

## NATIONWIDE ACADEMIC TUTORING PROGRAM (NATP)

Support for Osage students in their educational endeavors has always been a priority of the Osage Nation. The Nationwide Academic Tutoring Program (NATP) is an addition to the resources provided by the Osage Nation Education Department in its desire to ensure the success of students enrolled in pre-kindergarten through twelfth (12<sup>th</sup>) grade. It is the policy of the Osage Nation Education Department to provide tutoring services to Osage students nationwide in order to aid them in the achievement of at least grade level expectations.

### Eligibility

NATP is open to all legally enrolled members of the Osage Nation who attend pre-kindergarten through twelfth (12<sup>th</sup>) grade, regardless of where they may reside in the United States or academic standing in the subject requiring tutoring. This program is designed to help those Osage students who need help the most. To qualify for the program, the Osage student ("Student") must be enrolled in public, homeschool, private, charter or boarding school and meet one (1) of the following eligibility requirements:

1. Student is performing below grade level in English Language Arts (reading & writing), Math, Science, or History.
2. Student performed below state standards in any state mandated test.
3. Student is struggling to maintain a "C" average or lower in any subject.
4. Student performed at or below a "C" level in any end-of-instruction test (final or midterm test).
5. Student obtained a recommendation from at least one teacher or their school counselor for tutoring services.

Acceptance to NATP, for those Students meeting eligibility requirements, will be on a first come-first served basis and will depend on availability of funds and any tutoring vendor's enrollment capacity in the student's area.

### Application Requirements

Applications will be considered complete when all required and requested documentation has been submitted. Incomplete applications will be disposed of after thirty (30) calendar days. This documentation includes, but is not limited to, the following:

1. Completed NATP application;
2. Signed "Release of Information" form;
3. A copy of the Student's school issued report card or transcript (must be on school letterhead);
4. A copy of the Student's state issued test results (must be on school letterhead);
5. A copy of the Student's end-of-instruction test containing test grade (must be on school letterhead); and/or
6. A signed recommendation from the Student's teacher or school counselor (must be on school letterhead).

OR

1. A homeschooled Student must submit a copy of a receipt of a purchased age and grade level appropriate homeschool based curriculum in order to verify the curriculum to be used for the Student.

Once approved, the Student will receive a tutoring license to access the tutoring vendor for services. Students must reapply each academic year in order to continue services. Those students who are active participants in NATP during the summer months, will be notified by ONED that they must reapply by September 15<sup>th</sup> of each year in order to continue their tutoring license without interruption.

It is the responsibility of the Student's parent/guardian to schedule appointments with their tutoring vendor.

### **Application Procedure**

1. Completed applications shall be processed by the Tutor Administrator within fifteen (15) business days upon receipt of the application, and applicants will be notified, in writing of acceptance/denial.
2. Notifications of denial will be sent via email and explain why the application was denied along with an appeal form and directions for submitting an appeal.

Award notifications/tutoring license will include a copy of the terms of the Contract between the Nation and the Tutoring Vendor (as defined below).

### **Tutoring Vendor Definition:**

"Tutoring Vendor" means a Nationally accredited tutoring facility, who meets the qualifications and requirements identified below.

### **Tutoring Vendor Qualifications and Requirements:**

1. Submission of a business license in their state in order to prove validity of business and accreditation;
2. Execution of a Professional Services Contract with the Osage Nation in order to receive payment for any tutoring services provided to students enrolled in the Nation's NATP;
3. A Non-Disclosure Agreement between the Nation and the tutoring vendor; and
4. All tutoring vendor employees/tutors must provide verification of a criminal background check, which shall also include a check in the National Sex Offender Registry and a drug test within the last twelve (12) months prior to working with NATP students.

### **Procedure for Processing Tutoring Center Payment Requests**

1. The tutoring vendor shall submit copies of all sign-in sheets to the NATP along with the invoice and the monthly report no later than the tenth day of each month following services.
2. Monthly requests for payment will be processed and submitted to the Osage Nation Treasury for payment by the Education Department.
3. Checks for payment will be mailed to the tutoring vendor from the Osage Nation Treasury upon receipt of a request for payment from the Education Department.

### **Assessments**

Each Student participating in NATP will be assessed by his/her local tutoring vendor prior to beginning tutoring services in order to determine correct placement within the program. NATP will provide payment for the initial assessment fees provided by the tutoring vendor, which shall not exceed \$200.

Should a Student continue to experience academic difficulty while enrolled in NATP, the Education Department staff may schedule a meeting/conference call with the Student's parent/guardian and/or tutoring vendor staff to reassess the Student's needs and any possible issues, and create an alternate plan of action to resolve any issue(s).

### **Attendance**

Student attendance at tutoring sessions is required for continued participation in the NATP. If a Student fails to attend a scheduled tutoring session and does not contact the tutoring vendor prior to such absence, the parent/guardian is responsible for payment of that session.

Students with a verifiable chronic illness may receive an exemption from the attendance requirement at the Education Director's discretion, after consultation with the Student's parent/guardian and receiving verification of their medical condition.

### **In person Tutoring**

Each Student must sign in and sign out of every tutoring session in order to evidence attendance and verify billable hours for the tutoring vendor. Sign-in/Sign-out forms shall contain the following:

1. Name of tutoring vendor;
2. Name of employee/tutor providing the tutoring services;
3. Type of tutoring session;
4. Name of Student(s);
5. Subject of study;
6. Student arrival time; and
7. Student departure time.

Tutoring vendors shall include in each Student's monthly report:

1. The Student's name;
2. The Student's attendance record; and
3. The Student's progress report for each subject being tutored.

### **Online Tutoring Platforms**

The virtual tutoring vendor, Tutor.com is an online tutoring platform that is accessible 24/7 on demand in multiple subject areas for students enrolled in third through twelfth grade (3rd-12th) grade.

In order to meet attendance guidelines for Tutor.com, a Student must complete eight (8) hours per month while school is in session, with the exception of holidays and school breaks.



The Tribal Education Advocate will send the Student's parent/guardian the online tutoring report at the end of each month. The Student's parent/guardian must sign and date the report for the month and send it back via email to the Tribal Education Advocate.

### **Termination of Services**

NATP services may be terminated at any time by either the Student's parent/guardian or the tutoring vendor. Requests for termination of services must be submitted in writing. Forms are available from the Osage Nation Education Department and are also located on the Osage Nation website.

If a Student's parent//guardians terminates services during one semester, the Student may reapply for services the next academic semester.

Requests for termination of services submitted by the tutoring vendor will be reviewed by the Tribal Education Advocate. During the review process, the Education Department Director may contact the Student's parent/guardian or the administration of the tutoring vendor to verify the reason for the termination and/or attempt to mediate a resolution when possible. Reasons for terminating services include, but are not limited to:

1. Student graduated high school;
2. Lack of Student attendance;
3. Failure to contact the tutoring vendor of an absence;
4. Behavior problems of the Student or the Student's parent/guardian; or
5. The Student's monthly progress reports show the Student has mastered the subject(s) as determined by the tutoring vendor, and the Tribal Education Advocate determines tutoring is no longer necessary.

### **Reasons for Denial of Eligibility**

1. A Student or a Student's parent/guardian who has engaged in physically or verbally abusive behavior toward a tutor may not be eligible to reapply to the NATP and may be subject to termination. These situations will be evaluated on a case-by-case basis and a determination will be made by the Director of the Education Department after consultation with all parties. A Student or a Student's parent/guardian who is determined to be physically or verbally abusive to a tutor shall not be eligible for tutoring services until the following academic year.
2. If a Student misuses the funds of a tutoring license by letting a non-approved student or pending student applicant use their tutoring license, the student shall not be eligible for tutoring services until the following academic school year.

### **Termination of Services Procedure**

1. Upon receipt of a request to terminate services, the Tutor Administrator shall review the request and notify the Director of Education within three (3) business days.
2. The Tutor Administrator shall inform the Student's parent/guardian within five (5) business days upon receipt of the request to terminate services.

3. The Tutor Administrator shall inform the tutoring vendor within five (5) business days, in writing, when a Student's parent/guardian initiates termination of services.
4. The Tutor Administrator shall inform the Student's parent/guardian that the Student may reapply for services during the next academic semester unless the Student or the Student's parent/guardian has been physically or verbally abusive to the tutoring vendor's employee/tutor.
5. The Student's file shall be closed after one full semester without activity after termination.

### **Confidentiality**

The information contained within each tutoring application/agreement/report, and any supporting documentation attached, is a protected record under the Osage Nation Open Records Act. The Osage Nation will not disclose any record containing protected information without the written consent of the Student's parent/guardian unless the information is being used to perform the duties of an Osage Nation employee. The Student's information may be released to other Osage Nation Departments/Programs with which the applicant is receiving or requesting services and to the Office of the Osage Nation Attorney General if there is probable cause for an investigation to detect or eliminate fraud.

Contracted tutoring vendors and their employees/tutors are bound by a Non-Disclosure Agreement with the Nation.

### **Limitations**

Through NATP, a Student may apply for financial assistance to access tutoring services from a Nationally accredited tutoring vendor in their area. NATP financial assistance shall not exceed \$3,000.00 per academic year for each Student who meets the eligibility requirements of the NATP.

Any assessment fees paid by the Education Department do not count against the \$3,000 maximum for tutoring.

The following limitations shall also apply:

1. Students are eligible for only one tutoring vendor for each academic school year.
2. Students are eligible for only one tutoring program each academic school year.
3. Students participating in in-person tutoring shall only receive tutoring in two (2) subject areas at a time and may extend tutoring services upon availability of funds.
4. Approved students shall be the only user of the virtual tutoring license.

### **Grievances**

Grievances/Complaints may be submitted to the Osage Nation Constituent Services Program. Grievance/Complaint Forms and the Complaint Policy are located on the Constituent Services web page of the Osage Nation website.

Grievances concerning NATP may be submitted directly to the Osage Nation Education Department. Grievance forms may be found on the Education Department web page of the Osage Nation website. All Grievances must be in writing on the approved forms and are subject to the Grievance Procedures outlined below.

Protected information will only be released to the Student, the Student's parent/guardian or the tutoring vendor's administration regarding the outcome of any formally filed complaint.

### **Grievance Procedure**

1. Grievances must be submitted in writing to the Tutor Administrator or the Education Department Director.
2. Grievances will be reviewed by the Education Department.
3. Grievances will be answered, in writing, within thirty (30) calendar days upon receipt of the grievance by the Tutor Administrator or Education Department Director.
4. Determinations by the Education Department may be appealed by the Student and/or the Student's parent/guardian to the Secretary of Education within 10 (ten) business days upon receipt of determination from the Education Department.
5. The Secretary of Education will make a determination and notify the complainant within ten (10) business days.
6. The decision of the Secretary of Education is final.

OR

1. Grievances regarding the Director of the Education Department will be reviewed by the Secretary of Education and will follow the same schedule as identified above.
2. The Secretary of Education will make a determination and notify the complainant within ten (10) business days.
3. The decision of the Secretary of Education is final.