

**RESOLUTION NO. 09 -25**  
**OF THE GOVERNING BODY OF THE**  
**YAVAPAI-APACHE NATION**

**A Resolution Renewing the Intergovernmental Agreement Between the Yavapai-Apache Nation and Mingus Union High School District #4 for Counseling/Tutoring/Outreach Services for the Benefit of the Nation's Students Attending Mingus Union High School**

- WHEREAS:** The Yavapai-Apache Tribal Council ("Council") is authorized to represent the Yavapai-Apache Nation ("Nation") and act on all matters that concern the health and welfare of the Nation, and to make decisions not inconsistent with or contrary to the Constitution of the Yavapai-Apache Nation ("Constitution") as provided under Article V(a) of the Constitution; and
- WHEREAS:** The Council, as the legislative body of the Nation, is authorized to take all actions necessary and proper for the exercise of its Constitutional powers and duties, including those powers and duties not enumerated, and all other powers and duties now or hereafter delegated to the Tribal Council, or vested in the Tribal Council through its inherent sovereignty, as provided under Article V (w) of the Constitution; and
- WHEREAS:** The Council is authorized to negotiate and enter into agreements with federal, state, and local governments as provided by Article V (b) of the Constitution; and
- WHEREAS:** The Council is authorized to appropriate and regulate the use of the Nation's funds, as provided by Article V (k) of the Constitution; and
- WHEREAS:** The Council, by Resolution No. 14-24, adopted January 25, 2024, authorized renewal of an Intergovernmental Agreement ("IGA") between the Nation and Mingus Union High School, District #4 under which a longstanding Counseling/Tutoring/Outreach Services Program (the "Program") is maintained for the benefit of the Nation's students attending Mingus Union High School; and
- WHEREAS:** Over the many years of its existence, the Program has greatly assisted the Nation's students at Mingus Union High School in successfully completing and graduating from the School's course of study, and in preparing themselves for admission to and success in higher education programs at various colleges, universities, and vocational schools; and
- WHEREAS:** The IGA approved under Tribal Council Resolution No. 14-24, provides that it may be renewed for an additional 1-year Term effective January 1, 2025 through December 31, 2025, and the Nation and Mingus Union High School District #4 have determined that it is in the best interest of the Nation, the Nation's students attending Mingus Union High School, and the Mingus Union High School

District #4 to continue the Program and its significant benefits to the Nation's students through renewal of the IGA, in the form attached to this Resolution as Exhibit A.

**NOW THEREFORE BE IT RESOLVED** that the Yavapai-Apache Tribal Council, in Council assembled, at which a quorum is present, hereby approves renewal of the attached IGA between the Nation and Mingus Union High School District #4 for an additional 1-year Term extending from January 1, 2025, through December 31, 2025, in accordance with the terms and conditions set out in the IGA attached to this Resolution as Exhibit A.

**BE IT FURTHER RESOLVED** that the Council hereby appropriates from the Nation's General Fund Governmental Operations Budget the sum of **Fifty-Two Thousand One Hundred Eighty-Seven and 00/100 Dollars (\$52,187.00)** in satisfaction of the Nation's financial contribution under the IGA for the Term beginning January 1, 2025, and ending December 31, 2025, and said funds shall be contributed by the Nation to the Mingus Union High School District #4 in accordance with the Terms of the IGA.

**BE IT FURTHER RESOLVED** that the Council may hereafter consider renewal of the IGA on an annual basis at the close of each subsequent fiscal year; however, the Council's approval of this Resolution and the attached IGA shall not be construed to establish an annual funding obligation on the part of the Nation.

**BE IT FINALLY RESOLVED** that the Chairwoman, and Vice Chairman, or either of them, are hereby authorized to sign the attached IGA with Mingus Union High School District #4, on behalf of the Nation and to take all such further action as deemed necessary to carry out the intent and purposes of this Resolution.

#### CERTIFICATION

I hereby certify that the foregoing Resolution was adopted by an affirmative vote of the Tribal Council, with a quorum in attendance, presented for approval on \_\_\_\_\_ 10 2025, by a vote of 3 in favor, 0 opposed and 1 abstaining, pursuant to the authority contained under the Constitution of the Yavapai-Apache Nation as cited above.

  
Tanya Lewis, Chairwoman

#### ATTEST:

  
Karla Reimer, Council Secretary

Approved as to Form:

  
Office of the Attorney General

# EXHIBIT A

INTERGOVERNMENTAL AGREEMENT  
FOR  
COUNSELING/TUTORING/OUTREACH SERVICES  
BETWEEN  
YAVAPAI-APACHE NATION  
AND  
MINGUS UNION HIGH SCHOOL DISTRICT #4  
FOR  
COUNSELING/TUTORING/OUTREACH SERVICES  
FY2025

January 16, 2025

**INTERGOVERNMENTAL AGREEMENT  
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BETWEEN  
YAVAPAI-APACHE NATION  
AND  
MINGUS UNION HIGH SCHOOL DISTRICT #4  
FOR  
COUNSELING/TUTORING/OUTREACH SERVICES**

**FY2025**

This Intergovernmental Agreement ("Agreement") is entered into by and between the Yavapai-Apache Nation ("Nation"), 2400 W Datsi St, Camp Verde, AZ 86322, and Mingus Union High School District #4 of Yavapai County ("Mingus"), 1801 East Fir Street, Cottonwood, AZ 86326.

**I. TERM.**

This Agreement shall be in effect from January 1, 2025 ("Effective Date"), through December 31, 2025 ("Term"). The Parties intend that this Agreement is renewable on an annual basis upon the anniversary of the Effective Date for subsequent one-year terms, subject to further mutual approval by the Yavapai-Apache Tribal Council and the Mingus Union High School District Governing Board given at the time of said renewal.

**II. PURPOSE.**

The purpose of this Agreement is to provide counseling, tutoring, and other outreach services for the benefit of the students from the Nation attending Mingus Union High School ("MUHS").

**III. RESPONSIBILITIES.**

**Yavapai-Apache Nation will:**

- Provide a funding contribution to Mingus as outlined under Section IV, Financing, below.

**Mingus will:**

- Employ a teacher qualified to provide counseling, tutoring, and outreach services for the benefit of the Nation's students attending MUHS. Said services shall be provided in accordance with the responsibilities and requirements as outlined in the "**Mingus Union High School Position Description - Yavapai-Apache Student Advisor**" attached to and incorporated into this Agreement as **Exhibit A**.

**Mutual Agreement:**

- Neither Parties' employees nor staff will be considered employees or agents of the other Party for any purpose. Each Party assumes full responsibility for the actions or inactions of its own personnel while performing duties under this Agreement, and each Party shall be solely responsible for supervising, directing, controlling

payment of salary (including withholding income taxes and social security), and administering workers' compensation and disability benefits of its respective employees.

- The Parties do not contemplate the joint purchase of any property under this Agreement. Upon termination of this Agreement, all property of a Party shall remain the property of that Party.
- Each Party shall comply with all applicable federal and state immigration laws and employment laws, including but not limited to Ariz. Rev. Stat. § 41-4401.
- Each Party certifies that it complies with Executive Order 2009-09, concerning nondiscrimination, which Order is hereby incorporated by reference as if fully set forth herein.
- This Agreement may be canceled for conflict of interest pursuant to Ariz. Rev. Stat. § 38-511.

**IV. FINANCING.**

The Nation agrees to provide a financial contribution to Mingus to fund the counseling, tutoring, and outreach services referenced above as follows:

**January 1, 2025, through December 31, 2025** - The Nation shall fund this Agreement as follows:

Counselor (0.6 FTE) -	\$38,187
Tutoring	\$7,000
Outreach/Incentive Programs (Field Trips & Native American Club)*	\$2,000
<u>Summer School Counseling</u>	<u>\$5,000</u>
<b>Total Funding Budget</b>	<b>\$52,187</b>

\*The Nation will contribute up to \$2,000 for field trips and club activities as a dollar-for-dollar match of funds raised by the students.

The Nation will make the above-specified contribution to Mingus for the Term in two installments upon receipt of written invoices from Mingus requesting said contribution payment for each of the school semesters during the Term. In no event, shall the Nation's financial contribution to Mingus under this Agreement exceed the amount specified above for the Term, or as such contribution may be specified under any subsequent renewal of this Agreement as approved by the Nation and Mingus.

**V. GOVERNING LAW.**

This Agreement shall be construed under the laws of the State of Arizona and hereby incorporates by reference all laws governing contracts of school districts required by

statute or executive order.

**VI. TERMINATION.**

Either Party may terminate this Agreement, with or without cause, upon written notice to the other Party given no less than 30 calendar days prior to the end of the then-current semester. Said termination shall not become effective until the end of the then-current academic year in which notice is given.

**VII. DISPUTES.**

If misunderstandings or differences of opinion occur regarding the policies and procedures necessary to implement this Agreement, the appropriate representatives of the respective Parties will meet to attempt to reach a solution. If the Parties cannot reach a mutually satisfactory solution, this Agreement shall thereafter immediately terminate in accordance with Section VI, Termination, above.

**VIII. ENTIRE AGREEMENT.**

This Agreement contains the entire understanding of the Parties hereto. There are no representations or other provisions other than those contained herein. Any amendment or modification of this Agreement shall be made only in writing and signed by the Parties to this Agreement.

**IX. INVALIDITY OF PART OF THE AGREEMENT.**

The Parties agree that should a court of competent jurisdiction determine any part of this Agreement to be invalid or void, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties.

**X. NOTICES.**

All notices or other correspondence between the Parties regarding this Agreement shall be mailed or delivered to the respective Parties at the following addresses:

Tanya Lewis, Chairwoman  
Yavapai-Apache Nation  
2400 W Datsi St  
Camp Verde, Arizona 86322

Melody R. Herne  
Superintendent  
Mingus Union High School  
1801 East Fir Street  
Cottonwood, Arizona 86326

Notice shall be deemed delivered when handed to the Party at their place of business, or three days after being placed in the United States mail, postage prepaid, addressed to the Party. Either Party may change its address for notice by providing written notification of the change to the other Party.

(SIGNATURES FOLLOW)

**EXHIBIT A  
TO THE  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
YAVAPAI-APACHE NATION  
AND  
MINGUS UNION HIGH SCHOOL DISTRICT #4  
FOR  
COUNSELING/TUTORING/OUTREACH SERVICES**

**Mingus Union High School Position Description - Yavapai-Apache Student Advisor**

**Qualifications:**

1. A bachelor's degree.
2. A standard secondary teaching certificate.
3. A minimum of three years of teaching experience and/or secondary guidance and counseling training.

**Responsible To:**

1. The Student Advisor is responsible to the Principal.


**Function:**


1. To be available as a listener to concerns of students, staff, and parents and to contribute to the resolution of such concerns.
2. To assist in student enrollment and class scheduling.
3. To maintain and survey records, including student cumulative files and permanent records.
4. To publicize and disburse information/materials important to students and staff.
5. To supervise and implement a consistent and sequential guidance program.
6. To administer and coordinate approved student programs and contests.
7. To be knowledgeable of referral resources available in the community. (e.g., DES, Catholic Social Services, Spectrum, etc.)

**General Responsibilities:**

1. Register students with emphasis on students identified as Native American.
2. Screen new students for:
  - a. Appropriate coursework.
  - b. Placement in CEC (Online Credit Recovery Program).
  - c. Monitoring.
  - d. Tutoring.
  - e. Special Education.
3. Change schedules.
4. Credit checks.
5. Balance classes.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their undersigned duly authorized representatives on the dates set forth below.

  
Melody R. Herne, Superintendent  
Mingus Union High School District


  
Tanya Lewis, Chairwoman  
Yavapai-Apache Nation

January 30, 2025  
Date

01.16.25  
Date

The Parties' undersigned attorneys have reviewed this Agreement and approved it as to form and authority.

GUST ROSENFELD

  
Carrie O'Brien  
Attorney for Mingus Union High School District

  
Attorney for Yavapai-Apache Nation

January 22, 2025  
Date

1-16-25  
Date



6. Provide individual and group counseling for students.
7. Test and interpret test scores.
8. File information, e.g., trade school bulletins, conference notes, as well as cumulative folder information.
9. Compile research statistics.
10. Write letters of recommendation and complete various application forms.
11. Supervise correspondence, independent study, and Yavapai College enrollments (dual enrollment).
12. Write letters of recommendation and complete various application forms.
13. Promote student application and participation in a variety of rewarding programs and activities.
14. Evaluate students as award recipients.
15. Help graduates/community members with post-high school information, financial aid, and testing.
16. Help students plan and pursue a program for continued academic growth.
17. Promote low absenteeism among all students.
18. Encourage graduation rate.

**Specific Requirements Regarding Yavapai/Apache Students:**

1. Review cumulative folders.
2. Initiate personal contact.
3. Counsel students and parents of students who are having difficulties adjusting to high school.
4. Counsel students withdrawing from high school or other options for education within the community.
5. Coordinate teacher/parent/student conferences.
6. Contact parents about all schedule changes involving any loss of credit.
7. Check to ensure that all students are correctly scheduled in required classes.
8. Organize pre-registration.
  - a. Discuss credit checks so required classes can be made up.
  - b. Advise regarding alternate credit methods.
  - c. Advise regarding university admission requirements.
  - d. Advise regarding summer school.
9. Meet with each junior and senior student regarding long-term planning for post-high school education.
10. Maintain current and accurate credit checks for all students.
11. Check transcripts for accuracy.
12. Check to see that seniors are enrolled in all classes needed to graduate.
13. Keep a record of students taking independent study or online classes and monitor their progress.
14. Assist prospective mid-term graduates with request letters and details of mid-term graduation check forms.
15. Inform parents when it is determined that their students will not be able to graduate.
16. Assist with the preparation of the diploma list, scholarship list, and other graduation details as needed.
17. Counsel students who are not passing classes needed for graduation.

18. Attend college and financial aid information meetings and update office materials and information.
19. Complete the counselor's part of forms, such as applications, summer programs, military academy applications, scholarship applications, and other information as needed.
20. Write student recommendations for college and scholarship applications.
21. Assist students in their college, military, scholarship, and financial aid applications.
22. Provide information about, assist in applying for, ensure posting of scores, and interpret results of the ACT, SAT, ASVAB, and Achievement tests.
23. Assist in scholarship applications and help coordinate local scholarship programs.
24. Assist in organizing the details of Parent Programs.
25. Pre-register freshmen students at feeder schools.
26. Work closely with tribal programs available to students.

**Evaluation:**

1. Performance of this position will be evaluated in accordance with the provisions of the Board of Governors policy on evaluation of certified personnel.