

**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, SHAUNNA ATCHLEY, 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 SHAUNNA ATCHLEY (“Claimant”). She presently resides at [REDACTED], and her telephone number is [REDACTED].

2. In or around July of 2017, Claimant was hired to teach at Epic Charter School’s under principle Dr. Cook.

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

4. Unlike Oklahoma’s traditional public schools, EPIC has a bonus system, wherein EPIC teachers, principals, and certain administrators can receive monetary bonuses when students meet certain bench marks. This bonus system is divided into four categories: Retention, Test Scores, Attendance, and Students ability to move on to the subsequent grade level.

5. During Claimant’s first semester at Epic, Dr. Cook resigned, causing Plaintiff to be placed on Jim Rector’s team. While on Dr. Cook’s team, Claimant was told by two individuals—that supervised this location—too pass a student who was failing English IV.

6. Based on Claimant's information and belief, these individuals were ordering Claimant to pass the above-mentioned student in order to bolster the success rate for students under their control. Claimant felt so uncomfortable with the pressure being put on her to pass the failing student that she voiced her concerns with officials at EPIC's Thunderbird location.

7. After voicing these concerns with these Thunderbird officials, Claimant was transferred from the Thunderbird location.

7. Upon transferring from EPIC's Thunderbird location, Claimant was placed on a different principal's—Kristie Surface's—team. This was Claimant's third principal in less than one year.

8. Claimant began experiencing problems with Surface from the moment she was added to her team.

9. As a new EPIC teacher, Claimant was still learning EPIC's protocols and procedures. On multiple occasions, Claimant sought out Surface's guidance in learning these protocols and procedures, only to be met with rude and unprofessional responses, or in some cases no response at all.

10. Claimant became so concerned with the behavior of Surface that she sought out help from Surface's supervisor, but received no response.

11. Claimant's relationship deteriorated further when Surface began ordering Claimant to withdraw students that Surface thought would negatively affect her bonuses.

12. Throughout her time under the leadership of Surface, Claimant continuously pushed back against Surface's orders to manipulate her roster by discriminating against students on the basis of aptitude—for the sole purpose of maximizing bonuses.

13. Atchley expressed to Surface that she believed it was unethical to discriminate against students to positively impact the bonus structure, rather than what was in the best interest of the student. In response, Surface indicated to Claimant that she needed to dump all of her students that reduced bonuses, and that if she did not, it would lead to her termination.

14. The relationship between Claimant and Surface came to a head when Surface ordered Claimant to withdraw a student who was struggling with his test scores and attendance, because Surface was concerned that this student would affect her bonus. Surface went so far as to tell Claimant that this student was a “waste of time” and a “prick.” Surface went on to explain to Claimant that this student did not deserve EPIC and that EPIC was free to pick and choose what students it wanted.

15. Claimant’s refusal to withdraw this student, along with her continued pushback on Surface’s orders to manipulate her roster to increase bonuses, caused Surface to have Claimant terminated. Claimant was terminated 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. 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

manipulating the admission and enrollment of certain students in order to maximize bonuses, and threatened her with termination if she did not manipulate the admission and enrollment of certain students.

19. Claimant refused to withdraw students from her class. However, because she did not withdraw students as Surface requested, she was retaliated against in the workplace as set forth herein and was ultimately terminated from her employment.

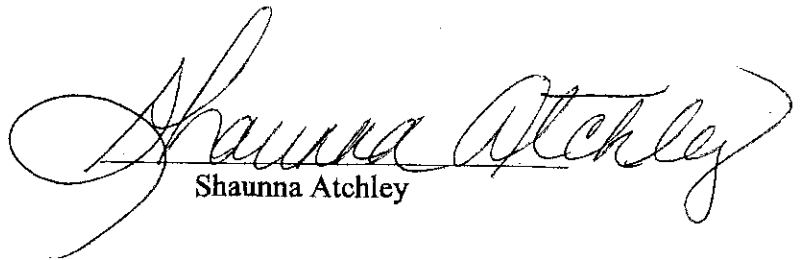
20. Plaintiff refused to withdraw students, which would have been an action in violation of Oklahoma's public policy, and refused to cooperate in Defendant's unlawful actions. Her termination was therefore in violation of the public policy of this state under the standards articulated in *Burk v. K-Mart*, 1989 OK 22, 770 P.2d 24.

21. As a direct result of Plaintiff'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. Claimants 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 this 25th day of February, 2018.


Shaunna Atchley