



**KALISPEL TRIBE OF INDIANS  
TUTOR AGREEMENT**

This Agreement is entered into by and between the Kalispel Tribe of Indians (Tribe) and \_\_\_\_\_ (Tutor), for the purpose of securing the services of the Tutor to provide tutoring.

Whereas, Tutor has expressed an interest and asserts he/she is qualified to provide the services the Tribe requires.

Now therefore, in consideration of the terms, conditions, covenants and performance requirements contained herein, or attached and incorporated and made a part hereof, the parties agree as follows:

**1. GENERAL DESCRIPTION/SCOPE OF WORK**

The primary scope of work and project level of effort for this project is to provide tutoring in the following subjects: \_\_\_\_\_ The work under this agreement shall consist of the described work and services as herein defined and necessary to accomplish the completed work for this project.

Tutor agrees to meet with Student at a location convenient for the Student and previously arranged by the Program Manager.

Tutor shall maintain the highest level of confidentiality at all times. Any discussion pertaining to a Student shall be held in private only with the Program Manager.

Tutor is to keep all tutoring sessions drug and alcohol free. If Tutor suspects that the Student is under the influence of drugs or alcohol, Tutor must notify the Program Manager and shall be bound by confidentiality.

Tutor is at no times permitted to transport a student. If Tutor utilizes his/her personal vehicle to travel to and from a tutor session, he/she is responsible for any losses that may occur due to the personal vehicle use. The Tribe is not responsible for payment of mileage and/or automobile insurance for tutor's personal vehicles.

Tutor is prohibited from bringing children or other guests to tutoring sessions; students have been given the same instructions.

Tutor shall not complete the Student's homework for them. This includes note-taking, typing papers, etc...

Tutor shall allow for a wait period in the amount of fifteen (15) minutes for the Student to arrive at the scheduled session. If Student fails to arrive, Tutor is excused and is permitted to leave. Tutor will be reimbursed by the Tribe for his/her time (for example, Tutor will be compensated on a pro-rated basis; ¼ of \$9/hour = \$2.25). If the Student

fails to attend two (2) or more tutoring sessions, the Tutor will be released from this Agreement and compensated for work performed only in accordance with this Agreement.

## 2. TERM

All work under this Agreement shall begin upon the signing of this Agreement and shall be completed when the Tutor's services are no longer needed. In no event shall this Agreement exceed one (1) year. This signed Agreement serves as the Notice to Proceed.

## 3. INDEPENDENT CONSULTANT

The Tutor's relationship to the Kallispel Tribe of Indians shall be at all times as an independent consultant/contractor. As an independent contractor, the Tutor shall not act as an agent (except as specified in this agreement) or employee of the Tribe and will determine the time, place and the manner in which they will provide the services, in accordance with this Agreement. Any and all employees or agents engaged by the Tutor in the performance of the work or services required under this Agreement, shall be considered employees or agents of the Tutor only and not of the Tribe.

## 4. TUTOR'S STANDARD OF CARE

Services provided by Tutor under this Agreement will be performed in a manner consistent with that degree of professionalism and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

## 5. COMPENSATION

The Tutor shall be paid by the Kallispel Tribe of Indians for completed work and services rendered at the rate of \$9.00 per hour. The Tribe will shall reimburse the Tutor for any materials purchased for the purpose of assisting the Student in becoming an independent learner; provided, however, such purchases were preapproved by the Program Manager. Payment shall be made to Tutor no later than thirty (30) days after an invoice has been approved by the Program Manager.

## 6. TUTOR EVALUATIONS

The Tutor shall provide the Program Manager with monthly evaluations of the Student's progress. The failure to remit timely evaluations may result in Tutor's termination.

## 7. DISMISSAL OF TUTOR

The Tutor may be dismissed for misrepresenting his/her qualifications and/or not complying with the standards set forth in this Agreement. If any complaints or grievances about Tutor's conduct or lack of knowledge are received by the Program Manager, the Program Manager will discuss the complaints or grievances with the Tutor and take the appropriate action as the Program Manager sees fit.

## 8. CLEARANCE TO WORK WITH MINORS

Tutor must certify that he/she has not injured, abused or endangered a child and have not been convicted or determined by any court to have injured, abused or endangered a child. Tutor must provide proof of clearance to have unsupervised access/supervision of children. If said proof is not provided prior to commencement of work under this Agreement, Tutor must notify the Tribe so that necessary background checks can be

completed. Services under this Agreement shall not begin nor shall there be any payment under this Agreement until said clearance is obtained.

## 9. INDEMNIFICATION

The Tutor shall indemnify, defend, protect and hold harmless the Tribe, its officers, agents and employees from and against all claims, damages, (including consequential damages), loss, costs, expenses or any liability whatsoever that may arise or result from any act or omission of the Tutor, his/her employees, agents or sub-contractor(s) in the performance of this Agreement. The Tribe shall not be liable to the Tutor for any injuries or property damage sustained by the Tutor in the course of implementing the scope of work for this Agreement that is not the direct result of the sole negligence on the part of the Tribe. Any and all claims that may or might arise under any workman's compensation insurance or other claim on behalf of officers, employees or agents of the Tutor while performing services under this Agreement, is the sole obligation and responsibility of the Tutor.

To the fullest extent permitted by law, the Tribe agrees to indemnify Tutor from any claims for damages to property and/or persons, losses, costs and expenses, including reasonable attorney's fees and litigation expenses, arising out of third party claims for liability as a direct result of the Tribe's sole negligence. Nothing in this Agreement shall be construed as a waiver of the Tribe's sovereign immunity.

## 10. TERMINATION OF AGREEMENT

Either party, upon a material breach of this Agreement by the other party, may terminate this Agreement by written notice. Additionally, the Tribe may terminate this Agreement at any time without penalty if it is not reasonably satisfied with the work conducted by Tutor, by giving two (2) days written notice to the Tutor. Upon termination, the Tutor shall be entitled to compensation for services rendered and reimbursement for expenses, as provided herein, for all satisfactory work substantially completed under this Agreement up to the effective date of termination.

## 11. COMPLETE AGREEMENT/CHANGES

This Agreement constitutes the complete Agreement. No changes, amendments, or modifications of the terms herein shall be valid unless produced in writing and signed by the parties as an amendment to this Agreement. Any change that results in extra work or services to be provided by the Tutor will be paid for as agreed in the written amendment. The Tutor will initiate no additional work without prior approval by the Program Manager.

## 12. CONFLICT OF INTEREST/CONFIDENTIALITY

The Tutor shall refrain from any personal or business activity that causes their personal interest to conflict with or will in any way limit the Tutor's ability to impartially render the agreed to services. The Tutor agrees that during the term of this Agreement, he/she shall not accept work from any other source, whether remunerated or not, which would directly or indirectly impair or negatively affect the credibility or business of the Tribe. The Tutor agrees to promptly and fully disclose any relationship that has the potential to create any direct or indirect conflict of interest or otherwise create an appearance of impropriety.

The Tutor agrees to maintain strict confidentiality of any and all information that the Tutor may be privy to in the performance of this Agreement including, but not limited to, the identity of the student, the subject for which the student is receiving tutoring. Tutor fully understands and agrees that such information is classified and that unauthorized disclosure of such information may have a significant, negative impact on the Tribe. Tutor acknowledges and agrees that all rights, title and interest in any confidential

information will remain the exclusive property of the Kalispel Tribe. Tutor understands that any confidential information obtained may only be used for permitted purposes to perform his/her responsibilities as a Tutor. Apart from meeting these responsibilities, Tutor agrees not to disclose or communicate any confidential information to any person or entity without express written permission from an authorized office of the Tribe. Further, Tutor agrees not to knowingly use confidential information for any purpose which might, directly or indirectly, be detrimental to the Tribe. Tutor understands that he/she is not to divulge any confidential information even after the completion of this Agreement.

**13. DISPUTES**

- a. The Kalispel Tribal Court shall have exclusive jurisdiction over any suit that may arise under this Agreement, including any suit relating to the sovereign immunity of the Kalispel Tribe.
- b. Nothing in this Agreement, or any action taken by the Tribe or any of its officers, agents or employees in connection with this contract shall be deemed to be a waiver of the sovereign immunity of the Tribe. Any waiver of the sovereign immunity of the Kalispel Tribe must be explicit and in writing and must fully comply with all tribal and federal requirements for the waiver of such immunity.

**14. CONTRACT/PROJECT OFFICER**

The Kalispel Tribe designates Anna Pope, as the Program Manager for this project.

**15. APPROVAL SIGNATURES/CERTIFICATIONS**

KALISPEL TRIBE OF INDIANS  
 P.O. Box 39  
 Usk, WA 99180

<p>_____          Tutor</p> <p>Amber Holmes          Higher Education Coordinator</p>	<p>_____          Date</p> <p>_____          Date</p>
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\_\_\_\_\_  
 Tutor's Parent or Legal Guardian

\_\_\_\_\_  
 Date