

Office of Administrative Hearings

1740 W. Adams St., Lower Level Phoenix, Arizona 85007
Telephone (602)-542-9826 FAX (602)-542-9827

Katie Hobbs
Governor

Tammy L. Eigenheer
Director

July 10, 2026

Dr. Melody Herne
Superintendent
1801 East Fir Street
Cottonwood, Arizona 86326

RE: Contract for Administrative Hearing No. 27C-DP-002-ADE

Dear Dr. Herne,

Pursuant to A.R.S. § 15-766(F), the Mingus Union High School District (Mingus UHSD), or public agency pool operating pursuant to A.R.S. § 11-952.01, shall contract with the Office of Administrative Hearings (OAH) to pay all cost incurred by the OAH for hearings held under A.R.S. § 15-766. You have been identified by the Arizona Department of Education as the representative of the School District or District Underwriter with authority to sign the attached contract.

After having signed the contract, please make a copy for your records and return the original to me.

If you have any questions, please contact me at (602) 542-9832

Sincerely,

Jeff Sanchez

Jeffery Sanchez
Office Manager



Mission Statement: We will contribute to the quality of life in the State of Arizona by fairly and impartially hearing the contested matters of our fellow citizens arising out of State regulation.

CONTRACT: No. 27C-DP-002-ADE

The following contract is entered into by the Mingus Union High School District (Mingus UHSD) and the Arizona Office of Administrative Hearings (OAH). This reflects the sole contract between the parties.

1. TERM OF CONTRACT

The term of this contract shall begin upon the signing of the contract by both parties.

2. AUTHORITY

This contract is entered into pursuant to A.R.S. § 15-766(F).

3. PURPOSE OF CONTRACT

This contract is entered into pursuant to A.R.S. § 15-766(F) by which the Mingus UHSD is to contract for services to be provided by OAH in conducting administrative hearings.

4. RECORD

The OAH will create an electronic record, suitable for transcription and will make that record available to any party in electronic form. The OAH, at the request of any party will arrange for verbatim transcription and will bill the cost of such transcription to the Mingus UHSD.

5. FINDINGS OF FACT AND DECISIONS

The OAH will create written findings of fact and decisions which shall be available in electronic form at no cost to any party upon request.

6. LOCATION OF THE HEARING

The Mingus UHSD will provide suitable hearing space unless the hearing is held in one of the OAH facilities. The OAH will charge the Mingus UHSD for the cost of any travel, lodging or per diem incident to the convening of an administrative hearing outside of the Phoenix Metropolitan area.

7. INTERPRETERS AND ADA ACCOMMODATIONS

The Mingus UHSD will incur the cost of any oral or written interpreting or translation. In addition, the Mingus UHSD will pay the cost of any ADA accommodation.

8. INCIDENTAL EXPENSES

The Mingus UHSD will pay for all incidental expenses such as long distance telephone calls or faxes and copies.

9. APPEAL TO JUDICIAL COURT

The OAH will prepare and file the original record in any subsequent appeal to a state or federal court.

10. BILLING

OAH shall calculate the costs of providing services on a monthly basis in accordance with actual, allowable costs incurred consistent with the Billing Allocation Plan attached as appendix A.

11. PAYMENT

The Mingus UHSD will pay for costs billed pursuant to paragraph 10 within 30 days of receipt of the itemized bill. Receipt is established within 5 days of mailing to the Mingus UHSD's address below.

12. AMENDMENT

Any amendments to this contract shall be in writing and signed by both parties.

13. NOTICES

OAH and the Mingus UHSD shall address all correspondence relative to this contract through individuals that shall be designated in writing from time to time by each.

14. CONFLICT OF INTEREST

The parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511 or any successor statute.

15. APPROPRIATION OF FUNDS

The parties recognize that the performance by either party may be dependent upon the appropriation and allocation of funds by the State Legislature of Arizona. Should the Legislature fail to appropriate, allocate, or make available the necessary funds or if either party's appropriation is reduced during the fiscal year, the party whose appropriation is reduced may reduce the scope of this contract if appropriate or cancel this contract without further duty or obligation. No liability shall accrue in the event this provision is exercised and neither party, nor the State of Arizona, shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

16. ARBITRATION

The parties acknowledge that, to the extent required by A.R.S. § 12-1518 (concerning claims for monetary damages not exceeding \$50,000), all disputes arising out of, or relating to, this contract shall be subject to court-mandated arbitration, except as may be required by other applicable statutes.

17. ISRAEL

Each party certifies that it is not currently engaged in, and agrees for the duration of this contract that it will not engage in, a boycott of Israel, pursuant to A.R.S. § 35-393 *et seq.*

18. NONDISCRIMINATION

Each party shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, or national origin shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Each party shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, or disability.

19. RECORDS AND AUDITS

Pursuant to A.R.S. §§ 35-214, 35-215, and 41-2548, all books, accounts, reports, files, and other records relating to this contract shall be subject, at all reasonable times, to inspection and audit by the State during the term of this contract and for five years after the termination of this contract.

FOR AND ON BEHALF OF THE MINGUS UHSD

Name: _____ (Date)
Title: _____

Address: _____

Phone: _____

FAX: _____

E-Mail: _____

FOR AND ON BEHALF OF THE ARIZONA OFFICE OF ADMINISTRATIVE HEARINGS

Jeff Sanchez

Jeff Sanchez
Office Manager

(Date)

7/10/26

Address: 1740 W. Adams St., Lower Level
Phoenix, Arizona 85007

Phone: (602) 542-9832

FAX: (602) 542-9859

E-Mail: jeffery.sanchez@azoah.com

APPENDIX A: BILLING ALLOCATION PLAN

The Mingus UHSD will be billed on a monthly basis for its use of the personnel and services of the Office of Administrative Hearings in the following manner:

1. Percentage pool:

The total (1) operating expenses and (2) personal services and employee related expenses of the management and case management support teams will be determined on a monthly basis. One time sweeps for state-owned building rent, and risk management charges, etc. will be amortized over the twelve month fiscal year. Forty hours of continuing education and two hundred hours of vacation use by each Administrative Law Judge will be allocated per year as a business expense and amortized over the twelve month fiscal year. The total amount will be multiplied by a fraction whose numerator is the number of cases filed by the District the same monthly period, and whose denominator is the total number of OAH cases filed in the same monthly period. This amount will be billed to the District.

2. Billed hour pool:

A flat hourly rate will be determined on a monthly basis by adding the total personal services and employee related expenses of all Administrative Law Judges and dividing by the total number of hours billed for all Administrative Law Judges. This flat rate will be multiplied by a fraction whose numerator is the number of hours billed to the District for the same monthly period, and whose denominator is the total hours billed by of all Administrative Law Judges to all other agencies participating in the Billing Allocation Plan in the same monthly period. This amount will be billed to the District.

3. Actual expense pool:

The actual expense for travel, outside consultants and other specific case expenditures will be determined on a monthly basis and billed to the District.