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**Background Check Verification**  
**Berrien Springs Partnership Program**

Berrien Springs Public Schools requires a national background check which includes convictions for sexual misconduct on individuals who have direct contact with their students in an instructional capacity.

As an organization we understand that you may have already conducted background checks on your instructors. If you have, fill this out for our records. If you have not, we will require either fingerprinting or our online BIB process to be completed for each instructor in contact with our students.

Name of Organization: Branch Gymnastics

Do you conduct national background checks on your instructors?: YES

Have all of your instructors passed the national background check?: YES

Patricia Reichel

Printed name of person completing this form

Patricia Reichel

Signature of person completing this form

8/19/21

Date

Office Manager

Title

269-544-3000

Phone

Community Teachers: Return form to:

OR fax: 888-498-1848

Music Teachers: Return form to: [hspdocuments@shamrocks.us](mailto:hspdocuments@shamrocks.us) OR fax: 888-498-1848

OR mail to:

BSPS attn.: Partnership

285 Sylvester Ave., P.O. Box 130

Berrien Springs, MI 49103

## **MEMORANDUM OF UNDERSTANDING BERRIEN SPRINGS PARTNERSHIP: CRC 2021-2022**

This Memorandum of Understanding (MOU), though not a legally binding document, does indicate a voluntary agreement to provide contractual teaching services by experts in our community (the “community teacher or organization”) to students enrolled in the Berrien Springs Partnership (“the Partnership”). The Partnership, as a program of Berrien Springs Public Schools (BSPS) Virtual Academy, provides elective courses in a project based learning format.

*It is recommended that you keep and refer to this MOU throughout the year as needed.*

### **Relationship:**

The community expert teacher or organization is paid for contractual services provided to students for one semester at a time based upon a predetermined rate or fee per student including all rent, materials and supplies required to teach the class. Neither party is obligated to continue the relationship beyond the current semester. The relationship can be terminated by either party with written notice at any time. The community teacher is not considered an employee of BSPS unless already hired in another formal capacity, for example, through EDUStaff. **This document does not supersede similar statements or policies set forth in the EDUStaff employee handbook.**

### **Community Teacher/Organization Obligations and Agreements:**

The community teacher will provide educational services in a manner consistent with instruction in a public school building, including:

- Clean, safe and appropriate location for the subject matter, including COVID-19 safety protocols for distancing, handwashing, etc. according to current CDC recommendations and state mandates.
- Passing a national background check such as BIB or fingerprinting as part of EDUStaff hiring process
- Evidence of appropriate education and/or experience in the subject matter
- School Board approval of class description and content
- Adequate supervision for the number of students engaged in the project
- Confidentiality of student information/data and protection of privacy
- Class content will be non-essential in nature and student-driven, will address students’ goals for learning and encourage student reflection and culminate in at least one tangible self-directed “project” such as a recital, sports event, drama production, project completion, art show, paper, composition, etc.
- Reasonable accommodations for students with disabilities will be made with parental support
- Any suspicion of student neglect or abuse by any party to be reported immediately and directly to Partnership Director
- Adherence to BSPS’ policy of religious neutrality (refer to last page)
- Instruction to be provided to any student who enrolls; public or non-public
- Required documentation (syllabi, invoices, attendance, etc.) will be submitted by deadlines
- Ongoing communication with Partnership staff to help ensure student and teacher success
- \* Ability to switch to an online instructional format at any point in the semester if necessitated by COVID-19 school, local or state mandate.

### **Partnership Obligations and Agreements:**

- The Partnership will pay the predetermined rate for instructional services rendered as of the student roster for the community class on Count Day of the current semester according to the Billing Procedures.

- The Partnership will provide access to student data and record-keeping templates as determined necessary for the community teacher/organization to meet requirements.
- The Partnership will provide administrative support to community teachers/organizations regarding any student attendance and behavior issues to help the student and teachers relate successfully. The Partnership reserves the right to terminate a student's attendance in a class if the student does not meet other membership obligations.
- A certified Teacher of Record is assigned to every class to review syllabi and provide support to community teachers and students. Mentor teachers are assigned to every student to support their non-public school experience and document attendance in the Partnership.
- BSPS will provide the means and cover the cost of background checks according to the method of hiring.
- BSPS carries liability insurance for every class taught under the Partnership. A certificate of insurance is available upon request.

### **Appropriate Location and Accommodations:**

All class locations must be clean, safe, appropriate and accessible for the proposed activity. The Partnership Director will visit as needed to verify suitability of the location. The community teacher should consider a wide student range of age and ability when choosing a location, with flexibility for accommodation if necessary.

### **Community Expert Qualifications:**

Community teachers must be at least 18 years of age and show evidence of education and/or a high level of expertise in the subject matter proposed to be taught. The applicant must be considered an expert in the field by a segment of the community. Teachers must not only be knowledgeable in the subject area but have the ability to communicate the material in an engaging, encouraging and empowering manner that is also highly organized, allowing for the students to be creative in their project and still meet course objectives in a timely manner.

Music instructors cannot teach a student who is related, i.e. child, grandchild, niece or nephew. Students who are related to a community teacher in a non-music group class may take the class for up to one year with his or her teacher/relative.

### **Background Checks:**

Billing under your own name: you must be hired through EDUStaff, including fingerprinting and student safety videos. Your background check must be approved before class or lessons can begin. Your lesson location must also be approved by a partnership staff visit.

Billing under a business name: If you provide instruction in a public setting where other instructors and/or staff are in regular attendance in the building, and your organization **does not** provide background checks, **each instructor of partnership students** must complete the online national BIB background check provided by BSPS and be approved before class or lessons can begin.

If you provide instruction in a public setting where other instructors and/or staff are in regular attendance in the building, and your organization **does** provide national background checks, we must receive a signed form from the owner or manager attesting to that fact (**partnership verification form**).

### **Approval of Courses:**

Courses to be offered must be non-essential, meaning non-core. Courses cannot contain content in the core subject areas of math, science, social studies or language arts. High school courses cannot offer content in U.S. history, world history or civics or economics. The Partnership Director will review each class for content, rigor of non-essential content, and demand for such content among the current student population.

In order for a course to be approved, the Partnership requires the following documentation, for which templates are provided: syllabus, rubric or student evaluation(as appropriate), class description, instructor qualifications, approved background check and/or verification form, signed MOU and W-9.

**PBL Projects:** Courses accepted should encourage the student to engage in a thoughtful, self-directed project to be completed by the end of the semester. This project must be demonstrated, performed or displayed in a public forum or to an audience of teachers and parents at a minimum. The community teacher may but has no obligation to participate in the student's creation of their project, and completion of the project is the responsibility of the student.

A Teacher of Record is assigned to every Partnership class to ensure that the class meets educational standards, if available, for that subject. Through the syllabus, the Teacher of Record and community teacher work together to ensure that the instruction covers those standards. The Teacher of Record is a resource for the community teacher.

All courses are subject to annual approval by BSPS School Board. Any course is subject to discontinuation at any time if found to not meet all of the requirements mentioned above.

### **Student Supervision:**

Community teachers are expected to maintain a reasonable student-teacher ratio according to the subject matter that ensures the safety and maximum engagement of each student. If the community teacher accepts a greater number of students than is appropriate at one time, the teacher must either create new sections of that class or procure additional teachers or trained volunteers to assist, at no additional cost unless approved by the Partnership Director in advance. Trained volunteers must be at least 18 years of age and in regular attendance, such as parents who participate in the class alongside the student and pass a national background check. Such volunteers must be willing to assist any student who requests help or is in need of supervision, not just their own child.

### **Accident Reporting:**

If any injury beyond the need of a band-aid occurs to a student or community teacher hired through EDUStaff during a partnership class period, it is the responsibility of the community teacher to report to incident to the Partnership Director immediately. If urgent, the teacher should call; if not, an email will suffice. Of course, urgent, life-threatening situations should be directed to 911 and the parent immediately. In any case, written documentation of the incident is required from the teacher to the Director within 24 hours.

**Confidentiality/Privacy:**

Community teachers are given access to demographic information for students on their class rosters. Teachers are expected to maintain student privacy regarding any and all information obtained while teaching for the Partnership. More information about this is available through the videos provided as part of the EDUStaff hiring process.

**Obligation to Report:**

If a student reports or if the community teacher suspects neglect or emotional or physical abuse of a partnership student, you are obligated to report it to the Partnership Director immediately who will take the next appropriate step. More information about this is available through the videos provided as part of the EDUStaff hiring process.

**Student Compliance and Behavior:**

It is expected that all students who enroll in a class will be fully engaged in the class, work toward project completion, and demonstrate regular attendance. It is the responsibility of the community teacher to inform the Partnership Director when behavior is disruptive or otherwise unacceptable or when a student misses too many classes to be able to meet class objectives. Excused absences should be those that are given in advance and for valid reasons such as illness, safe driving concerns, etc. Unexcused absences would include those with no notice and no valid reason. It is up to the discretion of the community teacher to determine the type of absence, but indication of behavior and attendance issues must be brought to the attention of the Partnership Director as soon as possible: by mid-October for fall semester or mid-February for spring semester if possible. A Student Handbook detailing appropriate behavior is issued to all families upon registration.

**Transportation:**

Except for the field trip class (if offered), transportation is not provided to, from or between any community class. Community teachers are not to provide transportation for any student on their roster unless it is their own child or a family friend for whom they would normally transport in their own vehicle.

**(rest of page left intentionally blank, see next page)**

## **Religious Neutrality:**

Community teachers must follow BSPS' policy on Religious Expression as if you are a BSPS staff member and the instructional location is a BSPS building. You must read and agree to the following as indicated by your signature at the end of this MOU:

### **8800 - RELIGIOUS/PATRIOTIC CEREMONIES AND OBSERVANCES**

Decisions of the United States Supreme Court have made it clear that it is not the province of a public school to advance or inhibit religious beliefs or practices. Under the First and Fourteenth Amendments to the Constitution, this remains the inviolate province of the individual and the church of his/her choice. The rights of any minority, no matter how small, must be protected. No matter how well intended, either official or unofficial sponsorship of religiously-oriented activities by the school are offensive to some and tend to supplant activities which should be the exclusive province of individual religious groups, churches, private organizations, or the family.

District staff members shall not use prayer, religious readings, or religious symbols as a devotional exercise or in an act of worship or celebration. The District shall not function as a disseminating agent for any person or outside agency for any religious or anti-religious document, book, or article. Distribution of such materials on District property by any party shall be in accordance with Policy [7510](#) - Use of School Facilities and AG [7510A](#) - Use of District Facilities and Policy [9700](#) - Relations with Special Interest Groups.

The Board acknowledges that it is prohibited from adopting any policy or rule respecting or promoting an establishment of religion or prohibiting any person from the free, individual, and voluntary exercise or expression of the individual's/person's religious beliefs. However, such exercise or expression may be limited to lunch periods or other non-instructional time periods when individuals are free to associate. Observance of religious holidays through devotional exercises or acts of worship is also prohibited. Acknowledgement of, explanation of, and teaching about religious holidays of various religions is encouraged. Celebration activities involving nonreligious decorations and use of secular works are permitted, but it is the responsibility of all faculty members to ensure that such activities are strictly voluntary, do not place an atmosphere of social compulsion or ostracism on minority groups or individuals, and do not interfere with the regular school program.

*(Signature required on the next page)*

**MEMORANDUM OF UNDERSTANDING  
BERRIEN SPRINGS PARTNERSHIP 2021-2022**

Fee per student per semester: \$ 237<sup>50</sup>

I hereby agree to the expectations and requirements set forth in this Memorandum of Understanding.

Patricia Reichel

Name (printed)

Patricia Reichel

Signature

8/19/21

Date

Branch Gymnastics

Name of Organization and/or Classes Taught

Sign and return to [shalcombe1@shamrocks.us](mailto:shalcombe1@shamrocks.us)

# Berrien Springs Partnership Lab Syllabus and Instructor Qualifications

LABS (CLASSES) ARE PROVIDED AS AN EDUCATIONAL SOURCE FOR PBL (PROJECT BASED LEARNING)

## COMMUNITY CLASS TITLE:

## GRADE OR AGE LEVELS:

## FORMAT:

IN-PERSON

ONLINE

FLEXIBLE

DAY AND TIME OF THE WEEK: Tuesday 11:15-12:10

## TOTAL REQUIRED HRS:

ADD'L POSSIBLE HRS (OPTIONAL TIME):

## TOTAL SEMESTER HOURS POSSIBLE:

LOCATION: 6712 Financial Parkway, Kalamazoo MI 49009

## INSTRUCTOR:

## CONTACT INFORMATION: phone: email: website:

269-544-3000, treichel.branchgym@gmail.com.

ADDITIONAL REGISTRATION AT SITE REQUIRED? YES NO

IF YES, INSTRUCTIONS FOR REGISTRATION:

## INSTRUCTOR QUALIFICATIONS (may attach a separate page if necessary):

W100, W1201B, Safety & risk management, Safesport  
U201

## COURSE DESCRIPTION (OVERVIEW):

These classes utilize the Olympic equipment, trampoline, tumble track, and pits. We focus on proper skills building, fitness, and socialization in a group setting.

## SYLLABUS/OUTLINE: WEEKLY BREAKDOWN OF PROJECT-BASED LEARNING LAB ACTIVITIES

*Describe activities that will reinforce the lesson. Include any work and time to be required outside of class:*

Our instructors have their own lesson plans they work off of. these are progressive lesson plans.

## COURSE OBJECTIVES AND APPROXIMATE TARGET DATES:

to have fun & learn.



Steps to check for student understanding, along with dates or # of weeks into class:

9/7 - 11/14 first session  
11/30 - 2/22 second session off 12/21 / 12/28  
3/11 - 5/17 third session off 4/6

**STUDENT ASSESSMENT - what will be used to evaluate student progress and/or end of semester pass/fail status?**

- 1) Student agrees to attend at least 80% of class sessions/lessons offered. Attendance is kept online and tracked by Partnership staff. Failure to meet 80% or be on track to meet 80% may result in program discontinuation.
- 2) The Partnership Student Assessment or Performance Form is filled out by the teacher and turned in to Partnership staff. The link to this form is found on the web page for this class. Failing marks for lack of participation, behavior issues, practice time, etc. may result in program discontinuation.

**Class-specific assessment:** discuss and include the form or a link to the form that you use.

**ADDITIONAL RESOURCES:** (online, books, video, etc.):

**CLASS POLICIES: ATTENDANCE, BEHAVIOR, WEATHER, ETC.**

**Attendance:**

**Weather:**

**Other:**