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, she suffered economic loss, mental anguish and emotional distress, sleeplessness, anxiety, embarrassment, humiliation, injury to her reputation, and loss of enjoyment of life, all to her 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 36<sup>th</sup> 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 8, 2019.



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Ryan Aispuro