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March 20, 2020

Via Personal Service & E-mail

Ms. LeeAnn Lawlor – leeann.lawlor@csd83.org
Superintendent
Cartwright School District
5220 W. Indian School Rd.
Phoenix, AZ 85031

Ms. Marissa Hernandez – Marissa.Hernandez@csd83.org
Ms. Denice Garcia – Denice.Garcia@csd83.org
Ms. Rose Cantu – Rosa.Cantu@csd83.org
Ms. Lydia Hernandez – Lydia.Hernandez@csd83.org
Mr. Pedro Lopez – Pedro.Lopez@csd83.org
Governing Board Members
Cartwright School District
5220 W. Indian School Rd.
Phoenix, AZ 85031

David L. Allen
Mark D. Bogard
Neal H. Bookspan
Mervyn T. Braude
Roger I. Cohen
Beth S. Cohn
C. Cole Crabtree
Michael B. Dvoren
David N. Farren
Stephanie A. Fierro
Nathan M. Gallinat
Lauren L. Garner
Douglas O. Guffey
Aaron K. Haar
Laurence B. Hirsch
Amanda R. Hough
Gary J. Jaburg
Kraig J. Marton
Nathan D. Meyer
Thomas S. Moring
Lisa M. Paine
Micalann C. Pepe
Alejandro Pérez
Ilya Prokopets
Mitchell Reichman
Echo A. Reynolds
Laura A. Rogal
K. Michelle Roman
Kathi M. Sandweiss
Carissa K. Seidl
Jeffrey A. Silence
Mara Cmm Speth
Natalya Ter-Grigoryan
Alden A. Thomas
Cormme R. Viola
Lawrence E. Wilk
Nichole H. Wilk

Re: Notice of Claim pursuant to A.R.S. § 12-821.01 – Zeek Ojeh

Dear Ms. Lawlor and Cartwright School District Governing Board:

This firm represents Zeek Ojeh with regard to his claim against the Cartwright School District (the "District") for wrongful termination/constructive discharge in violation of A.R.S. § 23-1501(A)(3)(c)(ii) and § 23-1502. As explained in greater detail below, Mr. Ojeh was constructively discharged after blowing the whistle when the District Superintendent and board member Lopez attempted to award a nearly \$1.5 million contract without a competitive bidding process.

Shortly after informing the District's board president and the Superintendent of the liability the District and board would face if the contract was awarded without following appropriate protocols, he was told the District received a complaint of a "sexual nature" against him and Mr. Ojeh was immediately required to work from home without access to his emails or work documents. Even

JABURG WILK

Board of Directors
Cartwright School District
March 20, 2020
Page 2

after Mr. Ojeh demonstrated the accusation was blatantly false, the District nevertheless refused to permit him to return to work. Mr. Ojeh was constructively discharged as a result.

This letter is intended to be a Notice of Claim pursuant to and compliant with A.R.S. § 12-821.01. If for any reason you believe it is insufficient as a notice of claim in any aspect, we ask that you immediately inform the undersigned of your position and provide our client with an opportunity to cure the claimed defect. The following is a summary of the facts and our client's legal claims.

I. Facts

Mr. Ojeh began working at the District in 2011. He has been employed as the CFO earning a base salary of \$152,308. He has reported directly to Leeann Lawlor, the District Superintendent.

Throughout Mr. Ojeh's tenure at the District, he has been a model employee. He has received glowing annual performance evaluations. See Exhibit 1, Mr. Ojeh's Performance Evaluations. Mr. Ojeh's most recent evaluation included the following comment from Ms. Lawlor:

I am thankful for Mr. Ojeh, his expertise and his dedication to Cartwright are stellar. I can't thank him enough for ensuring that we stay on the positive side of finance. He is a miracle worker – loss of students and yet, raises, we are funding before school care and an employee day care center . . . and so much more!

Id. at 3.

As the District's CFO, one of Mr. Ojeh's primary concerns was saving the District money whenever possible. He was also vigilant in insuring all funds spent were appropriate and lawful. Ms. Lawlor applauded this effort until it became inconvenient for her agenda.

On July 26, 2019, Ms. Lawlor informed Mr. Ojeh that she and three District board members wanted to award a \$1,475,000 contract to Tim Cutright to replace the District's phone system. She further requested that Mr. Ojeh prepare a proposal related to the contract for the August 22, 2019 Governing Board meeting. She wanted it to be a "sole source" contract, meaning it would have to be purchased from Mr. Cutright. Mr. Ojeh asked why the board wanted to award this contract to Mr. Cutright. Ms. Lawlor simply responded that Mr. Ojeh should do what he is told. Upon information and belief, Ms. Lawlor and/or several board members were in favor of this contract because they were friends with Mr. Cutright or had some other relation with him.

On August 1, 2019, Pedro Lopez, a District board member, personally called Mr. Ojeh and asked him to meet at Tomahawk Elementary School. During this meeting, Mr. Lopez expressed that he would "really like" to see Mr. Cutright replace the District's phone system. He further advised that Marisa Hernandez, the board president, and Denice Garcia, another board member, favored awarding Mr. Cutright this contract and that Mr. Ojeh should "make it happen." Mr. Ojeh expressed concern about the repercussions he could face by following this directive because he believed it was contrary to the District's purchasing policies and regulations.

JABURG WILK

Board of Directors
Cartwright School District
March 20, 2020
Page 3

On August 2, 2019, Mr. Ojeh informed Ms. Lawlor that the District's phone system was in working order and that it was being supported by Cisco through 2022. See Exhibit 2, 08/02/19 email string Mr. Ojeh and Ms. Lawlor. He also expressed that paying approximately \$1.5 million for a new phone system was not in the District's best financial interest because it could purchase a new phone system from Fortinet for \$555,000 or have Cisco upgrade the phone system for \$600,000. Both options were a fraction of the purchase price Mr. Cutright quoted. Mr. Ojeh recommended forming a taskforce to assess the required and desired features for the District's phone and voicemail system and then start a formal bid process based upon the taskforce's determinations. Id. at 1-2.

Ms. Lawlor nevertheless ordered Mr. Ojeh to move forward with preparing a purchase proposal for the District to purchase a new phone system from Mr. Cutright. Id. at 2. Concerned by this directive, Mr. Ojeh sought legal guidance from the District's attorney, Roger Decker, as to whether complying with this directive was consistent with the District's policies and regulations. On August 4, 2019, Mr. Ojeh informed Ms. Lawlor that he could not prepare the requested purchase agreement based upon the guidance he received from Mr. Decker.

On August 6, 2019, Mr. Lopez informed Mr. Ojeh that he was the "stumbling block" in finalizing the contract with Mr. Cutright. Mr. Lopez further advised that Mr. Ojeh should call Mr. Cutright so that he could "educate" Mr. Ojeh on why he should be awarded the contract. Mr. Ojeh reiterated that the District was required to follow appropriate bidding policies and regulations.

On August 7, 2019, the very next day, Mr. Lopez went to Mr. Ojeh's office and demanded to know whether Mr. Ojeh had contacted Mr. Cutright pursuant to Mr. Lopez's directive. Mr. Ojeh advised that the District's rules forbade Mr. Ojeh from contacting any vendors directly who may do business with the District because doing so would require him to meet with all potential vendors.

Later that day, Mr. Decker provided Mr. Ojeh a written legal evaluation. See Exhibit 3, 08/07/19 letter from Mr. Decker to Mr. Ojeh. In short, Mr. Decker concluded that if Mr. Ojeh complied with Ms. Lawlor and the board members' directive without following the appropriate procedural rules and regulations, he would "expose the Board Members and the Administration Offices to personal liability and conceivably personal criminal liability." Id. at 6. Mr. Decker advised that the District should use the competitive sealed bidding process and follow the rules outlined in R7-2-1021, *et seq.* or R7-2-1041, *et seq.* when procuring a contract in an amount exceeding \$1 million, including any contracts to replace the District's phone system. Id.

Mr. Ojeh asked Ms. Lawlor if he should forward Mr. Decker's opinion to the board, but Ms. Lawlor demanded that Mr. Ojeh only send the opinion to her and the board President. Upon information and belief, Ms. Lawlor intended to conceal the illegal nature of the proposal to unilaterally grant a nearly \$1.5 million government contract without a competitive bidding process.

Because Mr. Ojeh blew the whistle on this illegal scheme, Ms. Lawlor began to hyper-scrutinize his work and tried to find ways to get rid of him as a District employee. As just one example, on August 8, 2019, the day after Mr. Ojeh shared Mr. Decker's legal recommendations, Ms. Lawlor called Mr. Ojeh to complain about his leadership over his department. Ms. Lawlor insisted that Mr. Ojeh demote

JABURG WILK

Board of Directors
Cartwright School District
March 20, 2020
Page 4

the Director of Building and Operations to an Assistant Director position because he had allegedly lied to Ms. Lawlor. She also insisted that Mr. Ojeh reassign the Assistant Director of Building and Operations to a classroom because he was rude to a subordinate employee, who was friendly to both the Superintendent and the Board President. Mr. Ojeh appropriately responded that HR needed to conduct an investigation and that he would not unilaterally change other employees' job titles and responsibilities before an investigation was completed.

On September 9, 2019, just a month after Mr. Ojeh blew the whistle, Ms. Lawlor humiliated Mr. Ojeh in his office. She explained that there was a "credible complaint of a sexual nature" made against Mr. Ojeh. Mr. Ojeh asked to see a copy of the complaint, but Ms. Lawlor refused. Instead, without following the District's complaint protocol, Ms. Lawlor provided Mr. Ojeh a "Notice of Temporary Reassignment." See Exhibit 4, 09/09/19 Notice of Temporary Reassignment. Therein, Ms. Lawlor informed Mr. Ojeh that he was being temporarily reassigned to work from his home pending further notice. Ms. Lawlor required Mr. Ojeh to give her his keys, ID badges, gate access, and computers, and Mr. Ojeh was immediately escorted out of the building.

On September 26, 2019, Mr. Ojeh and Kay Hunnicutt, his former attorney, met with Jamie Mayrose, the District's attorney and investigator. Mr. Ojeh answered all of Ms. Mayrose's questions and avowed that he did not sexually harass his accuser, Michelle Robertson. Coincidentally, Ms. Robertson is friends with Mr. Lopez, who was angry at Mr. Ojeh for not unilaterally approving the contract for Mr. Cutright.

On September 30, 2019, Ms. Hunnicutt sent a letter to Ms. Hernandez to inform her of Mr. Ojeh's belief that Ms. Robertson's "sexual complaint" was unsubstantiated, pretextual, and created to deflect attention from the fact that Mr. Ojeh protected the board and District from substantial liability arising from his decision to disregard a directive to award a \$1.5 million contract without a competitive bidding process. See Exhibit 5, 09/30/19 Letter from Ms. Hunnicutt to Ms. Hernandez. The District did not respond.

On October 13, 2019, Mr. Ojeh sent a detailed statement responding to Ms. Robertson's "sexual complaint" to Ms. Mayrose. See Exhibit 6, 10/14/19 Statement of Mr. Ojeh. As detailed in Mr. Ojeh's statement, he and Ms. Robertson were friends for several years. In 2017, that friendship turned into two adults engaging in a consensual flirtation via text messages, but Mr. Ojeh never had a physical relationship with Ms. Robertson. Ms. Robertson ultimately expressed a desire to have a romantic/physical relationship, but Mr. Ojeh repeatedly declined Ms. Robertson's advances from 2017 – 2019. Mr. Ojeh supported his statement with multiple text messages he received from Ms. Robertson.

For example, in May 2017, Ms. Robertson asked Mr. Ojeh if he had had sex in the six years since he had divorced his ex-wife. On March 9, 2018, Ms. Robertson sent Mr. Ojeh a picture of her breasts, to which Mr. Ojeh did not respond. On July 26, 2018, Ms. Robertson sent Mr. Ojeh a text acknowledging, "you've made it clear you no longer desire a romantic relationship with me." Nevertheless, on August 26, 2018, Ms. Robertson insinuated that she wanted to be Mr. Ojeh's wife. Mr. Ojeh did not respond to these messages. See Id.

JABURG WILK

Board of Directors
Cartwright School District
March 20, 2020
Page 5

Notwithstanding all of the evidence Mr. Ojeh presented that Ms. Robertson relentlessly pursued Mr. Ojeh and they never had a physical relationship, Ms. Lawlor sent Mr. Ojeh a "Notice of Extension of Reassignment" on November 22, 2019. See Exhibit 7, 11/22/19 Notice of Extension of Temporary Reassignment. Therein, Ms. Lawlor relayed that Mr. Ojeh's "temporary reassignment" was being extended for the remainder of the District's 2019 – 2020 fiscal year. Additionally, she indicated that there were new "modifications" to Mr. Ojeh's duties, including requiring him to email Ms. Lawlor and Linda Parker at 7:30 a.m. each business day to obtain work assignments and to report to them by 4:00 p.m. to confirm the completion of his assignments. This effectively transformed Mr. Ojeh from the CFO to the equivalent of a low-level hourly employee.

Ms. Lawlor and Ms. Parker apparently expected Mr. Ojeh to comply with this directive regardless of the fact that his access to his District email was suspended and he had no access to any documents he needed to complete his work as the District's CFO. Nevertheless, if Mr. Ojeh did not comply with these directives, he could be subjected "to employee discipline, up to and including termination." Id. at 2.

On December 9, 2019, Ms. Hunnicutt emailed Anthony Contente-Cuomo, the District's counsel, to express Mr. Ojeh's concerns regarding the Notice of Extension of Reassignment. See Exhibit 8, 12/09/19 Email String Between Ms. Hunnicutt and Mr. Contente-Cuomo. Specifically, she requested that Mr. Ojeh's District email be reinstated because the daily emails he was required to exchange with Ms. Lawlor and Ms. Parker would be public records, and Mr. Ojeh did not want information regarding his private email account being subject to a public records request. She also requested that Mr. Ojeh be provided basic equipment to perform his job, including a printer. Furthermore, she expressed that Mr. Ojeh did not agree with the District's decision to extend his reassignment and that he believed it was a form of retaliation.

On December 10, 2019, Mr. Contente-Cuomo simply responded that the "the terms and conditions of [Mr. Ojeh's] assignment remain unaltered." Id. at 2. Mr. Ojeh subsequently received a letter dated January 10, 2020 providing him with a generic email address to communicate with Ms. Lawlor. See Exhibit 10, 01/10/20 Notice of New Email Log in Credentials. His email was not restored so he could not communicate with District employees, his subordinates/direct reports, or to the Board. Overwhelmed with the weight of the District's efforts to get rid of him, Mr. Ojeh could not sleep, became sick and depressed. He is now on medication.

On February 21, 2020, The District sent Mr. Ojeh a notice of non-renewal, which explained that Mr. Ojeh's contract with the District would not be renewed. See Exhibit 9, 02/21/20 Notice of Non-Renewal. To this day, Mr. Ojeh does not have access to his District email account or any equipment necessary to do his job.

II. Legal Basis for Claim

As a result of the District's actions, Mr. Ojeh has been constructively discharged from his position as the District's CFO. The conduct he was subjected to was outrageous. The efforts to manipulate him to make an inappropriate purchase were wrong, but sending him home on false charge

JABURG WILK

Board of Directors
Cartwright School District
March 20, 2020
Page 6

that were known to be false was simply egregious. Any reasonable person treated as he was would have felt compelled to resign.

There is no question that Mr. Ojeh is a classic whistleblower. Pursuant to A.R.S. § 23-1501(A)(3)(c)(ii), "An employee has a claim against an employer for termination of employment if . . . the employer has terminated the employment relationship of an employee in retaliation for . . . the disclosure by the employee in a reasonable manner that the employee has information or a reasonable belief that the employer, or an employee of the employer, has violated, is violating or will violate the Constitution of Arizona or the statutes of this state to either the employer or a representative of the employer . . ." We recognize that technically, Mr. Ojeh remains on the District payroll for a few more months, but for all intents and purposes, he has been discharged. Regardless, this Notice of Claim applies to any claim that will later arise when he is no longer on the District payroll.

The District has violated A.R.S. § 38-532(A), which provides, "It is a prohibited practice for an employee who has control over personnel actions to take reprisal against an employee for a disclosure of information or matter of public concern by the employee to a public body that the employee reasonably believes evidences . . . a violation of law." The District's board is a "public body." See A.R.S. § 38-531(5) (defining a "public body" as a "governing board of a . . . school district"). Mr. Ojeh is the District's "employee." See A.R.S. § 38-531(1) (defining a "employee" as a "employees and officers of . . . school districts").

Mr. Ojeh notified the District's Superintendent as well as board members Lopez and Hernandez, on numerous occasions that he believed awarding Mr. Cutwright a \$1.5 million contract without first going through a competitive bidding process was illegal. These were persons to whom such a concern should have been raised, and it was. In fact, Mr. Ojeh's concerns were confirmed when Mr. Decker provided written recommendations advising that the District would be exposed to serious liability if it awarded the contract without first going through the competitive bidding process. At the very least, this opinion was shared with Ms. Hernandez, the board president, pursuant to Ms. Lawlor's directive that Mr. Ojeh only provide a copy of Mr. Decker's recommendations to her and Ms. Hernandez.

Approximately one month after Mr. Ojeh blew the whistle, his work privileges were suspended and he was told to work from home before an investigation into the complaint against him was completed. Even after Mr. Ojeh provided evidence that he did not harass his accuser, his "temporary reassignment" was permanently extended on December 9, 2019. This letter was confirmation that Mr. Ojeh will presumably never obtain access to his work emails or work documents as a result of this extension, rendering it impossible for him to perform his job. He was constructively discharged on this date as a result.

"[A] constructive discharge is functionally the same as an actual termination" under A.R.S. § 23-1501(A)(3)(c)(ii). See *Pennsylvania State Police v. Suders*, 542 U.S. 129, 148, 124 S. Ct. 2342, 2355, 159 L. Ed. 2d 204 (2004). Mr. Ojeh was not required to provide notice of his constructive discharge to the District because it has exhibited "outrageous conduct" as well as "a continuous pattern of discriminatory harassment" by extending Mr. Ojeh's "temporary reassignment" without justification and rendering it nearly impossible to perform his job duties in the process. See A.R.S. § 23-1502(A)(2).

JABURG WILK

Board of Directors
Cartwright School District
March 20, 2020
Page 7

To the extent the District may feel that Mr. Ojeh was required to complain about the District's retaliation within ten days of the District's wrongful conduct pursuant to A.R.S. § 23-1501(H), Arizona law offers him an alternative remedy under A.R.S. § 23-1501. *See Walters v. Maricopa Cty.*, 195 Ariz. 476, 481, 990 P.2d 677, 682 (Ct. App. 1999) ("we believe A.R.S. section 38-532 gives an alternative, permissive administrative remedy that leaves open the opportunity for an employee to file an original action [under A.R.S. § 23-1501] in the superior court"). *See also* A.R.S. § 38-532(D), allowing all the remedies to which any whistleblower should be entitled. Thus, Mr. Ojeh has a valid claim under A.R.S. § 23-1501, and this notice of claim is timely.

III. Damages

If Mr. Ojeh ultimately prevails on his claim, he is entitled to "attorney fees, costs, back pay, general and special damages and full reinstatement for any reprisal resulting from the prohibited personnel practice[.]" A.R.S. § 38-532(D).

Mr. Ojeh has suffered from severe emotional distress as a result of the District's actions. He has suffered countless sleepless nights and is being treated for severe depression.

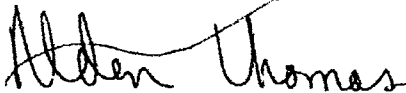
Although Mr. Ojeh has not yet suffered any lost wages, we anticipate it will be exceptionally difficult for him to secure comparable employment when his contract expires because of his age. Mr. Ojeh will incur approximately \$10,000 in attorney fees pursuing his claims short of litigation.

IV. Demand

Mr. Ojeh's claim against the District can be resolved for \$750,000.

Sincerely,

JABURG & WILK, P.C.



Kraig J. Marton
Alden A. Thomas

- Enc. Exhibit 1: Mr. Ojeh's Performance Evaluations.
Exhibit 2: 08/02/19 email string Mr. Ojeh and Ms. Lawlor.
Exhibit 3: 08/07/19 letter from Mr. Decker to Mr. Ojeh.
Exhibit 4: 09/09/19 Notice of Temporary Reassignment.
Exhibit 5: 09/30/19 Letter from Ms. Hunnicutt to Ms. Hernandez.
Exhibit 6: 10/14/19 Statement of Mr. Ojeh.
Exhibit 7: 11/22/19 Notice of Extension of Temporary Reassignment.
Exhibit 8: 12/09/19 Email String Between Ms. Hunnicutt and Mr. Contente-Cuomo.
Exhibit 9: 02/21/20 Notice of Non-Renewal.

JABURG WILK

Attorneys at Law

Board of Directors

Cartwright School District

March 20, 2020

Page 8

Exhibit 10: 01/10/20 Notice of New Email Log in Credentials.

KJM/AAT

cc: Zeek Ojeh

D. Scott Little, Board President

The TRUST

P. O. Box 40098

Phoenix, AZ 85067

EXHIBIT 1

Building: Financial Services

Zeek Ojeh

Responsible: L. Lawlor



Task: DISTRICT ADMINISTRATOR ASSESSMENT AND EVALUATION

District Administrator Assessment and Evaluation

- 1. Satisfactory - Meets acceptable standards of job expectations as defined by the Superintendent or Evaluator.
- 2. Improvement Needed - Is inconsistent in meeting standards of job expectations as defined by the Superintendent or Evaluator.
- 3. Unsatisfactory - Does not or rarely meets standards of job expectations as defined by the Superintendent or Evaluator.
- 4. Not Applicable/Not Evaluated

Name	Zeek Ojeh
Date	05/24/2019
Appraisal Period	Spring 2019
School/Department	Financial Services
Supervisor Name:	LeeAnn Aguilar Lawlor
Title	Assistant Super of Financial Services

I. ADMINISTRATIVE SKILLS

- A. Shows foresight in anticipating and alleviating possible problems in own department.
1
- B. Shows foresight in anticipating and alleviating possible problems with administrators in other departments or schools.
1
- C. Is creative and uses imagination in administrative responsibilities.
1
- D. Supports Superintendent and district policies.
1
- E. Makes sound decisions and accepts responsibility for actions.
1

Comments:

There is no doubt Mr. Ojeh has excelled in managing the district finances and has shown continuous foresight as indicated above....up to this point he has ensured that our bills are paid, raises were given and we have a reserve...

When Mr. Ojeh finds about a situation in his department, he takes care of it.

II. ORGANIZATIONAL SKILLS

- A. Develops long and short term goals and objectives for department.
1
- B. Involves appropriate district and school staff in planning process before arriving at a decision that requires their implementation.
1
- C. Refines and develops new ideas, methods when appropriate.
1

D. Verbal communications are concise, organized, effectively presented and readily understood.

1

E. Written communications are concise, effectively presented and readily understood.

1

F. Provides long range preventative solutions for recurring problems of the school and district as a whole in assigned area.

1

G. Is able to prioritize task and work on accomplishing task.

1

H. Completes task in assigned area of responsibility.

1

Comments:

Strength- long term goals for financing the district.

III. COOPERATION/WORKING RELATIONSHIPS

A. Coordinates work with Superintendent.

1

B. Coordinates work with other departments when appropriate.

1

C. Encourages cooperation between department staff, other departments and schools.

1

Comments:

Mr. Ojeh is extremely cooperative and is learning about how to best understand my leadership style. I appreciate his patience and his openness to new ideas and reviewing funds- to ensure our priorities are being met.

IV. MANAGEMENT/SUPERVISOR SKILLS

A. Provides positive and open atmosphere in which dialogue may occur.

1

B. Makes recommendations to Superintendent and deals promptly, objectively, and frankly with areas on responsibility.

1

C. Judgments are well defined, timely and lead to successful and practical results.

1

D. Communicates decisions to Superintendent and appropriate people and includes rationale for decision.

1

Comments:

Mr. Ojeh trusts his department directors to do their job...he meets with them often to ensure communication is two-way.

SPECIFIC RECOMMENDATIONS FOR CHANGE:


Engagement- I would like for all the directors in Mr. Ojeh's department to understand the district goals and to ensure that they use critical thinking skills to adapt for the ever changing needs of our district so their department can maximize support to the schools and district department and provide excellent customer service. (I understand Mr. Ojeh does not want to micro-manage, but sometimes, a leader must step in to ensure the department is running effectively- because when he does intervene, his leaders follow up and follow through!)

DISTRICT GOALS FOR UPCOMING YEAR:

I would like Mr. Ojeh and I to meet consistently (calendar meetings at least twice a month) to discuss budgeting issues/audits and funding our priorities for the upcoming year and beyond: as follows: 1) Health care benefits 2) Textbook adoptions 3) Traditional Salary Scale for Classified and Certified 4) Budget overrides we have not considered before 5) School remodels and 6) Future staffing

I am thankful for Mr Ojeh, his expertise and his dedication to Cartwright are stellar. I can't thank him enough for ensuring that we stay on the positive side of finance. He is a miracle worker- loss of students and yet, raises, we are funding before school care and an employee day care center...and so much more!



Attached Workflow	DR Sign/Supervisor Sign
Current Status	Pending
Submitted By	Leonor Lawlor
Workflow Steps	
	1 Signature by Direct Report: Zeek Ojeh Disclaimer: I have read and have access to copy of this document. I understand that I have the right to submit a written response to this evaluation to the evaluator or District Personnel Department with 14 days of receipt. I understand that my signature acknowledges that I have read and have access to a copy of this document, but does not indicate concurrence with the contents of the evaluation.
	2 Signature by Supervisor/Evaluator

Signature

Current User	Zeek Ojeh
Disclaimer	I have read and have access to copy of this document. I understand that I have the right to submit a written response to this evaluation to the evaluator or District Personnel Department with 14 days of receipt. I understand that my signature acknowledges that I have read and have access to a copy of this document, but does not indicate concurrence with the contents of the evaluation.
Date	6/12/2019
Signature *	<input type="checkbox"/> I have read and accept the Electronic Signature Statement .
Comments	

Cancel Submit

[Ask HR](#)
Submit a Question to your HR
Department who will respond via
email.

**Cartwright School District
DISTRICT ADMINISTRATOR ASSESSMENT AND EVALUATION**

Mr. Zeek Ojeh	Assistant Superintendent of Financial Services	District Office
Name of Administrator	Title	Location
Date 6/5/2018	From: July 1, 2017	To: June 30, 2018
Appraisal Period		Seven years
		Years in Present Position

Satisfactory: Means acceptable standards of job expectations as defined by the Superintendent or Evaluator.
Improvement Needed: Is inconsistent in meeting standards of job as defined by the Superintendent or Evaluator.
Unsatisfactory: Does not meet standards of job expectations as defined by the Superintendent or Evaluator.

An improvement plan with specific criteria is to be implemented for each category marked as improvement needed or unsatisfactory.

SPECIFIC RECOMMENDATIONS FOR CHANGE:

Not applicable.

I. ADMINISTRATIVE SKILLS

- A. Shows foresight in anticipating and alleviating possible problems in own department.
- B. Shows foresight in anticipating and alleviating possible problems with administrators in other departments or schools.
- C. Is creative and uses imagination in administrative responsibilities.
- D. Supports Superintendent and district policies.
- E. Makes sound decisions and accepts responsibility for actions.

TOTAL EVALUATION WAS:

SATISFACTORY IMPROVEMENT NEEDED UNSATISFACTORY

II. ORGANIZATIONAL SKILLS

- A. Develops long and short term goals and objectives for department.
- B. Involves appropriate district and school staff in planning process before arriving at a decision that requires their implementation.
- C. Refines and develops new ideas, methods when appropriate.
- D. Verbal communications are concise, organized, effectively, presented and readily understood.
- E. Written communications are concise, effectively, presented and readily understood.
- F. Provides long range preventative solutions for recurring problems of the school and district as a whole in assigned area.
- G. Is able to prioritize task and work on accomplishing task.
- H. Completes task in assigned area of responsibility.

COMMENTS:

Mr. Ojeh has been able to construct a budget that is historical for each employee group in terms of a monetary increase in pay. He has received the Comprehensive Annual Financial Report Certificate of Achievement for Excellence in Financial Reporting for seven years. This is the highest form of recognition in governmental accounting and financial reporting.

Mr. Ojeh has restructured the Technology Team to support the district in taking the summative AzMerit exam in an electronic format. We have improved our AzMerit scores due to continued support in using technology to access the exam. We completed our fourth year in taking the AzMerit in the electronic format.

Mr. Ojeh has earned an exceptional Auditor General Report assuring financial stability and an "A" rating for our district.

Mr. Ojeh was instrumental in assisting with the collective inquiry process during the RedforEd movement. He is an asset to the Cartwright School District and to the educational community at large.

DISTRICT GOALS FOR UPCOMING YEAR:

Cartwright School District Goals:


1. Increase student achievement.
2. Provide exceptional customer service.
3. Provide opportunities for innovation.

III. COOPERATION/WORKING RELATIONSHIPS

- A. Coordinates work with Superintendent.
- B. Coordinates work with other departments when appropriate.
- C. Encourages cooperation between department staff, other departments and schools.

IV. MANAGEMENT/SUPERVISOR SKILLS

- A. Provides positive and open atmosphere in which dialogue may occur.
- B. Makes recommendations to Superintendent and deals promptly, objectively, and frankly with areas on responsibility.
- C. Judgments are well defined, timely and lead to successful and practical results.
- D. Communicates decisions to Superintendent and appropriate people and includes rationale for decision.

 6/11/18
 zeekojeel 6/11/18

**Cartwright School District
DISTRICT ADMINISTRATOR ASSESSMENT AND EVALUATION**

Mr. Zeek Ojeh	Assistant Superintendent of Financial Services	District Office
Name of Administrator	Title	Location
Date 6/8/2017	From: July 1, 2016	To: June 30, 2017
Appraisal Period		Six years
		Years in Present Position

Satisfactory: Means acceptable standards of job expectations as defined by the Superintendent or Evaluator.

Improvement Needed: Is inconsistent in meeting standards of job as defined by the Superintendent or Evaluator.

Unsatisfactory: Does not meet standards of job expectations as defined by the Superintendent or Evaluator.

An improvement plan with specific criteria is to be implemented for each category marked as improvement needed or unsatisfactory.

SPECIFIC RECOMMENDATIONS FOR CHANGE:

Not applicable.

I. ADMINISTRATIVE SKILLS

- A. Shows foresight in anticipating and alleviating possible problems in own department.
- B. Shows foresight in anticipating and alleviating possible problems with administrators in other departments or schools.
- C. Is creative and uses imagination in administrative responsibilities.
- D. Supports Superintendent and district policies.
- E. Makes sound decisions and accepts responsibility for actions.

TOTAL EVALUATION WAS:

SATISFACTORY IMPROVEMENT NEEDED UNSATISFACTORY

II. ORGANIZATIONAL SKILLS

- A. Develops long and short term goals and objectives for department.
- B. Involves appropriate district and school staff in planning process before arriving at a decision that requires their implementation.
- C. Refines and develops new ideas, methods when appropriate.
- D. Verbal communications are concise, organized, effectively, presented and readily understood.
- E. Written communications are concise, effectively, presented and readily understood.
- F. Provides long range preventative solutions for recurring problems of the school and district as a whole in assigned area.
- G. Is able to prioritize task and work on accomplishing task.
- H. Completes task in assigned area of responsibility.

COMMENTS:

Mr. Ojeh has been able to construct a budget that is historical for each employee group in terms of a monetary increase in pay. He has received the Comprehensive Annual Financial Report Certificate of Achievement for Excellence in Financial Reporting for six years. This is the highest form of recognition in governmental accounting and financial reporting.

Mr. Ojeh has restructured the Technology Team in such a manner that each school and student has support for any issues that may arise. He has also supported the district in taking the summative AzMerit exam in an electronic format. We have improved our AzMerit scores due to continued support in using technology to access the exam. We completed our third year in taking the AzMerit in the electronic format.

Mr. Ojeh makes judgments that are well defined, timely and lead to successful outcomes. He makes his decisions based on what is best for our students and community. Mr. Ojeh is a huge asset to the Cartwright School District and to the educational community at large.

III. COOPERATION/WORKING RELATIONSHI

- A. Coordinates work with Superintendent.
- B. Coordinates work with other departments when appropriate.
- C. Encourages cooperation between department staff, other departments and schools.

DISTRICT GOALS FOR UPCOMING YEAR:

Cartwright School District Goals:

1. Increase student achievement.
2. Provide exceptional customer service.
3. Provide opportunities for innovation.

IV. MANAGEMENT/SUPERVISOR SKILLS

- A. Provides positive and open atmosphere in which dialogue may occur.
- B. Makes recommendations to Superintendent and deals promptly, objectively, and frankly with areas on responsibility.
- C. Judgments are well defined, timely and lead to successful and practical results.
- D. Communicates decisions to Superintendent and appropriate people and includes rationale for decision.

zeekojeh 6/8/17
[Signature] 6/18/17

**Cartwright School District
DISTRICT ADMINISTRATOR ASSESSMENT AND EVALUATION**

Mr. Zeek Ojeh

Assistant Superintendent

Financial and Auxiliary Services

Name of Administrator

Title

Location

Date 6/28/16

From: July 1, 2015

To: July 1, 2016

5 years

Appraisal Period

Years in Present Position

Satisfactory: Means acceptable standards of job expectations as defined by the Superintendent or Evaluator.

Improvement Needed: Is inconsistent in meeting standards of job as defined by the Superintendent or Evaluator.

Unsatisfactory: Does not meet standards of job expectations as defined by the Superintendent or Evaluator.

SATISFACTORY	IMPROVEMENT NEEDED	UNSATISFACTORY
--------------	--------------------	----------------

An improvement plan with specific criteria is to be implemented for each category marked as improvement needed or unsatisfactory.

SPECIFIC RECOMMENDATIONS FOR CHANGE:

Not applicable

TOTAL EVALUATION WAS:

SATISFACTORY IMPROVEMENT NEEDED UNSATISFACTORY


COMMENTS:

Mr. Ojeh has done an exemplary job in maintaining an A rating and providing employees raises in difficult financial times. He has earned several awards for his knowledge and leadership skills. He is extremely responsible and committed to the Cartwright School District. The Cartwright School District is a much better place due to Mr. Ojeh's expertise and ability to manage the districts resources.


DISTRICT GOALS FOR UPCOMING YEAR:

The goals for the 2015-2016 School Year are as follows:

1. Increase student achievement
 2. Provide exceptional customer service
 3. Provide opportunities for innovation
-
-
-
-
-
-
-
-
-
-

 6/28/16
Signature of Administrator indicates: _____ Date

I have read and received a copy of this Administrator Evaluation report and acknowledge that I have the right to attach a written response to this report.

 6/28/16
Signature of Evaluator _____ Date

I. ADMINISTRATIVE SKILLS:

- A. Shows foresight in anticipating and alleviating possible problems in own department.
- B. Shows foresight in anticipating and alleviating possible problems with administrators in other departments or schools.
- C. Is creative and uses imagination in administrative responsibilities.
- D. Supports Superintendent and district policies.
- E. Makes sound decisions and accepts responsibility for actions.

II. ORGANIZATIONAL SKILLS:

- A. Develops long and short term goals and objectives for department.
- B. Involves appropriate district and school staff in planning process before arriving at a decision that requires their implementation.
- C. Refines and develops new ideas, methods when appropriate.
- D. Verbal communications are concise, organized, effectively, presented and readily understood.
- E. Written communications are concise, effectively, presented and readily understood.
- F. Provides long range preventative solutions for recurring problems of the school and district as a whole in assigned area.
- G. Is able to prioritize task and work on accomplishing task.
- H. Completes task in assigned area of responsibility.

III. COOPERATION/WORKING RELATIONSHIP:

- A. Coordinates work with Superintendent.
- B. Coordinates work with other departments when appropriate.
- C. Encourages cooperation between department staff, other departments and schools.

IV. MANAGEMENT/SUPERVISOR SKILLS:

- A. Provides positive and open atmosphere in which dialogue may occur.
- B. Makes recommendations to Superintendent and deals promptly, objectively, and frankly with areas on responsibility.
- C. Judgments are well defined, timely and lead to successful and practical results.
- D. Communicates decisions to Superintendent and appropriate people and includes rationale for decision.

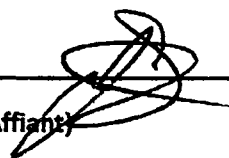
AFFIDAVIT

My name is Dr. Jacob A. Chavez and I have resided in Phoenix, Arizona, Maricopa County, for 42 years. I make the following declaration based on personal observations, experience, and under oath:

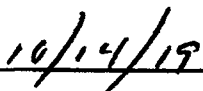
1. I have known Zeek Ojeh for 8 years from 2011-present.
2. I was the Superintendent and Chief Executive Officer at the Cartwright Elementary School District for over eight years.
3. I hired Mr. Ojeh in 2011 in the position as Chief Financial Officer and Assistant Superintendent. I was his direct supervisor.
4. I left my position as Superintendent and his direct supervisor in February 2019.
5. While I was Superintendent and during Mr. Ojeh's employment, I observed him and his professional interactions on an almost daily basis at the Central Administrative offices, meetings of the Governing Board, Administrative Cabinet meetings, professional conferences and District committee meetings.
6. At no time during the past eight years of professional contact with Mr. Ojeh did I observe him being disrespectful or disrespecting any female employee, including teachers, classified staff, board members, vendors, or community members. He has always shown a high moral ground in his conduct.
7. Mr. Ojeh exhibits a warm and caring demeanor but never beyond a professional conduct that is acceptable in the workplace. I have observed him giving a pat on the shoulder, a warm handshake or returning a hug, but always appropriate.
8. I am also knowledgeable of Mr. Ojeh on a personal level and have observed outside of the workplace environment. Again, he conducts himself in a respectful manner towards others including female company.
9. Based on my professional observations, Mr. Ojeh is highly regarded as a person of unquestionable integrity and character.
10. I have known Mr. Ojeh to be a religious man.
11. Mr. Ojeh always took a higher moral ground in his interactions and advice with others.

The above statements made on October 10, 2019 on this affidavit are based on my personal and professional observations to the best of my knowledge over an eight-year period.

I hereby affirm that the information contained in this Affidavit is true.



(Affiant)



(Date)

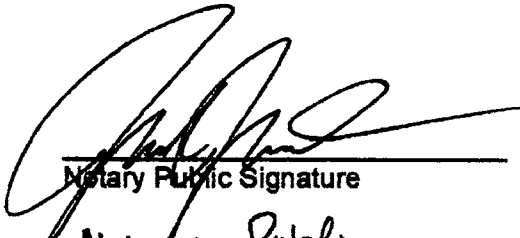
ARIZONA NOTARY ACKNOWLEDGEMENT

State of Arizona

County of Maricopa

Subscribed and affirmed before me this 14th day of October, 2019, by

Jacob A Chavez (name of signer).



Notary Public Signature

Notary Public

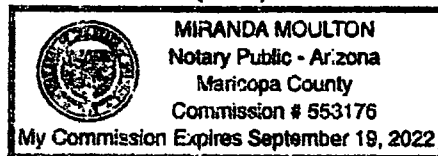
Title or Rank

553176

Serial Number, if any

My Commission Expires: Sept 19, 2022

(Seal)



ACA 9 SEXUAL HARASSMENT

All individuals associated with this District including but not necessarily limited to the Governing Board the administration the staff, and students are expected to conduct themselves at all times so as to provide an atmosphere free from sexual harassment

Sexual harassment includes unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when made by a member of the school staff to a student or to another staff member or when made by a student to another student where

- Submission to such conduct is either explicitly or implicitly made a term or condition of an individual's employment or education or
- Submission to or rejection of such conduct is used as a basis for employment or education decisions affecting such individual or
- Such conduct has the purpose or effect of substantially interfering with an individual's educational or work performance or creating an intimidating hostile, or offensive employment or education environment

Sexual harassment may include, but is not limited to

- Suggestive or obscene letters, notes, invitations, derogatory comments, slurs, jokes, epithets, assault, touching, impeding or blocking movement, leering gestures, or display of sexually suggestive objects, pictures, or cartoons
- Continuing to express sexual interest after being informed that the interest is unwelcome (Reciprocal attraction between peers is not considered sexual harassment)
- Implying or withholding support for an appointment, promotion, or change of assignment, suggesting that a poor performance report will be prepared, suggesting that probation will be failed, implying or actually withholding grades earned or deserved, or suggesting that a scholarship recommendation or college application will be denied
- Coercive sexual behavior used to control, influence, or affect the career, salary, and/or work environment of another employee; or engaging in coercive sexual behavior to control, influence, or affect the educational opportunities, grades, and/or learning environment of a student.
- Offering or granting favors or educational or employment benefits, such as grades or promotions, favorable performance evaluations, favorable assignments, favorable duties or shifts, recommendations, reclassifications, et cetera, in exchange for sexual favors

Anyone who is subject to sexual harassment, or who knows of the occurrence of such conduct, should inform the compliance officer, as provided in ACA-R

A substantiated charge against a staff member in the District shall subject such staff member to disciplinary action

A substantiated charge against a student in the District shall subject that student to disciplinary action, which may include suspension or expulsion

All matters involving sexual harassment complaints will remain confidential to the extent possible

Adopted: date of Manual adoption

LEGAL REF:

A.R.S.

41-1481 et seq.

20 U.S.C. 1681, Education Amendments of 1972, Title IX

20 U.S.C. 1703, Equal Employment Opportunity Act of 1972

42 U.S.C. 2000, Civil Rights Act of 1964 as amended, Title VII

CROSS REF

AC - Nondiscrimination/Equal Opportunity

GBA - Equal Employment Opportunity

GCQF - Discipline, Suspension, and Dismissal of Professional Staff Members

GDQD - Discipline, Suspension, and Dismissal of Support Staff Members

IHBA - Special Instructional Programs and Accommodations for Disabled Students

JB - Equal Educational Opportunities

JII - Student Concerns, Complaints and Grievances

JK - Student Discipline

JKD - Student Suspension

KED - Public Concerns/Complaints about Facilities or Services

KFA - Public Conduct on School Property

ACA-R E

REGULATION

SEXUAL HARASSMENT

Compliance Officer

The Superintendent shall be the compliance officer. Any person who feels unlawfully discriminated against or who has been the victim of unlawful discrimination by an agent or employee of the District or who knows of such discrimination against another person should file a complaint with the Superintendent. If the Superintendent is the one alleged to have unlawfully discriminated, the complaint shall be filed with the President of the Board.

Complaint Procedure

The District is committed to investigating each complaint and to taking appropriate action on all confirmed violations of policy. The Superintendent shall investigate and document complaints filed pursuant to this regulation as soon as reasonable, within the established timelines. In investigating the complaint, the Superintendent will maintain confidentiality to the extent reasonably possible. The Superintendent shall also investigate incidents of policy violation that are raised by the Governing Board, even though no complaint has been made.

If after the initial investigation the Superintendent has reason to believe that a violation of policy has occurred, the Superintendent shall determine whether or not to hold an administrative hearing and/or to recommend bringing the matter before the Board.

If the person alleged to have violated policy is a teacher or an administrator, the due process provisions of the District's Policy GCQF shall apply, except that the supervising administrator may be assigned to conduct the hearing. In cases of serious misconduct, dismissal or suspension proceedings in accordance with A.R.S. 15-539 et seq. may be initiated.

I was NOT told or given charges against me.

If the person alleged to have violated policy is a support staff employee, the Superintendent may follow due process and impose discipline under Policy GDQD if the evidence so warrants. The Superintendent also may recommend a suspension without pay, recommend dismissal or impose other appropriate discipline.

If the person alleged to have violated policy is a student, the Superintendent may impose discipline in accordance with Policies JK, JKD and JKE.

If the Superintendent's investigation reveals no reasonable cause to believe policy has been violated, the Superintendent shall so inform the complaining party in writing.

Timelines

The complaint must be filed within thirty (30) calendar days after the complaining party knew or should have known that there were grounds for a complaint/grievance.

Once the written complaint has been filed using the forms provided by the District, the Superintendent shall require the immediate supervisor or site administrator to investigate and respond in writing to the complaining party within five (5) working days.

Did not happen

If the immediate supervisor or site administrator does not respond, the Superintendent will have ten (10) additional working days to respond in writing to the complaining party.

if the Superintendent does not respond within the established time, then the complaining party may request in writing that the issue be brought before the Board. The Board will then review the record of the investigation and have thirty (30) days to respond to the complaining party in writing.

Did not
happen

ACA-R

EXHIBIT

SEXUAL HARASSMENT

COMPLAINT FORM

(To be filed with the compliance officer as provided in ACA-R)

Did not use this form

Please print:

Name _____ Date _____

Address _____

Telephone _____ Another phone where you can be reached _____

During the hours of _____

E-mail address _____

I wish to complain against:

Name of person, school (department), program, or activity _____

Address _____

Specify your complaint by stating the problem as you see it. Describe the incident, the participants, the background to the incident, and any attempts you have made to solve the problem. Be sure to note relevant dates, times, and places.

If there is anyone who could provide more information regarding this, please list name(s), address(es), and telephone number(s)

Name _____ Address _____ Telephone Number _____

*Did not use
this
form*

The projected solution

Indicate what you think can and should be done to solve the problem. Be as specific as possible.

I certify that this information is correct to the best of my knowledge

Signature of Complainant

The compliance officer, as designated in AC-R shall give one (1) copy to the complainant and shall retain one (1) copy for the file

Zeek Ojeh Contract for 2019-20 School Year

Base Salary	\$152,308
Doctorate/CPA Stipend	\$9,880
301 Equivalency for Administrators	\$8,000
Performance Pay (10%)	\$16,219
Family Medical Insurance Gold Plan(Med/Dental/Vision)	\$14,250
Basic Term Life Insurance for \$260,000	\$105
Total	\$200,764

EXHIBIT 2

1.5

Zeek Ojeh <zeek.ojeh@csd83.org>
To: LeeAnn Lawlor <leeann.lawlor@csd83.org>

Fri, Aug 2, 2019 at 3:42 PM

Hi LeeAnn,

This is to follow-up on our meeting last week regarding using Mr. Tim Cutright to provide technological services including a new phone system for Cartwright School District. Yesterday, I met with board member Lopez who also expressed his desire for us to use the services of Mr. Cutright.

By way of background, about four years ago, in response to a failed switch, we upgraded and replaced our Cisco Call Manager software at a cost of \$160,000. The upgrade extended support for our phone systems thru June 2022. We have two years to determine whether to upgrade the existing system or fully replace the current phone system.

We have gathered data and assessed the feasibility and cost to implement a full Information Technology (IT) Replacement Cycle for all hardware District-wide. The estimated cost to replace District owned hardware is approximately \$21 million over the next few years. The District has aging systems that are at or near the end of their useful life, such as:

Fire alarm and intercom hardware, which are pressing safety concerns,

Video and audio displays for classrooms

Desktop and laptop for teachers

Chromebooks for AzMerit testing

Also as part of the Bid process, we should analyze features and price. The table below shows the estimated cost to upgrade our current system or migrate to a new system with different vendors.

Phone System Manufacturer	Upgrade/New	Estimated Cost
Fortinet	New	\$550,000
Cisco	Upgrade	\$600,000
Mitel	New	\$1,475,000

Recommendation – I recommend that we form a taskforce to assess the required and desired features for a phone and voicemail system. The task force should be charged with determining priorities and funding based on priorities. With the product of the taskforce in hand, issue a formal Bid process and require all potential vendors to exhibit their products so we can get an overview of the phone system capabilities and uses. As part of the Bid process, we should request demonstrations with at least three of the

15

four major phone system hardware and software manufacturers catering to the K-12 districts in Arizona.

- Cisco
- Fortinet
- Mitel
- Avaya

If we do not adhere to a formal Bid process, the District loses any legal and financial recourse for system, software, or equipment failures. Further, without a formal Bid, we are vulnerable to potential lawsuits from 'like-kind' vendors and the public, and we cannot meet the Due Diligence and Reasonableness thresholds required and expected of School Districts.

Thank you.

Zeek

[Quoted text hidden]

--
Zeek Ojeh, CPA, MBA
Assistant Superintendent for
Financial & Auxiliary Services

Cartwright School District
5220 West Indian School Road
Phoenix, AZ 85031
Phone: 623-691-4009
Fax: 623-691-5927
zeek.ojeh@csd83.org

LeeAnn Lawlor <leann.lawlor@csd83.org>
To: Zeek Ojeh <zeek.ojeh@csd83.org>

Fri, Aug 2, 2019 at 7:46 PM

Dear Zeek,

This needs to go to the Board. They make the decisions on how to move forward.

Please put together the information so you can present at the 2nd meeting in August. Our Board can decide how they want to proceed.

Thank you!

LeeAnn

One Team, Una Familia

[Quoted text hidden]

Zeek Ojeh <zeek.ojeh@csd83.org>

Mon, Aug 5, 2019 at 11:11 AM



Dawn Mayfield <dawn.mayfield@csd83.org>

Fwd: 21st Century Communication /Updated Phone System

1 message

Christine Santos <christine.santos@csd83.org>

Sat, Aug 3, 2019 at 7:04 AM

To: Dawn Mayfield <dawn.mayfield@csd83.org>

Cc: Linda Parker <linda.parker@csd83.org>, LeeAnn Lawlor <leeann.lawlor@csd83.org>

Good morning Dawn,

Please make sure Mr. Ojeh is aware of Dr. Aguilar Lawlor request to take the 21st Century Communication /Updated Phone System as a presentation to the Governing Board at the August 22nd board meeting, as well as placing on your list as an action item for board approval.

Christine Santos
Executive Assistant to
The Superintendent & Governing Board
Cartwright School District #83
623-691-5982
christine.santos@csd83.org

E-mail messages from the Cartwright School District, Superintendent's Office and any attachments are **CONFIDENTIAL** and may be privileged. If you are not the intended recipient 1) notify the Cartwright School District Superintendent's Office; 2) do not copy, use or disseminate this message or any attachments; and 3) delete this message and any attachments.

----- Forwarded message -----

From: **LeeAnn Lawlor** <leeann.lawlor@csd83.org>

Date: Fri, Aug 2, 2019 at 8:13 PM

Subject: Fwd: 21st Century Communication /Updated Phone System

To: <linda.parker@csd83.org>, <christine.santos@csd83.org>

Please see that Mr. Ojeh takes this to the Governing Board at the 2nd Meeting in August. Action Item.

Thank you.

LeeAnn

One Team, Una Familia

Begin forwarded message:

From: LeeAnn Lawlor <leeann.lawlor@csd83.org>

Date: August 2, 2019 at 7:46:03 PM MST

To: Zeek Ojeh <zeek.ojeh@csd83.org>

Subject: **Re: 21st Century Communication /Updated Phone System**

Dear Zeek,

This needs to go to the Board. They make the decisions on how to move forward.

Please put together the information so you can present at the 2nd meeting in August. Our Board can decide how they want to proceed.

Thank you!

15

To: LeeAnn Lawlor <leeann.lawlor@csd83.org>

Good Morning LeeAnn,
I am unable to take this request to the board as directed. I have asked for legal opinion and will let you know as soon as possible.

Thank you

[Quoted text hidden]

LeeAnn Lawlor <leeann.lawlor@csd83.org>

Mon, Aug 5, 2019 at 12:25 PM

To: Christine Santos <christine.santos@csd83.org>, Linda Parker <linda.parker@csd83.org>

Cc: Zeek Ojeh <zeek.ojeh@csd83.org>

FYI

[Quoted text hidden]

Linda Parker <linda.parker@csd83.org>

Tue, Aug 6, 2019 at 8:08 PM

To: Dawn Mayfield <dawn.mayfield@csd83.org>

Cc: Christine Santos <christine.santos@csd83.org>, LeeAnn Lawlor <leeann.lawlor@csd83.org>, Zeek Ojeh <zeek.ojeh@csd83.org>

Dear Dawn,

Could you please verify, we are to remove 21st Century Communication /Updated Phone System from the August 22nd Governing Board agenda?

Thank you,

[Quoted text hidden]

--

Linda Parker
Executive Assistant to
Dr. LeeAnn Aguilar Lawlor, Superintendent
& Cartwright Governing Board
Cartwright School District No.83
linda.parker@csd83.org
623.691.4002
Cell:480.392.9503



Cartwright School District No. 83
5220 W. Indian School Road
Phoenix, AZ 85031
623.691.4000
www.csd83.org

EXHIBIT 3

August 7, 2019

Sent Via Email: zeek.ojeh@csd83.org

Zeek Ojeh, CPA, MBA
Assistant Superintendent of Financial Services
Cartwright Elementary School District
5220 W. Indian School Road
Phoenix, AZ 85031

Re: Legal Requirements of Arizona Procurement Laws for School Districts

Dear Mr. Ojeh:

You have asked for an opinion as to whether Cartwright Elementary School District ("Cartwright" or "the District") may lawfully contract for goods with a vendor at a cost in excess of one million dollars without complying with the competitive bidding or competitive proposal requirements of the State Procurement laws set forth in Arizona statutes and/or Procurement Rules adopted by the State Board of Education. For the reasons set forth in this letter, the answer is **absolutely not**.

Specifically, you have asked for a legal opinion regarding whether the District can lawfully contract with a single vendor to provide technological services, including a new phone system, at an estimated cost of approximately \$1.4 million without engaging in Competitive Bidding as required by the State Procurement laws set forth in Arizona statutes and/or Procurement Rules adopted by the State Board of Education. Unless the vendor is an approved vendor by an authorized intergovernmental cooperative, again, the answer is **absolutely not**. Even if the vendor is an approved vendor by an authorized intergovernmental cooperative, the District should still do due diligence to verify that the contract proposal is competitive and in the financial best interests of the District by comparing bids from several approved vendors of an intergovernmental cooperative or comparing bids from vendors from several intergovernmental cooperatives.

As is described in more detail below, the District, its Board Members and its employees will be subject to significant legal consequences, including potential criminal charges and penalties, if there is a failure to abide by Arizona's procurement requirements.

I. **RELEVANT ARIZONA STATUTES**

Enclosed with this letter is a copy of A.R.S. §15-213, with pertinent provisions highlighted for you. Please note that the State Board of Education is empowered and instructed to adopt Procurement Rules "for all school districts in this state...."

Cartwright ESD

August 7, 2019

Page 2

The State Legislature recently instructed the State Board of Education to adopt Rules with some significant teeth to encourage school district administrators, Governing Boards and vendors of goods and services to comply with the state procurement rules. Set forth are the statutory provisions that are most relevant to the question you have posed to us.

A. A.R.S. §15-213(A)(4). The state board shall adopt rules for the procurement by school districts of any materials, services, goods ... that ensure maximum practicable competition ...and shall require that a person (including school administrators and officers):

(a) That contracts for or purchases any materials, services, goods...in a manner contrary to the rules adopted by the state board pursuant to this section is personally liable for the recovery of all public monies paid plus twenty percent of that amount and legal interest from the date of payment and all costs and damages arising out of the violation....

(b) That intentionally or knowingly contracts for or purchases any materials, services, goods...pursuant to a scheme or artifice to avoid the rules adopted by the state board pursuant to this section is guilty of a class 4 felony¹....

[Emphasis added]

B. A.R.S. §15-213(B). After the bids submitted in response to an invitation for bids are opened and the award is made or after the proposals or qualifications are submitted in response to a request for proposals or qualifications and the award is made, the governing board shall make available for public inspection all information, all bids, proposals and qualifications submitted and all findings and other information considered in determining whose bid conforms to the invitation for bids and will be the most advantageous with respect to price, conformity to the specifications and other factors

The rules adopted by the state board shall prohibit the use in connection with procurement of specifications in any way proprietary to one supplier unless the specification includes all of the following:

1. A statement of the reasons why no other specification is practicable.
2. A description of the essential characteristics of the specified product.
3. A statement specifically permitting an acceptable alternative product to be supplied.

C. A.R.S. §15-213(N). A person who supervises or participates in contracts, purchases, payments ... or other financial transactions, or a person who supervises or participates in the planning, recommending, selecting or contracting for materials, services, goods... of a school

¹ Class 4 felony carries a prison sentence between one year and three years and eight months.

1-5

Cartwright ESD

August 7, 2019

Page 3

district...is guilty of a class 6 felony² if the persons solicits, accepts or agrees to accept any personal gift or benefit with a value of three hundred dollars or more from a person or vendor that has secured or has taken steps to secure a contract, purchase, payment ...or financial transaction with the school district....Soliciting, accepting or agreeing to accept any personal gift or benefit with a value of less than three hundred dollars is a class 1 misdemeanor.

Suffice it to say, the Arizona legislature takes procurement and the rules regarding procurement very seriously with significant consequences to violators. No Board Member nor any Administrator in the District wants to be on the wrong side of any of the foregoing statutory violations and following Administrative Rules and Regulations adopted by the State Board of Education.

II. RELEVANT REGULATIONS ADOPTED BY THE STATE BOARD OF EDUCATION AND ARIZONA AUDITOR GENERAL'S OFFICE.

The following is a brief summary of: 1) procurement requirements adopted by the State Board of Education as Procurement Rules and Regulations dealing with the District's purchase of goods and services; and 2) monetary ceilings published by the Arizona Auditor General's Office as the Uniform System of Financial Records for Arizona School Districts (USFR).

NOTE: This letter is not intended to be an in-depth treatise on the Procurement Rules and Regulations. NOTE ALSO: Additional regulations other than the items listed below apply to construction contracts. NOTE FINALLY: the overriding requirement of the governing statutes, rules and regulations is to "ensure maximum practicable competition". ARS 15-213(A)(4). The purpose of that requirement is to ensure the best economic benefit for the District and Arizona taxpayers.

A. Superintendent's Responsibilities.

The Superintendent shall ensure that all aspects of bidding and purchasing procedures conform to federal and state laws, rules and regulations. The Superintendent shall be responsible for all purchasing, contracting, competitive bidding and receiving and processing of all bid protests.

B. Purchases Not Requiring Competitive Bidding.

Let's start this discussion by reviewing the exceptions to the rule; the rule being that competitive bidding or competitive proposals are required. Here are the situations where purchases can be made and contracts entered into without competitive bidding. Even in these situations however, the

² Class 6 felony carries a maximum punishment of two years in prison, three years supervised probation and \$150,000 fine.

Cartwright ESD

August 7, 2019

Page 4

District is required to do due diligence to ensure maximum practicable competition, ARS 15-213(A)(4) with the object of getting the best economic benefit for the District.

- 1) Purchases of less than \$10,000 may be made at the discretion of the Superintendent. Such procurements are not subject to competitive purchasing requirements, however reasonable judgment should be used to ensure the purchases are advantageous to the District. USFR Section VI-G. Expenditures.
- 2) Verbal price quotations will be requested from at least three vendors for transactions of at least \$10,000 but less than \$50,000. The price quotations should be shown on, or attached to, the related requisition form. USFR Section VI-G. Expenditures. Again, procurement personnel at the District are to ensure the purchases are advantageous to the District.
- 3) Written price quotations will be requested from at least three vendors for transactions of at least \$50,000 but not more than \$100,000. The submitted price quotations should be maintained on file in the District office. USFR Section VI-G. Expenditures. Again, procurement personnel at the District are to ensure the purchases are advantageous to the District.
- 4) The District may, without competitive bidding, purchase or contract for any products, materials and services directly from Arizona Industries for the Blind, certified nonprofit agencies that serve individuals with disabilities and Arizona Correctional Industries if the delivery and quality of the goods, materials or service meet the District's reasonable requirements and are advantageous to the District.
- 5) Intergovernmental agreements and contracts between school districts or between the District and other governing bodies as provided in ARS 11-952 are exempt from competitive bidding under the Arizona Procurement Rules. Rule 7-2-1191. Again, procurement personnel at the District are to ensure that the agreement or contract are advantageous to the District. This is typically accomplished by obtaining bids from more than one vendor approved by the public intergovernmental cooperative or from vendors from two or more public intergovernmental cooperatives.
- 6) The District is not required to engage in competitive public bidding to make a decision to participate in insurance programs authorized by ARS 15-382. Again, procurement personnel at the District are to ensure the insurance program and resulting contract are advantageous to the District.
- 7) If a district has evaluated the availability of the required goods or services and determined that there is only one source for those goods or services, then a sole source procurement contract may be awarded without competition. In accordance

Cartwright ESD
August 7, 2019
Page 5

with School District Procurement Rule 7-2-1053, the governing board must determine in writing that there is only one source for the required material, service or product prior to making the purchase. However, this is a hot issue with the State Auditor General's office and designating a vendor as a sole source should be avoided, except when no reasonable alternative exists.

- 8) An emergency condition creating an immediate and serious need for materials, goods or services that cannot be met through normal procurement methods and seriously threatens the functioning of the school district, the preservation or protection of property or the public health, welfare or safety allows a departure from normal procurement requirements. R7-2-1055. Examples of emergency conditions are floods, epidemics, or other natural disasters, riots, fire or equipment failures.

C. Sealed Bids and/or Requests for Proposals Shall be Requested for All Other Purchases of Goods, Materials or Services and Specifically for Purchases of Goods, Materials and/or Services Costing More than One Hundred Thousand Dollars.

The general rule is that competitive bidding or competitive proposals are required for all other purchases of goods, materials or services. This is specifically applicable for purchases of goods, materials and/or services costing more than One Hundred Thousand Dollars.

- 1) For all purchases of goods, materials and/or services costing over \$100,000, the District must participate in competitive bidding or competitive proposals. USFR Section VI-G, Expenditures.
- 2) Most purchases of goods and materials will be procured via competitive sealed bidding. Procurement Rules dealing with competitive sealed bidding are set forth in R7-2-1021 et. seq. and involve 'invitations for bids' from competing vendors. The contract shall be awarded to the lowest responsible bidder whose bid conforms in all material respects to the requirements and evaluation criteria set forth in the invitation for bids. R7-2-1031.
- 3) Some purchases of goods and services will be procured via competitive sealed proposals. Procurement Rules dealing with competitive sealed proposals are set forth in R7-2-1041 et. seq. and involve 'requests for proposals' from competing vendors. The contract shall be awarded to the responsible offeror whose proposal is determined in writing to be most advantageous to the school district based on the factors listed in the request for proposals.

As I understand the circumstances involved in your particular situation, we are talking about a project to contract for technological services including a new phone system for the District with an expected contract amount to be between \$500,000 and \$1.4 million dollars. That contract for goods and/or services clearly falls within the general rule requiring competitive sealed bids or competitive

Cartwright ESD
August 7, 2019
Page 6

proposals. The only exception set forth in Section II(B) above is Section II(B)(5) if the vendor has been approved by some authorized intergovernmental cooperative. Even if that is the case, the District should still do due diligence to make sure the proposed contract is in the financial best interest of the District. On a large procurement like the one described facing the District, this is typically done by obtaining two or more bids from vendors similarly approved by one or more intergovernmental cooperatives.


III. CONCLUSION

For the foregoing reasons, it is my opinion that Cartwright SHOULD use the Competitive Sealed Bidding process following the Administrative Rules at R7-2-1021 et. seq. OR the Competitive Sealed Proposal process following the Administrative Rules at R7-2-1041 et. seq. in procuring a contract in an amount in excess of \$1 million for technological services, including a new phone system for the District. If the District chooses avoid the competitive bidding process by contracting with a vendor approved by an authorized intergovernmental cooperative, the District should still obtain bids from two more such intergovernmental cooperative vendors to do its due diligence to ensure that the contract entered into is in the financial best interest of the District.

Moreover, awarding such a contract to an entity without following the Procurement Rules and Regulations could expose the District to sanctions following an audit by the Auditor General's office and even more significantly, expose the Board Members and Administration Officers to personal civil and conceivably personal criminal liability. In sum, do yourself, the District, the Administration and Governing Board a huge favor by recommending that the Governing Board only contract for the services at issue, in full compliance with the procurement requirements set forth above.

Please do not hesitate to contact me if you have questions or would like additional information. As well, should the Superintendent or Governing Board wish to convene an executive session for legal advice relating to this matter, I will gladly make myself available.

Sincerely,



Roger C. Decker
For the Firm

EXHIBIT 4



CARTWRIGHT SCHOOL DISTRICT NO. 83

5220 W. Indian School Rd. Phoenix, AZ 85031 (623) 691-4000 www.csd83.org

Learning for all. Every child, every school, every day.

"One Team, Una Familia"

Dr. LeeAnn Aguilar-Lawlor
Superintendent

Ms. Ema Muregui
Assistant Superintendent
Educational Services

Dr. Ed Murphy
Assistant Superintendent
Human Resources

Mr. Zeek Ojeh, CPA, MBA
Assistant Superintendent
Financial & Auxiliary Services

Dr. Rebecca M. Osuna
Assistant Superintendent
Administrative Services

September 9, 2019

Hand Delivered

Mr. Zeek Ojeh
5220 W. Indian School Rd
Phoenix, AZ 85031

Re: Notice of Temporary Reassignment to Home with Pay and Benefits

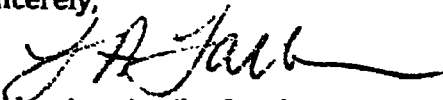
Dear Mr. Ojeh:

The purpose of this letter is to notify you that you are being temporarily reassigned to home with pay and benefits, effective immediately and until further notice, to allow the District the time necessary to investigate concerns relating to your job performance and assignment/reassignment. During your reassignment to home:

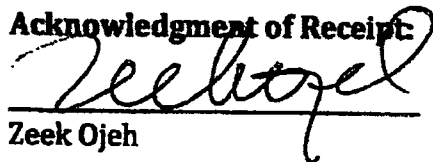
1. You are not to initiate contact with District students, parents or staff during school or working hours. During the period of reassignment, you are encouraged to refrain from speaking with District students, parents or staff regarding District matters outside of working hours as well. Please contact me if you have questions or need assistance of any kind.
2. You are not to be on the premises of any District site/campus or attend events or work at any District or school functions, unless you have the express written permission of the Governing Board to do so. This includes any athletic, club or extracurricular events.
3. You are expected to be available by phone and by email during school/work hours; and
4. The District will hold on to your keys, ID badge and any materials or equipment belonging to the District while you are reassigned to home.

1.5
Please be advised that your temporary reassignment to home with pay and benefits is not a disciplinary action. Please be assured that the District is interested in protecting your rights, maintaining the welfare and safety of all students and staff, and ensuring that appropriate protocol is followed. Thank you for your anticipated cooperation.

Sincerely,


Dr. LeeAnn Aguilar Lawlor
Superintendent

Acknowledgment of Receipt:


Zeek Ojeh

September 9, 2019

C: Superintendent File

EXHIBIT 5

Transaction List

CLAUDIA RAMIREZ

Cash & More I

3443 W. Thomas Rd.
Phoenix, AZ 85017

5/2/2020

Send

MTCN

Other Party

Principal Amt

0211454815

BLANCA LARISA DUARTE RECIO

\$700.00

Total Send 1 \$700.00

5/30/2020

Send

MTCN

Other Party

Principal Amt

0707896379

BLANCA LARISA DUARTE RECIO

\$600.00

Total Send 1 \$600.00

Sub-summary for CLAUDIA RAMIREZ 2 \$1,300.00

LORENZO A AYON MONTIJO

Cash & More I

3443 W. Thomas Rd.
Phoenix, AZ 85017

5/7/2020

Send

MTCN

Other Party

Principal Amt

3802705322

BLANCA LARISA DUARTE RECIO

\$742.00

Total Send 1 \$742.00

5/23/2020

Send

MTCN

Other Party

Principal Amt

9204585910

BLANCA LARISA DUARTE RECIO

\$700.00

Total Send 1 \$700.00

Sub-summary for LORENZO A AYON MONTIJO 2 \$1,442.00

Grand Total 4 \$2,742.00

Transaction List

CESAREO ROMAN SEGURA

Cash & More I

3443 W. Thomas Rd.
Phoenix, AZ 85017

5/4/2020

Send				
<u>MTCN</u>	<u>Other Party</u>			<u>Principal Amt</u>
4589194644	JOSE INDALECIO MEJIA LOPEZ			\$92.00
		Total Send	1	\$92.00

5/11/2020

Send				
<u>MTCN</u>	<u>Other Party</u>			<u>Principal Amt</u>
9281892560	ROSALBA ROMAN CASTRO			\$992.00
		Total Send	1	\$992.00

5/13/2020

Send				
<u>MTCN</u>	<u>Other Party</u>			<u>Principal Amt</u>
6917073440	MA INES ROMAN SEGURA			\$142.00
		Total Send	1	\$142.00

Sub-summary for CESAREO ROMAN SEGURA 3 \$1,226.00

EUFEMIA CASTRO DE ROMAN

Cash & More I

3443 W. Thomas Rd.
Phoenix, AZ 85017

5/4/2020

Send				
<u>MTCN</u>	<u>Other Party</u>			<u>Principal Amt</u>
6587408940	ROSALVA ROMAN CASTRO			\$132.00
		Total Send	1	\$132.00

5/11/2020

Send				
<u>MTCN</u>	<u>Other Party</u>			<u>Principal Amt</u>
6271780561	DAVID ARSE CASTREJON			\$992.00
		Total Send	1	\$992.00

5/12/2020

Send				
<u>MTCN</u>	<u>Other Party</u>			<u>Principal Amt</u>
0883716718	MARIBEL CRUZ BARAJAS			\$692.00

Total Send 1 \$692.00

5/16/2020

Send

MTCN

0193266259

Other Party

SAMUEL ARCE ROMAN

Principal Amt

\$802.00

Total Send 1 \$802.00

Sub-summary for EUFEMIA CASTRO DE ROMAN 4 \$2,618.00

Grand Total 7 \$3,844.00

K.H. HUNNICUTT LAW FIRM
ATTORNEY & COUNSELOR AT LAW

September 30, 2019

VIA Hand Delivery and Electronic Mail

CONFIDENTIAL PERSONNEL INFORMATION

Marissa Hernandez, President
Cartwright Elementary S. D. Governing Board
5220 West Indian School road
Phoenix, Az 85031

Re: Notice of Representation/ Mr. Zeek Ojeh, Assistant Superintendent/ Financial and Auxiliary Services

Dear Board President Hernandez:

The purpose of this correspondence is to provide formal notice of my legal representation of Assistant Superintendent, Zeek Ojeh, in all matters related to his employment with the Cartwright Elementary School District. Mr. Ojeh was "walked" off District property on September 9, 2019, in the presence of other staff and reassigned to home pending an "investigation of concerns relating to your (his) job performance". However, for the past four years of performance evaluations, Mr. Ojeh has received the highest scores possible. The most recent was conducted by the Superintendent on May 24, 2019. Dr. Lawlor's comments pursuant to his performance include: "I am thankful for Mr. Ojeh, his expertise and his dedication to Cartwright are stellar". See attached performance evaluation.

However, when personally handed the "Notice of Temporary Reassignment" to his home, the Superintendent told Mr. Ojeh there was a written "complaint" against him and sent to the "Trust". She also stated the complaint was "sexual in nature". He requested documentation and was denied any documents. Mr. Ojeh and his attorney met with the District's assigned investigator and denies any and all allegations of an intimate relationship with the named complainant. They were personal friends and colleagues at work only. The complainant wanted an intimate relationship outside of work and aggressively pursued such relationship until Mr. Ojeh told her in February 2019 to stop contacting him as to personal matters and that he was not interested in an intimate relationship.

Upon review of the facts as presented to me and review of documents, it appears the "sexual complaint" is pretextual to deflect from Mr. Ojeh's protection of the Board and the District as to directives given to him by the Superintendent and two Board members (Hernandez and Lopez) who stated they had a third board member who wanted Mr. Ojeh to recommend a sole source vender for a new telephone system at over a million and a half dollars without going out to bid. The District had a current telephone system in place and under contract with professional support valid until 2022. He was directed by Superintendent Lawlor to place the item on the August Board agenda for a vote. Mr. Ojeh asked for the Board's attorney's opinion as to this directive and violation of purchasing laws and regulations. The opinion is very clear that such action by the board would violate state law and place the Board and the District as well as its agents in a potential position of purchasing violations. This violation would require a self-report to the Attorney General and the Arizona State Board of Education concerning Governing Board Violations and the District Violation of procurement law. The District

1 | Page

would more than likely be sanctioned for the violation and have significant repercussions. Governing Board members, and in particular those who directed the violation, and clearly violated the open meeting law with a polling of votes as they stated they had 3 votes in support. This violation must be reported to the Attorney General. See attached report from the attorney. **Mr. Ojeh was directed by the Superintendent to give the written report by the attorney to only her and the Board President**. Mr. Ojeh told the Superintendent that **if the President of the Board received the attorney's report of potential purchasing violations of law, then all Board members must receive a copy.** The Superintendent then directed Mr. Ojeh to give the attorney's report to only her. Within a month after this incident, Mr. Ojeh was sent home and told there was a complaint against him of **"SEXUAL IN NATURE"**. In the 40 year work history of Mr. Ojeh, he has never been accused of impropriety and one might conclude the **"investigation"** of a complaint that was **"sexual"** in nature **"is retaliatory for not following the Superintendent's directive to place the action item to vote on the August Board agenda for the sole source vendor's one and a half million dollar contract without going out for bid"**. Such action by the Superintendent violates Arizona's whistleblower's statute (A.R.S. 23-1501, The Arizona Employment Protection Act) and the statute's intent to protect employees who try to prevent violations of Arizona law. See attachment for the timeline showing the Superintendent's retaliatory actions in proximity to Mr. Ojeh's not following the Superintendent's directive to violate purchasing policies.

Mr. Ojeh has also identified other serious violations including employment of relatives by the Superintendent, exercising raises for friends (\$20,000 to \$40,000+) and not providing raises to similarly situated employees , misuse of public funds for travel, giving a \$50,000 yearly payment to a vendor (without competitive bidding) who gave the Superintendent an **"Educator of the Year"** award.

Finally, Mr. Ojeh has prepared a complaint to the Office of the Attorney General and the Auditor's General Office concerning the above and other violations of purchasing policies. He has discussed most these issues with the Superintendent and as a result of not following her directives there is no doubt she is attempting to force his resignation or find pre-textual cause (complaint of a sexual nature) to terminate him and deprive him the benefits of his contract of employment through June 30, 2020. The complaint of **"a sexual nature"** came from the Superintendent's close personal friend (Superintendent created a new job position in HR for the complainant) and who managed a current board member's political campaign for her Board seat. The complainant is also a personal friend of two board members.

Mr. Ojeh has been a loyal and dedicated employee for eight years and is giving notice that he will not seek renewal of his employment contract beyond June 30, 2020. Mr. Ojeh's employment contract states he shall **"act in accordance with applicable State and Federal laws, policies, and administrative regulations and procedures"**. He has identified numerous violations by the Superintendent including: violations of state law and regulations in purchasing, gift of the taxpayers'/public funds, misuse of district funds for professional development, travel, and significant pay differential for the Superintendent's close friends, and hiring of relatives.

Mr. Ojeh will avail himself of all legal rights to protect his good name, his personal and professional reputation, his integrity and will do what he needs to do to protect the District as well as do what is in the best interest of the District's students and staff.

Please provide me the name of the law firm representing the Board in this matter. I am hopeful these issues can be resolved amicably and the Parties can go their separate ways.

Yours Very Truly,



Kay Hartwell Hunnicutt, Ph.D., J.D.

Cc: Board Members: Rosa Cantu; Marissa Hernandez, President; Denise Garcia, Vice President ; Lydia Hernandez and Pedro Lopez

Attachments:

- Performance Evaluation and Reassignment to Home Letter of Mr. Ojeh
- Polling Violation by Three Board Members
- Timeline of Events Leading to the Reassignment to Home of Mr. Ojeh
- Attorney Report provided to Superintendent of Purchasing Violation and Sexual Harassment Complaint Investigator Scope of Investigation
- AG Manual, Chapter 7, Open Meeting Law
- Attorney Report of Purchasing Violation

EXHIBIT 6

STATEMENT OF ZEEK OJEH

October 14, 2019

To: Jamie Mayrose, Attorney
From: Zeek Ojeh
Re: Statement As To Claim of Sexual Harassment

I am submitting this statement to you in response to the claim and allegation that I may have sexually harassed Ms. Michelle Robertson, a former friend and colleague. I fully deny that I sexually harassed Ms. Robertson either verbally or physically in any way. I am aware of policy ACA and deny any infraction of this policy. It is my intention to defend my character from these false charges. It is my belief that Ms. Robertson and I had a close personal and professional relationship from 2017 to February 2019. We had a friendship outside of work that constituted two single consenting adults mutually verbally flirting. The relationship never became physical. I do not believe that the district has the right to interfere with personal relationships. This was a personal matter that I wish she and I would have gone to a counselor for guidance.

Ms. Robertson and I have known each other for around 5 years (3 years as acquaintances and 2 as friends and colleagues). I considered her a dear friend and contemplated a romantic relationship with her. I was never her supervisor or evaluator. We served on voluntary committees both in the community and at work. The relationship changed when she initiated a closer personal relationship (April 24, 2017, text states she had a romantic interest). During the 2017 year, we, as consenting adults had multiple text messages. Some of which were flirtatious. This relationship was a roller coaster. More specifically, I was open to having a relationship grow over a long period of time -- 3 to 4 years. Ms. Robertson became more and more aggressive pushing a physical relationship. I would withdraw and it seemed to calm the conversations then it would escalate with her request. I accept and acknowledge that I was unsure if I wanted or didn't want a personal relationship. There were months when she was so aggressive that I did not respond to her texts and finally ended the personal relationship in February 2019.

After the interview with you, I thought back to a warning I had received from my mentor, Fred Warren, an experienced administrator and University trained mediator with a law degree, (Attachment: 1). He had warned me to be careful because he believed that this could be a set up. I told him "no way, we are friends". However, I recalled that I had started a file saving some of the texts in case he was right. After our interview, Dr. Hunnicutt urged me to go back check my phone, seek for any files on any older device or paper file that might have any documents related to the relationship with Ms. Robertson, including cards and notes. After my recent trip, I found some texts I had copied and filed away and gave them to my attorney.

In the beginning of 2017, I recall a friendship. I was a confidant for her especially during the stress of running for office. She would talk to me about legislative changes, family and people we both knew from work. Our continued texts became personal and flirtatious. I was flattered by her attention

and occasional text messages. As consenting single adults there were, occasionally text messages that were sexually flirtatious between us. However, the relationship never became physical. Ms. Robertson was still dating other men and the texts seemed harmless. I believed I was not the only man she was flirting with and on occasions she mentioned she decided not to see someone because of our developing friendship. I never asked her to stop dating other men nor did I believe she was exclusive at that point (Attachment: 2). She texted me regularly, but as time passed, they became more frequent and aggressive. She would ask for a real kiss. Express her desire to have a romantic relationship. She asked me if I had had sex since my divorce six years earlier (Attachment: 3). I told her I had not. I engaged in the flirtation at first as I was flattered after not dating for 6 years but the texts began to bother me because she was increasingly aggressive in her messages. I never initiated the texts and I often did not reply to hers.

In the summer of 2017, her intentions became more aggressive and I became reluctant to take our friendship to the next level. She sent texts from the beach during her summer vacation. She had texted that she wanted me in bed and to have sex. June 9, 2017 she sent, "I wanted to hug you, too, but to be honest all day I have thought about more than hugs and kisses with you...Hope that's not over the line or being to(sic) forward." She texted that she wanted me to meet her parents and her daughters. She shared that her family knew I was a friend and how she liked me including that her mother knew about our friendship (Attachment: 4). That summer we both wanted to move the relationship forward. During the fall of 2017, I would pull away to give space to slow down the escalating aggressive texts. In a September 12, 2017, text she writes, "Hi hope all is well...not sure what happened or why but I genuinely thought we were friends...know I always wish you hut (sic) best. In a November 2017, she writes, "Is everything between you and I as friends good???" In January 2018, she sent me texts with information from the CEA and rumors that were being spread. She began texting again about work and the political campaigns then it changed back to the personal flirtatious conversations. I reiterated the need to slow things down. I thought she understood I needed to take time to know her and decide if this was what I wanted. We had many texts that talked about why we would not hug at work or in any school related meetings. We did not want anyone to misinterpret the relationship or start rumors that would damage our careers. She agreed although expressed that she did not care if others knew (Attachment: 5).

In 2018, it became painfully clear that Ms. Robertson wanted an "exclusive" relationship with me and became increasingly more sexually aggressive to the extent she wanted to be my "wife" (Attachment: 6). The texts and phone calls from her continued to increase to four or five daily at night and over the weekends. The personal relationship became uncomfortable to me and exceeded what I considered acceptable bounds of a personal friendship. In April 2018, she sent me two packages for my birthday. I never opened the packages and they are in my garage to this day unopened. I felt obligated to reciprocate with a card and gift card for her birthday. Additionally, in May of 2018, she wanted me to come to her home for her birthday (May 31). She states in her text "Only 2 nights until the night of our first kiss...after years of waiting and months of anticipation..." (Attachment: 7, May 29, 2018, 6:02 PM). I never went to her house because at this point, I realized we wanted different things. It was safe to communicate in texts but I did not want a physical relationship. She had made me uncomfortable and I had no desire to take this relationship to a physical level. On May 31, 2018, at 9 pm she texted me ***"I hope you know I am not mad....I would hope you felt you could tell me you changed your mind about seeing me and things with us. I am sad and hurt to realize as obviously my feelings and desires are***

different than yours but I love you so there is no way I could be angry with you and how you feel matters as much as how I feel...Zeek I am sorry if yesterday or any other time placed you in an awkward position where you felt pressured to reciprocate...I feel so foolish for confessing how in love with you I am and how silly I must seem to you not only yesterday but over the months...Please know I would never act spiteful because you didn't feel (or) want the same thing etc. I do believe you care about me as a friend and I understand things change and I would never do anything to disrespect or hurt you Zeek. I am embarrassed and broken-hearted but I do care so very much about you genuinely. I hope to hear from you soon." (Attachment: 8). Ms. Robertson knew I was not desiring for the relationship to move forward. She acknowledges this in many texts over the following 6 month period. She continued to text me 3 to 5 times a day and following the February 2019 conversation she would call and cry. Prior to February 2019 and over the two year period, she sent me many pictures of her family as well as her friends, including pictures of her in a bathing suit, on the beach in San Diego (revealing her breasts) She would send pictures of her new nails, haircuts and colors seeking my opinion and approval. As a friend, I was always respectful and complementary to her physical changes. She had asked to see a picture of my daughter and I sent her approximately five family pictures all in one incident, including the picture of my daughter with me while in London.

While I have known Ms. Robertson for several years and the personal communication was in the evening and on weekends, I told her following her birthday in May 2018 and then multiple times during the next six months that I did not want to move forward. In February 2019, I told her that I no longer would respond to her increasingly sexual related efforts to see me on a personal basis and I would not continue to respond to her emails or text messages. Also February 22, 2019, she demanded a phone conversation and demanded I call her (Attachment: 9). It became clear to me in the investigation that she had recorded this conversation. She made false statements and I was shocked. Hearing these on the recording brought back memories of how aggressive she had become and how uncomfortable I was.

On numerous occasions during the past two years, Ms. Robertson asked me to meet her outside of work to have drinks, dinner, come to her house or she could come to my house. This never happened. In March 2018, she told me by text message that she wanted to "feel me in her mouth" (Attachment: 10). I was pulling away in April and March as she escalated her expectations for us to spend her birthday night together May 31, 2018. In June 2018, at the Calvary Church, following an override meeting, I was saying goodbye when she followed me to the parking lot, she gave me the normal hug. When I hugged her and went to kiss her on the cheek, she turned and tried to kiss me on the lips. I was shocked as I thought she knew I did not want a physical relationship. I withdrew from her and she reached out to touch me on the groin, apparently to see if I had a physical reaction to her kiss. I never placed her hand on my groin at any time. In fact, I was offended.

At work, Ms. Robertson came to my office often unexpectedly and without notice. Finally, in February 2018, as I was trying to withdraw and place boundaries at work on the relationship, I told her she had to make an appointment with my assistant before coming to my office. She was very upset about the boundaries.

What do I remember about any physical touches? These are the times when Ms. Robertson touched me. I recall on one occasion in January 2017, she came to my office to show me her new tattoo on her arm. I believe Mr. West, a witness, was present; it was in her mind that she thought the touch was more than intended. She sent text messages talking about how it made her feel (Attachment: 11).

Whenever she was near me, she hugged me. I hugged her back. Again in 2018, off campus following the override meeting she tried to touch me. She attempted to kiss me on the mouth. She placed her hand on my groin (clothed) and I moved away. It never happened again. Other than the kiss on the cheek, I never touched her beyond a pat on the shoulder, shake her hand or return her hugs.

In my culture it is normal for me to greet people I know with a hug. In addition, saying "I love you" is part of friendship greetings. It is saying "I care about your wellbeing". Even Ms. Robertson uses it when she refers in a text that John Gomez loves me. Back home in Nigeria, it would be normal to have two heterosexual men walk down a street holding hands. It is not interpreted as perverted is rather it is seen as a kinship. When I came to work in the U.S., I learned about personal space. When someone states they are uncomfortable with a hug, I do not hug them or pat them on the shoulder. When co-worker, Shelly Jaismer, said "don't touch me" at the meeting next door to my office, where I patted each person on the shoulder as I shook their hand and thanked them for their time to serve on a District committee, I withdrew and apologized immediately. Ms. Jaismer accepted my apology. At no time did Ms. Robertson say not to greet her with a pat on the shoulder or return her hug.

Clearly, the evidence will show I have never been disrespectful to women in the workplace. In her position as a TOSA in Human Resources and as the former President of the Cartwright Teachers' Association, we attended numerous committee meetings at the same time. Ms. Robertson would share information from her union meetings and try to provide insight from her side of negotiations. I never encouraged her to provide this information. She would use our friendship to try and persuade me to help the negotiations for the teachers and classified staff (Attachment: 12). As fair and partial treatment or flirtation during any meetings at work or community meetings outside the District, I never crossed any professional boundaries. At no time did I ever attempt to touch her leg "under the table" or "touch her hand". There were social gatherings outside of work. The only after work social event in which we were both present was at Mr. Lopez's house, an event he had as President of the Governing Board. At that event she again was the aggressor, she asked me to dance and I declined saying I did not know how. Did we as two single adults engage in playful text messages to each other outside of work? I would say yes, on occasions, particularly early on in the friendship until she became too aggressive. Some of her texts were of a sexual nature. I never initiated these texts. She talked about breast enlargement, losing weight, dying her hair blond, the color of her fingernails, and talked about wanting to touch me (which as a single divorced male) I found somewhat flattering. She sent multiple pictures of her breasts in her swimsuit, bras etc. (Attachment: 13). I never initiated these personal texts and in 2018 I made it clear I was not interested in continuing a personal relationship (Attachment 14). In February 2019, She insisted I call her. I now know it was to record our conversation.

To reiterate, in February 2019, I told her I was not interested in her in a sexual way and only as friends. She cried. I told her I could not continue, and she should not continue the texts to me of a personal nature and that I would not have an "exclusive relationship" with her as she wanted, and I would not have her as a wife. I have been celibate since my divorce six years ago as dictated by my personal belief and my church. She knew this as well. When she requested the call and not text in February, I complied to help her realize it was over and I cared for her as a friend. It was not a new message as I was clear starting in May 2018. After this investigation, it is clear to me, she wanted to tape a one-sided conversation. Even her voice was overly loud and strident, not the friend I had known but the angry obsessed woman she had become. I was shocked when she called and not thinking clearly. I have never heard her voice sound so hateful and spiteful.

It is my belief she became obsessed with me. Even though there was no personal relationship of physical sex, dating, meeting after work or the promise of a future. It is my belief she went beyond the bounds of friendship or collegiality by her aggressive actions toward me. I, again, deny any allegation by Ms. Robertson that I initiated any contact with her with the exception of February 2019 telling her by telephone that the text messages must stop and my only interest in the future was based on friendship only--and at no time did I initiate or show that our friendship as two single adults would ever be more than that of a "friendship only" and due to her wanting to be my wife and have a sexual relationship of any physical nature would never happen. It increasingly became obvious Ms. Robertson was lonely and seeking a relationship I could not reciprocate. As a result of my ending the personal relationship she is angry and apparently feels rejected to the extent as to file false claims against me.

I never brought this to a supervisor's attention because it was not an employment issue. We were two adults carrying on flirtation. She had also indicated in many texts that she understood if I did not want to reciprocate. She said we could be friends and I thought we were until the February phone call.

August 23, 2018, Ms. Robertson texted me to discuss the Superintendent (2 Attachments: 15). She proceeded to tell me that the superintendent had tapped the phones of the cabinet members. She believed LeAnn was paranoid and looking for ways to get rid of members. Finally, I believe the timeline (Attached) shows the close proximity of my being sent home from work pending their investigation and my informing the Superintendent I could not follow her directions to violate Arizona law.

I am available to meet you, the investigator. My attorney and I are available next week to meet with you to answer any further questions and to conclude my response to your questions regarding the investigation. I have included an Affidavit from Dr. Chavez regarding his observations of my professional conduct over an eight year period until his recent retirement in February 2019 (Attachment: 16). I have also included a timeline which I believe shows the proximity of my assignment to home for alleged conduct of a "sexual nature" and my refusal to move forward with an illegal purchase as directed by the superintendent (Attachment: 17).

ATTACHMENT 2: May 2017: Wants to Date

79%

+1 (623) 340-7292

I am talking about you and I personally

You can't make me wait that long

You've been teasing me for years!!

I think of you all the time and have actually on once occasion stopped dating someone because of my feelings towards you

True story

Not meant as pressure just sharing

I really do like you

Something about you pulls at my heart

We should be dating

Are you attracted in that way to me?

And is my daughter dating

rip



ATTACHMENT 3: May 2017: Asked if Zeek had sex in 6 years



ATTACHMENT 4: June 2017: Family knew her feelings



ATTACHMENT 5: Work Concerns

62%

+1.623.140.7292

How are you feeling

[Redacted]

Me?

You are far too kind I was a mess today

[Redacted]

I understand and I know we have to be careful about work I would never do anything ever that would put you in a situation that would reflect poorly on your position and responsibilities

But if I hug other people how could you not hug me

I will be honest working with you and feeling the way I do about you is very very hard

I actually frequently contemplate the fact that maybe I should leave the district

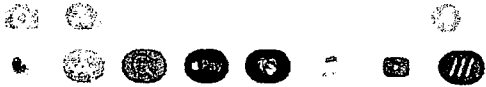
[Redacted]

I don't want to make it hard on you and I don't want to make you uncomfortable

[Redacted]

Please don't what

?



ATTACHMENT 6: August 26, 2018: Want to be his wife

27%

+1 (623) 340-7292

I was thinking yesterday and today about how at the meeting you insisted we pray and hold hands.... I can't express how moved I was by that... I wish there comes a day you hold my hands and we pray together often... I think a man should lead those around him spiritually... I also had to laugh when she asked if you have a wife because I was thinking "no, but I know someone who wants to apply for the position" lol... I hope you had a restful weekend and were able to do something you enjoy. I had Ava Saturday until 2 and then got my eyebrows microbladed which took longer than anticipated and I go back in October to have her do the final touch up and color... you'll notice tomorrow it's still red and raw lol....then I worked until about 1am. Had Ava all day and she and her mom just left.... now winding down and getting my stuff out for tomorrow.

Hope you're having a good day! 🍷❤️



ATTACHMENT 7: May 29, 2018: Anticipate First Kiss

38%

+1-623-340-7292

You deserve
the gift
of your own
kindness.

Happy Tuesday!

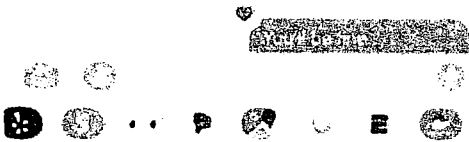
Only 2 nights until the night of our first kiss... after years of waiting and months of anticipation I am so happy and relieved it's so close!! Hope you has a wonderful day! A&F

Please don't share but 95% sure I will not be running again. Made decision this weekend.

Actually 98%

I just ate and my breath is horrible so sorry I want to kiss you correctly

They aren't saying it's cancer yet



ATTACHMENT 8: May 31, 2018: Text Birthday Zeek no show

(Two Part)

36%

+1 (623) 343-7292

thank you again... not only for the card
and the gift card
, but most importantly for you! I can't
wait to see you tomorrow and us be able
to be relaxed not worrying about
stealing a moment but actually being
able to enjoy the moment with you
sweet dreams my love! ♥



Can we talk please...

I hope you know I am not mad... I would
have hoped you felt you could tell me
you changed your mind about seeing
me and things with us. I am sad and hurt
to realize as obviously my feelings and
desires are different than yours but
again I love you so there is no way I
could be angry with you and how you
feel matters as much as how i feel....
Zeek I am sorry if yesterday or any other



+1 (623) 240-7702

feel matters as much as how i feel....
Zeek I am sorry if yesterday or any other
time I placed you in an awkward position
where you felt pressured to
reciprocate... i feel so foolish for
confessing how in love with you I am
and how silly I must have seemed to you
not only yesterday but over the
months.... Please know I would never
ever act spiteful because you didn't
want the same thing etc. i do believe
you care about me as a friend and I
understand things change and I would
never do anything to disrespect or hurt
you Zeek. I am embarrassed and
broken-hearted but I do care so very
much about you genuinely. I hope to
hear from you.

**sweet dreams,
sleep tight.**

**I LOVE YOU,
good night.**

Good morning... I have a doctors
appointment this morning ... could we
please talk later today? Hope you were
able to sleep in and get some rest.



ATTACHMENT 9: February 2019: Request to talk phone – conversation taped



+1 (623) 340-7292

This is serious. I'd like to provide an opportunity for you to address and clear things up. You can call tonight or tomorrow.

[REDACTED]

Hi

[REDACTED]

Not text Zeek... talk

[REDACTED]

Yes but are you?

[REDACTED]

ATTACHMENT 11: Text Message January 2018: Touch Arm Tattoo

7 88% ■

-1 1073: 340-7292

I just miss you

The other day when we were in your office and you grabbed my arm to look at my tattoos you touching my skin literally made me have to catch my breath

I thought I was going to die you literally took my breath away

Me too

I wish you were hugging me now

I would love to be able to just sit next to you and hold your hand and cuddle up next to you

Brandon knows I'm a hugger he would not think anything of it

But I love the feeling you touch my skin

But I got the feeling you weren't approving of my tattoos

Lol



ATTACHMENT 12: Text Message February 2018: Sharing CEA Information

59%

623-346-7292

Did you read what I wrote you didn't answer my questions lol

If you seriously want me to stop those things all you need to do is tell me that you seriously do and I will but I need to know that if I do there's truly a future with us

I love John and Steve there two of my closest friends



Can we talk on the phone tonight?

Okay have more info a group of employees at B&O have asked for Advocacy regarding concerns I shared before from the email I talked with you about.... Iris will fill me in more later and I will share what I can Zeek I am trusting you here as I am crossing a huge line and what I am sharing with you is a massive conflict of interest as I should be telling you knowing! However, I believe that when we love someone or they are family that person come before anything else and you are more important to me than CEA... plus it's important to always have each other's back and for us to know no matter what the other is loyal. So I need you to just be aware and whoever is doing side work for you needs to learn to his mouth shut!

This time they sent the helm dock



ATTACHMENT 13: March 9, 2018: Breasts

48%



4162313407292



What's left of my lines think the dark lighting makes it look more lol

Oh well but there you go

Have to take one not in the dark lol

<https://www.12news.com/story/news/education/2018/03/08/arkana-state-university/75-52783508>

I took another picture it's the lighting lol
👉 wish I looked dark lol

Was in my closet because the cleaning ladies are here

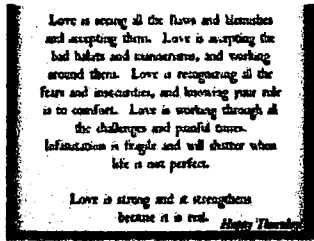


ATTACHMENT 14: July 26, 2018: Acknowledges Relationship Over

+1 (523) 540-7292

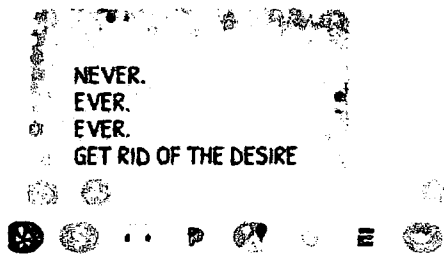
Hope all is well and you've had a good summer. I keep you in prayers and although youve made it clear you no longer desire anything romantic with me ...I hope we will remain friendly and know I still love you now and always. Cut my hair off so don't be too shocked when you see me Tuesday.





Heard a rumor that dr.lawlor has aske someone to run a program that allows her to see people's (executive team included) text and searches on their work phone ... maybe you know this but heard it from one source and the inquired about it with someone and received confirmation they were aware she was seeking the ability to do so a while ago. Not saying it's true just saying this is what has been brought to my attention

Obviously I am not doing anything with what I heard other than sharing it with you .



Message from [Name] (10:00 AM)

Ok

Please

I have missed you

I want to tell you more about Leeann and what I was sharing



EXHIBIT 7



CARTWRIGHT SCHOOL DISTRICT NO. 83

5220 W. Indian School Rd. Phoenix, AZ 85031 (623) 691-4000 www.csd83.org

Learning for all. Every child, every school, every day.

"One Team, Una Familia!"

Dr. LeeAnn Aguilar-Lawlor
Superintendent

Ms. Ema Jáuregui
Assistant Superintendent
Educational Services

Dr. Ed Murphy
Assistant Superintendent
Human Resources

Mr. Zeek Ojeh, CPA, MBA
Assistant Superintendent
Financial & Auxiliary Services

Dr. Rebecca M. Osuna
Assistant Superintendent
Administrative Services

November 22, 2019

Certified Mail

Mr. Zeek Ojeh
1122 E. Calle Monte Vista
Tempe, AZ 85284

377 E. Alvarado
Phoenix, AZ 85004

Re: Notice of Extension of the Reassignment to Home Duty with Pay and Benefits for the Remainder of the 2019-2020 District Fiscal Year

Dear Mr. Ojeh:

The purpose of this letter is to notify you that pursuant to the authority granted by the Governing Board to the Superintendent outlined in District Policy CBA your reassignment to home duty with pay and benefits outlined in the September 9, 2019 letter hand delivered to you is hereby extended for the remainder of the 2019-2020 District Fiscal Year. Please note the following modifications to the duties assigned to you during your reassignment to home duty outlined below:

1. You are not to initiate contact with District students, parents or staff during school or working hours without advance permission from the Superintendent or the Governing Board. Please contact the Superintendent by email directed to leeann.lawlor@csd83.org if you have questions or need assistance of any kind.
2. You are not to be on the premises of any District site/campus or attend events or work at any District or school functions, unless you have the express written permission of the Superintendent or the Governing Board to do so. This includes any athletic, club or extracurricular events.
3. You are hereby directed to email Dr. LeeAnn Aguilar Lawlor, leeann.lawlor@csd83.org, Linda Parker, lindaparker@csd83.org, and Christine Santos, christine.santos@csd83.org by 7:30 a.m. on each regularly scheduled District work day (which is defined to include any day on which the District Office is open for business and for which you are not on any form of properly requested and approved leave) to obtain and confirm your daily work assignment. The details of each daily work assignment, including a timeline for completion of the assigned work, will be

provided to you in response to the email required by this paragraph by the Superintendent.

4. You are hereby directed to email Dr. LeeAnn Aguilar Lawlor, leeann.lawlor@csd83.org, Linda Parker, lindaparker@csd83.org and Christine Santos, christine.santos@csd83.org by 4:00 p.m. on each regularly scheduled District work day (which is defined to include any day on which the District Office is open for business and for which you are not on any form of properly requested and approved leave) to obtain and confirm your completion of the daily work assignment referenced in Paragraph 3 above.
5. The District will hold on to your keys, ID badge and any materials or equipment belonging to the District while you are reassigned to home. Any requests for materials or equipment necessitated by your then current daily work assignment shall be submitted to the Superintendent by an email addressed to leeann.lawlor@csd83.org. Decisions regarding such material or equipment requests shall be made in the sole discretion of the Superintendent and are not subject to challenge.
6. You are hereby directed to submit any requests for leave, including advance requests for sick leave, vacation leave, bereavement leave, or any other form of leave to the Superintendent in an email addressed to Dr. LeeAnn Aguilar Lawlor, leeann.lawlor@csd83.org, Linda Parker, lindaparker@csd83.org and Christine Santos, christine.santos@csd83.org . All leave requests will be processed within the bounds of applicable law, regulation, and District policy.

Please be advised that your reassignment to home with pay and benefits is not a disciplinary action. Please be assured that the District is interested in protecting your rights, maintaining the welfare and safety of all students and staff, and ensuring that appropriate protocol is followed. Please note that any failure to abide by the directives outlined in this letter may subject you to employee discipline, up to and including termination. Thank you for your anticipated cooperation.

Sincerely,



Dr. LeeAnn Aguilar Lawlor
Superintendent

EXHIBIT 8

From: Kay Hunnicutt <kh@khunnicuttlaw.com>
Sent: Monday, December 9, 2019 7:56 AM
To: Anthony Contente-Cuomo <acc@simsmackin.com>; Anthony Contente-Cuomo <acc@simsmackin.com>
Cc: 'Kay Hunnicutt' <kh@khunnicuttlaw.com>
Subject: ZO Reassignment

Second Attempt to Contact

Anthony,

If you are no longer representing the school district please let me know.

Kay

E-mail: acc@simsmackin.com

December 4, 2019

Dear Anthony Contempe-Cuommo,

Yesterday, Zeek Ojeh, my client, received a certified letter (attached) dated November 22, 2019. In order to be in compliance and communicate with the request of Superintendent Lawlor, we need the following issues to be addressed:

1. Request email be reinstated, or a new email be established for the communication with the superintendent. As you are aware these are public documents and my client will not use a personal email to communicate with the superintendent.
2. He has his district laptop and he will need appropriate remote internet access to the district.
3. He will need equipment (printer with scanning) to complete the work.

The equipment requested is basic to the normal function of work. My client has his district cell phone if the superintendent needs to speak with him. However, we would prefer communication be conducted through email so that there is no miscommunication. We anticipate that without this equipment work will require hard copies to be couriered to and from the district since my client is not to be on campus.

This letter should not be interpreted as agreeing with this retaliation and reassignment to home.

Sincerely,

Kay Hartwell Hunnicutt

4807769872

NOTICE: This e-mail may contain confidential and privileged material for the sole use of the intended recipient. Any review or distribution by others is strictly prohibited. If you are not the intended recipient, please contact the sender and



Zeek Ojeh <zeek.ojeh@gmail.com>

Fwd: RE: ZO Reassignment

Kay Hunnicutt <khh@khunnicuttlaw.com>
To: Zeek Ojeh <zeek.ojeh@gmail.com>

Tue, Dec 10, 12:13 PM

Sent from my Verizon Samsung Galaxy smartphone.

----- Original message -----

From: Anthony Contente-Cuomo <acc@simsmackin.com>
Date: 12/10/19 8:53 AM (GMT-07:00)
To: 'Kay Hunnicutt' <khh@khunnicuttlaw.com>
Subject: RE: ZO Reassignment

Ms. Hunnicutt,

Our firm remains engaged by the District for representation on this matter. Please be advised that the terms and conditions of your client's assignment remain unaltered. Please direct your client to forward all future concerns with the details of his assignment and/or requests for email access, equipment, or any other work task related need directly to the Superintendent.

Please be advised that our firm has not granted you permission to contact our client (the District) directly.

Once the District determines the scope of Mr. Ojeh's next assigned work task, a decision will be communicated directly to him by the District with regards to relevant details.

Thank you,

Anthony W. Contente-Cuomo

SIMS MACKIN LTD.

3101 North Central Ave., Suite 870

Phoenix AZ 85012

Ph: 602-772-5523

Fax: 602-772-5509

www.simsmackin.com

*I couldn't email the District because they have cancelled my email and I will not use my personal email address. They specifically requested I email them
-zeek ojeh*

The information contained in this email may be confidential and subject to a legal privilege. If you are not the intended recipient, please do not read, use or disseminate any information contained herein. Please immediately notify the sender if you have received this email in error.

EXHIBIT 9



CARTWRIGHT SCHOOL DISTRICT NO. 83

5220 W Indian School Rd

Phoenix, AZ 85031

(623) 691-4000

www.csd83.org

Learning for all. Every child, every school, every day.

One Team, Una Familia!

Dr. LeeAnn Aguilar-Lawlor
Superintendent

Ms. Ema Jáuregui
Assistant Superintendent
Educational Services

Dr. Ed Murphy
Assistant Superintendent
Human Resources

Dr. Rebecca M. Osuna
Assistant Superintendent
Administrative Services

Dr. Cecilia M. Sanchez
Assistant Superintendent
District Operations

M. Victoria Farrar, MBA
Chief Financial Officer

February 21, 2020

SENT VIA CERTIFIED AND REGULAR U.S. MAIL

Mr. Zeek Ojeh
377 E. Alvarado
Phoenix, AZ 85004

Dear Mr. Ojeh,

In accommodation of your stated request to not seek renewal of your District employment for the 2020-2021 District year as outlined in the written communication submitted on your behalf by your legal representative and hand-delivered to the Cartwright Elementary School District dated September 30, 2019, please allow this notice to serve as your personal Notice of Non-Renewal per ARS 15-503(E) by the statutory deadline of April 15, 2020 within ARS 15-503(D).

For your convenience, please find attached to this letter a copy of the September 30, 2019 communication from your legal counsel referenced above. You will note the pertinent section can be found on page two of the attached letter and provides, "Mr. Ojeh has been a loyal and dedicated employee for eight years and is giving notice that he will not seek renewal of his employment contract beyond June 30, 2020."

At the Governing Board Meeting on February 13, 2020, the Cartwright Elementary School District voted to non-renew your administrative employment for the 2020-2021 school year. Your last date of employment will be June 30, 2020.

Should you have questions, please feel free to contact me

Sincerely,

Edward Murphy, Ed.D.
Assistant Superintendent
Human Resources

K.H. HUNNICUTT LAW FIRM
ATTORNEY & COUNSELOR AT LAW

September 30, 2019

VIA Hand Delivery

CONFIDENTIAL PERSONNEL INFORMATION

Marissa Hernandez, President
Cartwright Elementary S. D. Governing Board
5220 West Indian School road
Phoenix, Az 85031

Re: Notice of Representation/ Mr. Zeek Ojeh, Assistant Superintendent/ Financial and Auxiliary Services

Dear Board President Hernandez:

The purpose of this correspondence is to provide formal notice of my legal representation of Assistant Superintendent, Zeek Ojeh, in all matters related to his employment with the Cartwright Elementary School District. Mr. Ojeh was "walked" off District property on September 9, 2019, in the presence of other staff and reassigned to home pending an "investigation of concerns relating to your (his) job performance". However, for the past four years of performance evaluations, Mr. Ojeh has received the highest scores possible. The most recent was conducted by the Superintendent on May 24, 2019. Dr. Lawlor's comments pursuant to his performance include: "I am thankful for Mr. Ojeh, his expertise and his dedication to Cartwright are stellar". See attached performance evaluation.

However, when personally handed the "Notice of Temporary Reassignment" to his home, the Superintendent told Mr. Ojeh there was a written "complaint" against him and sent to the "Trust". She also stated the complaint was "sexual in nature". He requested documentation and was denied any documents. Mr. Ojeh and his attorney met with the District's assigned investigator and denies any and all allegations of an intimate relationship with the named complainant. They were personal friends and colleagues at work only. The complainant wanted an intimate relationship outside of work and aggressively pursued such relationship until Mr. Ojeh told her in February 2019 to stop contacting him as to personal matters and that he was not interested in an intimate relationship.

Upon review of the facts as presented to me and review of documents, it appears the "sexual complaint" is pretextual to deflect from Mr. Ojeh's protection of the Board and the District as to directives given to him by the Superintendent and two Board members (President Hernandez and Member Lopez) who stated they had a third board member who wanted Mr. Ojeh to recommend a sole source vender for a new telephone system at over a million and a half dollars without going out to bid. The District had a current telephone system in place and under contract with professional support valid until 2022. He was directed by Superintendent Lawlor to place the item on the August Board agenda for a vote. Mr. Ojeh asked for the Board's attorney's opinion as to this directive and violation of purchasing laws and regulations. The opinion is very clear that such action by the board would violate state law and place the Board and the District as well as its agents in a potential position of purchasing violations. This violation would require a self-report to the Attorney General and the Arizona State Board of Education concerning Governing Board Violations and the District Violation of procurement law. The District

1 | Page

would more than likely be sanctioned for the violation and have significant repercussions. Governing Board members, and in particular those individuals who directed the violation, clearly violated the open meeting law with a polling of votes. Member Lopez, in a meeting with Mr. Ojeh stated that there were 3 votes to support the action item and that they had the support of the superintendent. He also stated that Mr. Ojeh was the only stumbling block. Mr. Ojeh was protecting the district as the lead Financial Administrator of the District. Unfortunately, this violation must be reported to the Attorney General. See attached report from the attorney. **Mr. Ojeh was directed by the Superintendent to "give the written report by the attorney to only her and the Board President"**. Mr. Ojeh told the Superintendent **that** "if the President of the Board received the attorney's report of potential purchasing violations of law, then all Board members must receive a copy." This has been the process and procedure in the district during the time he has served the district (8 years). The Superintendent then directed Mr. Ojeh to give the attorney's report to only her. Within a month after this incident, Mr. Ojeh was sent home and told there was a complaint against him of "SEXUAL IN NATURE". In the 40 year work history of Mr. Ojeh, he has never been accused of impropriety and one might conclude the "investigation" of a complaint that was "sexual" in nature "is retaliatory for not following the Superintendent's directive to place the action item to vote on the August Board agenda for the sole source vendor's one and a half million dollar contract without going out for bid". Such action by the Superintendent violates Arizona's whistleblower's statute (A.R.S. 23-1501, The Arizona Employment Protection Act) and the statute's intent to protect employees who try to prevent violations of Arizona law. See attachment for the timeline showing the Superintendent's retaliatory actions in proximity to Mr. Ojeh's not following the Superintendent's directive to violate purchasing policies.

Mr. Ojeh has also identified other serious violations including employment of relatives by the Superintendent, exercising raises for friends (\$20,000 to \$40,000+) and not providing raises to similarly situated employees, misuse of public funds for travel, giving a \$50,000 yearly payment to a vendor (without competitive bidding) who gave the Superintendent an "Educator of the Year" award.

Finally, Mr. Ojeh has prepared a complaint to the Office of the Attorney General and the Auditor's General Office concerning the above and other violations of purchasing policies. He has discussed most these issues with the Superintendent and as a result of not following her directives there is no doubt she is attempting to force his resignation or find pre-textual cause (complaint of a sexual nature) to terminate him and deprive him the benefits of his contract of employment through June 30, 2020. The complaint of "a sexual nature" came from the Superintendent's longstanding close personal and social friend (Superintendent created a new job position in HR for the complainant) and who managed a current board member's political campaign for her Board seat. The complainant is also a personal friend of two board members.

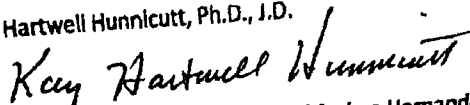
Mr. Ojeh has been a loyal and dedicated employee for eight years and is giving notice that he will not seek renewal of his employment contract beyond June 30, 2020. Mr. Ojeh's employment contract states he shall "act in accordance with applicable State and Federal laws, policies, and administrative regulations and procedures". He has identified numerous violations by the Superintendent including: violations of state law and regulations in purchasing, gift of the taxpayers'/public funds, misuse of district funds for professional development, travel, and significant pay differential for the Superintendent's close friends, and hiring of relatives.

Mr. Ojeh will avail himself of all legal rights to protect his good name, his personal and professional reputation, his integrity and will do what he needs to do to protect the District as well as do what is in the best interest of the District's students and staff.

Please provide me the name of the law firm representing the Board in this matter. I am hopeful these issues can be resolved amicably and the Parties can go their separate ways.

Yours Very Truly,

Kay Hartwell Hunnicutt, Ph.D., J.D.



Cc: Board Members: Rosa Cantu; Marissa Hernandez, President; Denise Garcia, Vice President; Lydia Hernandez and Pedro Lopez

Attachments:

- Performance Evaluation and Reassignment to Home Letter of Mr. Ojeh
- Polling Violation by Three Board Members/ AG Manual (Chapter 7) /Open Meeting Law
- Timeline of Events Leading to the Reassignment to Home of Mr. Ojeh
- Attorney Report of Purchasing Violation
- Sexual Harassment Complaint Investigator Scope of Investigation

EXHIBIT 10



CARTWRIGHT SCHOOL DISTRICT NO. 83

5220 W. Indian School Rd. Phoenix, AZ 85031 (623) 691-4000 www.csd83.org
Learning for all. Every child, every school, every day.
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Dr. LeeAnn Aguilar-Lawlor
Superintendent

Ms. Ema Jáuregui
Assistant Superintendent
Educational Services

Dr. Ed Murphy
Assistant Superintendent
Human Resources

Dr. Rebecca M. Osuna
Assistant Superintendent
Administrative Services

Dr. Cecilia M. Sanchez
Assistant Superintendent
District Operations

M. Victoria Farrar, MBA
Chief Financial Officer

January 10, 2020

Certified Mail

Regular Mail

Mr. Zeek Ojeh
1122 E. Calle Monte Vista
Tempe, AZ 85284

377 E. Alvarado
Phoenix, AZ 85004

2nd attempt
Re: Notice of New Email Log In Credentials

Dear Mr. Ojeh,

The purpose of this letter is to provide you with your new email and log in credentials. Internet access is provided to you through your District issued phone. Please use this email to satisfy the terms of your assignment in the letter dated November 22, 2019.

Username: 2019DJFMAMJ@csd83.org
Password: C@rdinals20

If you have any questions please direct them to the Superintendent at:
leeann.lawlor@csd83.org

Sincerely,

Dr. LeeAnn Aguilar Lawlor
Superintendent

Cc: Kay Hartwell Hunnicutt