

McLean County Unit 5 School District

Student Teacher Paperwork Explanation Sheet

The following is the student teacher packet for the McLean County Unit 5 School District. We have included the forms that a new student teacher must complete; the completed forms should be kept in the student teacher's file. The items included are listed below.

_____ **Student Teacher Information Form**

This has been developed as a quick reference for the district to reach the student teacher, their contacts, or physician in case of an emergency.

_____ **District Student Teacher Application (2 pages)**

This is an application form to be completed, which provides the preliminary information needed to consider your interest in district teaching. Please complete this application form in its entirety and return to the district.

_____ **Drug Testing Policy (5.50) & Acknowledgement Form**

All student teachers must read and understand the district's drug and alcohol abuse policy and sign this form allowing the district to perform a drug test. No student teacher with positive drug test results will be placed in the district.

_____ **Disclosure and Authorization Form**

All student teachers of the district must successfully complete a criminal background check prior to being employed. The Disclosure and Authorization Form must be filled out by all new student teachers of the district.

_____ **Bushue Background Screening Form (2 copies)**

Provide a copy of this completed form to both McLean Co. Unit 5 and Bushue at time of fingerprints.

_____ **Workplace Harassment and Misconduct Prohibited (5.20)**

_____ **Access to Electronic Networks (6.235 & 6.235-AP1)**

_____ **Acknowledgement of Mandated Reporter Status**

The Illinois Abused and Neglected Child Reporting Act requires any student teacher of a school to read and understand this act for reporting of child abuse of the proper authority.

_____ **Tuberculosis Testing**

All student teachers of the district must provide evidence of freedom from communicable disease, including tuberculosis (105ILCS 5/10-21.9).

McLean County Unit District No. 5



Student Teacher Information Form

Please complete the following information relating to your current status. Anytime this information changes, please notify the unit office. This information will be kept in your personnel file should a situation arise that the district needs the information.

Name:					
<i>(Last Name)</i>		<i>(First Name)</i>		<i>(Middle)</i>	
Address:					
<i>(Number)</i>		<i>(Street)</i>		<i>(City)</i>	<i>(State) (Zip)</i>
Telephone #:			Email:		
Name & Telephone to contact in case of Emergency:			Emergency contact's place of employment:		
(Name) _____			_____		
(Telephone #) _____			_____		
Start Date:					
Cooperating College or University:					
Cooperating Teacher:					
Contact at College or University:					

In case of emergency involving you, what Doctor should be contacted?

Doctor: _____ Phone: _____

Are you allergic to any medications? Yes No

If yes, please list _____

Additional family or persons to contact in case of an emergency:

Name _____ Phone: _____

Name _____ Phone: _____



Student Teacher Application Form

PERSONAL INFORMATION:

Name: _____
Last *First* *MI*

Maiden Name or if known by any other name: _____

Address: _____
Street *City* *State* *Zip*

Phone Number: (____) _____ - _____ Email: _____

Emergency contact: _____ Phone: _____

PLACEMENT INFORMATION:

Time Frame for Student Teaching: _____ Graduation Date: ____/____/____
____ First Semester ____ Second Semester

District Building Placement: _____

Grade Level Placement: _____

Subject Placement: _____

Cooperating Teacher: _____

CONTACTS:

Please list the advisory contact at your College or University:

1. _____
Name *Phone*

2. _____
Name *Phone*

3. _____
Name *Phone*

BACKGROUND INFORMATION:

Please answer the following questions completely. Any falsification, omission, deliberate misrepresentation or failure to complete any part of this form is grounds for rejection as a student teacher. McLean County Unit District No. 5 reserves the right to reject any applicant for any legitimate, nondiscriminatory reason.

Do you currently have any outstanding criminal charges or warrants for your arrest pending against you?

Yes No

If yes, please explain:

Have you ever had findings made against you for domestic violence, abuse, sexual abuse, neglect, exploitation or financial exploitation of a child in any legal proceeding?

Yes No

If yes, please explain:

WAIVER OF LIABILITY:

McLean County Unit District Unit No. 5 does not provide insurance coverage to non-district personal which include individuals serving as Student Teachers. The purpose of the following information is to inform the Student Teacher and to document your acknowledgement and agreement that you are acting as a Student Teacher as your own risk. Therefore, McLean County Unit District No. 5 does not provide insurance coverage for the Student Teacher for any loss, injuries, illness or death resulting from the Student Teacher's unpaid service to the District.

You agree to assume all risk of injury, illness, damage, or loss of any nature or kind, arising out of your Student Teaching assignments, whether supervised or unsupervised, and your service to the District. You agree to waive any and all claims against the District, its Board Members, employees, agents or assigns, or their successors for the loss due to death, injury, or damage of any kid arising out the Student Teacher's supervised or unsupervised service to the District.

Student Teacher Name

Date

Signature

General Personnel – Drug- and Alcohol-Free Workplace; Tobacco Prohibition

It is the policy of the District that the public has the reasonable right to expect all District employees to be free from the effects of drugs and alcohol while on duty or on District property and to observe the laws concerning the use of drugs and alcohol regardless of whether they are on duty, on District property, or at District events. The purposes of this policy shall be achieved in such a manner as not to violate any constitutional rights of employees. All District property and events are drug- and alcohol-free places. All employees shall be prohibited from:

1. Possessing, consuming, using, manufacturing, dispensing, distributing, or being under the influence of alcohol or cannabis (except for medical cannabis) while on duty or on District property or being on duty or on District property while alcohol or cannabis (except for medical cannabis) is detectible, regardless of when and/or where the use occurred;
2. Possessing, selling, purchasing, delivering, manufacturing, dispensing, distributing, using, or being under the influence of medical cannabis or any controlled substance except where authorized by prescription and the employee's work performance is not impaired;
3. Possessing, selling, purchasing, delivering, manufacturing, dispensing, distributing, using, or being under the influence of any illegal drug; and
4. Being under the influence of over-the-counter prescription medication to the extent the employee's work performance is impaired.

For purposes of this policy, an illegal drug means a substance that is:

1. Not legally obtainable;
2. Being used in a manner different than prescribed;
3. Legally obtainable, but has not been legally obtained; or
4. Referenced in federal or State controlled substance acts.

The District may consider an employee to be impaired if there is a good faith belief that an employee is under the influence of alcohol, cannabis (including medical cannabis), a controlled substance, an illegal drug, or over-the-counter prescription medication, and the employee manifests specific, articulable symptoms while working that decrease or lessen the employee's performance of the duties or tasks of the employee's job position, including, but not limited to, symptoms of the employee's speech, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, or negligence or carelessness in operating equipment or machinery; disregard for the safety of the employee, students, or others, or involvement in any accident that results in serious damage to equipment or property; or carelessness that results in any injury to the employee, students, or others.

The District may utilize the services of a Drug Recognition Expert ("DRE") to determine whether an employee is under the influence or impaired or require an employee to submit to drug and/or alcohol testing if there is reasonable suspicion the employee is under the influence of alcohol, cannabis, or an illegal drug, or impaired by medical cannabis, a controlled substance, or over-the-counter prescription medication.

As a condition of employment, each employee shall:

1. Abide by the terms of the District policy respecting a drug- and alcohol-free workplace; and
2. Notify his or her supervisor of his or her conviction under any criminal drug statute for a violation occurring on the District premises or while performing work for the District, no later than 5 days after such a conviction.

To make employees aware of dangers of drug and alcohol abuse, the Superintendent or designee shall perform each of the following:

1. Provide each employee with a copy of this policy, or with access to this policy online;
2. Post notice of this policy where other information for employees is posted;
3. Make available materials from local, State, and national anti-drug and alcohol-abuse organizations;
4. Enlist the aid of community and State agencies with drug and alcohol informational and rehabilitation programs to provide information to District employees;
5. Establish a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace
 - b. Available drug and alcohol counseling, rehabilitation, re-entry, and any employee assistance programs, and
 - c. The penalties that the District may impose upon employees for violations of this policy.

Tobacco Prohibition

All employees are covered by the conduct prohibitions contained in *Board policy 8.30*. The prohibition on the use of tobacco products applies both (1) when an employee is on school property, and (2) while an employee is performing work for the District at a school event regardless of the event's location. *Tobacco* shall have the meaning provided in Section 10-20.5b of the *School Code*.

District Action Upon Violation of Policy

An employee who violates this policy may be subject to disciplinary action, including termination. In addition, the Board may require an employee to successfully complete an appropriate drug- or alcohol-abuse program and/or, employee-assistance program.

If the District elects to discipline an employee on the basis that the employee is under the influence or impaired, the District will afford the employee a reasonable opportunity to contest the basis of the determination.

The Board shall take disciplinary action with respect to an employee convicted of a drug offense in the workplace within 30 days after receiving notice of the conviction.

Should District employees be engaged in the performance of work under a federal contract or grant, or under a State contract or grant of \$5,000 or more, the Superintendent or designee shall notify

the appropriate State or federal agency from which the District receives contract or grant monies of the employee's conviction within 10 days after receiving notice of the conviction.

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LEGAL REF.: Cannabis Regulation and Tax Act, 410 ILCS 705/
Americans With Disabilities Act, 42 U.S.C. §12114.
Compassionate Use of Medical Cannabis Pilot Program, 410 ILCS 130/
Controlled Substances Act, 21 U.S.C. §812; 21 C.F.R. §1308.11-1308.15.
Drug-Free Workplace Act of 1988, 41 U.S.C. §8101 et seq.
Safe and Drug-Free School and Communities Act of 1994, 20 U.S.C. §7101 et seq.
Drug-Free Workplace Act, 30 ILCS 580/
105 ILCS 5/10-20.5b.

CROSS REF.: 8,30
ADMIN. PROC.: 5.120-AP2

McLean County Unit District No. 5



ACKNOWLEDGEMENT, AGREEMENT, AND RECEIPT
OF
DRUG AND ALCOHOL FREE WORKPLACE POLICY

The undersigned hereby acknowledges receipt of a copy of the Drug and Alcohol Free Workplace policy. The undersigned hereby acknowledges and agrees that nothing contained in the policy including practices, and benefits stated herein are intended to create any contractual right, express or implied, to employment or to any particular term or condition of employment. We retain the right to revise, amend the policy or terminate any policy unilaterally without notice at any time and the Student Teacher's continued opportunity to student teach in McLean County Unit District No. 5 will be deemed acceptance of such revisions and modifications.

Print Name

Signature

Date

(This acknowledgement will be retained in the student teacher's file.)



McLean County CUSD #5
DISCLOSURE AND AUTHORIZATION FOR CONSUMER REPORTS
(BHR Fingerprint - School)

Disclosure

McLean County CUSD #5 has contracted with Bushue Background Screening in connection with my application for employment (including contract or volunteer services), I understand consumer reports will be requested by you ("End-User"). These reports may include, as allowed by law, the following types of information, as applicable: names and dates of previous employers, work experience, education, accidents, licensure, credit (as allowed by law – where required, you will be presented with additional disclosures), etc. I further understand that such reports may contain public record information such as, but not limited to: my driving record, judgments, evictions, criminal records, etc., from federal, state, and other agencies that maintain such records. If I am hired, I understand that my employer can use this disclosure and authorization to continue to obtain such consumer reports throughout my employment, contract period or volunteer service.

Authorization

I, _____, hereby authorize procurement of consumer report(s) and investigative consumer report(s) by End-User. If hired (or contracted), this authorization shall remain on file and shall serve as ongoing authorization for End-User to procure such reports at any time during my employment, contract, or volunteer period. I authorize without reservation, any person, business or agency contacted by the consumer reporting agency to furnish the above-mentioned information. This authorization is conditioned upon the following representations of my rights:

I understand I have the right to make a request to the consumer reporting agency: Bushue Human Resources, Inc. d/b/a Bushue Background Screening ("Agency"), 302 East Jefferson Avenue, Suite B, Effingham, IL 62401, telephone number (217) 342-3042 or toll free at (877) 342-3042, upon proper identification, to obtain copies of any reports furnished to End-User by the Agency and to request the nature and substance of all information in its files on me at the time of my request, including the sources of information, and the Agency, on End-User's behalf, will provide a complete and accurate disclosure of the nature and scope of the investigation covered by any investigative consumer report(s). The Agency will also disclose the recipients of any such reports on me which the Agency has previously furnished within the two year period for employment requests, and one year for other purposes preceding my request (California three years). I hereby consent to End-User obtaining the above information from the Agency. I understand that I can dispute, at any time, any information that is inaccurate in any type of report with the Agency. I may view the Agency's privacy policy at their website: www.bushuebackgroundscreening.com.

I understand that if the End-User is located in California, Minnesota or Oklahoma, that I have the right to request a copy of any report End-User receives on me at the time the report is provided to End-User. By checking the following box, I request a copy of all such reports be sent to me. Check here:

As a California applicant, I understand that I have the right under Section 1786.22 of the California Civil Code to contact the Agency during reasonable hours (9:00 a.m. to 5:00 p.m. (CTZ) Monday through Friday) to obtain all information in Agency's file for my review. I may obtain such information as follows: 1) In person at the Agency's offices, which address is listed above. I can have someone accompany me to the Agency's offices. Agency may require this third party to present reasonable identification. I may be required at the time of such visit to sign an authorization for the Agency to disclose to or discuss Agency's information with this third party; 2) By certified mail, if I have previously provided identification in a written request that my file be sent to me or to a third party identified by me; 3) By telephone, if I have previously provided proper identification in writing to Agency; and 4) Agency has trained personnel to explain any information in my file to me and if the file contains any information that is coded, such will be explained to me.

I understand that if I am applying for employment in New York, that I have the right to receive a copy of Article 23-A of the New York Correction Law _____ (initial if this applies).

I understand that if the report is provided to an employer in the State of Washington, that I can contact the following office for more information regarding my rights under Washington state law in regard to these reports: State of Washington Attorney General, Consumer Protection Division, 800 5th Ave, Ste. 2000, Seattle, Washington 98104-3188, (206) 464-7744.

I understand that I have rights under the Fair Credit Reporting Act, and I acknowledge receipt of the Summary of Rights _____ (initials).

Bushue Background Screening

A Division of Bushue Human Resources, Inc.

Bushue Background Screening is the fingerprinting /background screening provider for McLean Unit District No. 5

A fingerprint criminal check is a requirement by the Illinois School Code. Background checks are conducted through the submission of fingerprints to the Illinois State Police and FBI.

Cost \$52.00 payable to Unit 5 and given to Unit 5 District office with Student Teaching Packet. You can also pay online for a small fee at link below.

<https://unit5.revtrak.net/unit-5/#/v/Unit-5-Criminal-Background-Check-Student-Teaching>

Instructions

Applicants / New Employees / Student Teachers

- To schedule a fingerprinting appointment please call Bushue at **217-342-3042, Monday –Friday, 8:00 a.m.—5:00 p.m.**
- Or Log on to <https://www.bushuebackgroundscreening.com/schedule> to schedule an appointment online.
- Appointments can be completed at **2416 E. Washington Street, Suite D2 Bloomington Illinois — The Arches 1 — Front of Building** or another location given to you by Bushue.
- Days of appointments varies each week. They are in Bloomington/Normal at least 2 days each week.
- Prior to your appointment with Bushue please complete attached information sheet and give to Samantha Rich at Unit 5 office 1809 W. Hovey Ave, Normal. 309-557-4025.
- Bring valid photo ID on the day your prints are to be conducted.



McLean County CUSD #5

(BHR Fingerprint - School)

*Information is used for background screening purposes only.

PLEASE PRINT LEGIBLY				
Applicant's Legal Name (full name)	First:	Middle:	Last:	
Alias or Maiden Name	First:	Middle:	Last:	
Home Address:	Street Address:	City:	State:	Zip:
APPLICANT INFORMATION				
Date of Birth (MM/DD/YYYY): ____/____/____		Social Security Number: ____-____-____		Place of Birth (state):
Phone Number:		Email Address:		
Driver's License Number:		State of Issuance:	Gender: Male Female	
Race (Circle):	Skin Tone (Circle):	Eye Color (Circle):	Hair Color (Circle):	Height:
Indian/Alaskan	Black	Black	Bald	____ ft. ____ in.
Asian	Dark Brown	Blue	Black	
Black	Light Brown	Brown	Blonde	Weight
Pacific Islander	Fair	Green	Brown	
White/Caucasian	Light	Gray	Gray	
Hispanic/Latino	Medium	Hazel	Sandy	
Unknown/Other	Olive	Other	Red	
Circle if applicable: Student Teacher Bus Driver Contractor				
Position Applying For (if contractor, list the name of your employer): _____				
APPLICANT SIGNATURE AND DATE				
Signature (if under the age of 18, parent/guardian signature is required):			Date:	

Office Use Only: Bushue Background Screening			
Proof of Identity:		ORI Number:	
DL State ID Passport Birth Certificate SSC	Regular: IL057005S Bus Driver: SB0570005		
Technician:	Technician License Number:	TCN:	Purpose Code:
	249.000		
Date of Fingerprint:	Time:	Location:	Payment Amount _____
			Payment Type: Cash M.O CC _____

General Personnel – Workplace Harassment Prohibited

The District expects the workplace environment to be productive, respectful, and free of unlawful discrimination, including harassment. District employees shall not engage in harassment or abusive conduct on the basis of an individual's race, color, religion, national origin, sex, sexual orientation, age, citizenship status, disability, pregnancy, marital status, order of protection status, military status, or unfavorable discharge from military service, nor shall they engage in harassment or abusive conduct on the basis of an individual's other protected status identified in Board policy 5.10, *Equal Employment Opportunity and Minority Recruitment*. Harassment of students, including, but not limited to, sexual harassment, is prohibited by Board policies 2.260, *Uniform Grievance Procedure*; 2:265, *Title IX Sexual Harassment Grievance Procedure*; 7.20, *Harassment of Students Prohibited*; 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; and 7:185, *Teen Dating Violence Prohibited*.

The District will take remedial and corrective action to address unlawful workplace harassment, including sexual harassment.

Sexual Harassment Prohibited

The District shall provide a workplace environment free of verbal, physical, or other conduct or communications constituting harassment on the basis of sex as defined and otherwise prohibited by State and federal law.

District employees shall not make unwelcome sexual advances or request sexual favors or engage in any unwelcome conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment prohibited by this policy includes, but is not limited to, verbal, physical, or other conduct. The terms intimidating, hostile, or offensive include, but are not limited to, conduct that has the effect of humiliation, embarrassment or discomfort. Sexual harassment will be evaluated in light of all the circumstances.

Making a Report or Complaint

Employees and *nonemployees* (persons who are not otherwise employees and are directly performing services for the District pursuant to a contract with the District, including contractors, and consultants) are encouraged to promptly report information regarding violations of this policy. Individuals may choose to report to a person of the individual's same gender. Every effort should be made to file such reports or complaints as soon as possible, while facts are known and potential witnesses are available.

Aggrieved employees, if they feel comfortable doing so, should directly inform the person engaging in the harassing conduct or communication that such conduct or communication is offensive and must stop.

Whom to Contact with a Report or Complaint

An employee should report claims of harassment, including making a confidential report, to any of the following: his/her immediate supervisor, the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager. Employees may also report claims

using Board policy 2.260, *Uniform Grievance Procedure*. If a claim is reported using Board policy 2.260, the Complaint Manager shall process and review the claim according to that policy, in addition to any response required by this policy.

Please see Board policy 2.260, *Uniform Grievance Procedure* for the names, office addresses, email addresses, and telephone numbers of the District's current Nondiscrimination Coordinator and Complaint Managers. The Nondiscrimination Coordinator also serves as the District's Title IX Coordinator.

Nondiscrimination Coordinator: Name: M. Curt Richardson
Address: 1809 West Hovey Ave, Normal, IL 61761
Email: richardmc@unit5.org
Telephone: (309) 557-4082

Complaint Manager: Name: Roger Baldwin
Address: 1809 West Hovey Ave, Normal IL 61761
Email: baldwinr@unit5.org
Telephone: (309) 557-4026

Investigation Process

Any District employee who receives a report or complaint of harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator or a Complaint Manager. Any employee who fails to promptly forward a report or complaint may be disciplined, up to and including discharge.

Reports and complaints of harassment will be confidential to the greatest extent practicable, subject to the District's duty to investigate and maintain a workplace environment that is productive, respectful, and free of unlawful discrimination, including harassment.

For any report or complaint alleging sexual harassment that, if true, would implicate Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), the Nondiscrimination Coordinator or designee shall consider whether action under policy 2:265, *Title IX Sexual Harassment Grievance Procedure*, should be initiated.

For any other alleged workplace harassment that does not require action under policy 2:265, *Title IX Sexual Harassment Grievance Procedure*, the Nondiscrimination Coordinator or a Complaint Manager or designee shall consider whether an investigation under policy 2:260, *Uniform Grievance Procedure*, and/or 5:120, *Employee Ethics; Conduct, and Conflict of Interest*, should be initiated, regardless of whether a written report or complaint is filed.

Reports That Involve Alleged Incidents of Sexual Abuse of a Child by School Personnel

An alleged incident of sexual abuse is an incident of sexual abuse of a child, as defined in 720 ILCS 5/11-9.1A(b), that is alleged to have been perpetrated by school personnel, including a school vendor or volunteer, that occurred: on school grounds during a school activity; or outside of school grounds or not during a school activity.

Any complaint alleging an incident of sexual abuse shall be processed and reviewed according to policy 5:90, *Abused and Neglected Child Reporting*. In addition to reporting the suspected abuse, the complaint shall also be processed under policy 2:265, *Title IX Sexual Harassment Grievance Procedure*, or policy 2:260, *Uniform Grievance Procedure*.

Enforcement

A violation of this policy by an employee may result in discipline, up to and including discharge. A violation of this policy by a third party will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the District, e.g., vendor, parent, invitee, etc. Any employee making a knowingly false accusation regarding harassment will likewise be subject to disciplinary action, up to and including discharge.

Retaliation Prohibited

An employee's employment, compensation, or work assignment shall not be adversely affected by complaining or providing information about harassment. Retaliation against employees for bringing complaints or providing information about harassment is prohibited (see Board policy 2:260, *Uniform Grievance Procedure*), and depending on the law governing the complaint, whistleblower protection may be available under the State Officials and Employees Ethics Act (5 ILCS 430/), the Whistleblower Act (740 ILCS 174/), and the Ill. Human Rights Act (775 ILCS 5/).

An employee should report allegations of retaliation to his/her immediate supervisor, the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

Employees who retaliate against others for reporting or complaining of violations of this policy or for participating in the reporting or complaint process will be subject to disciplinary action, up to and including discharge.

Recourse to State and Federal Fair Employment Practice Agencies

The District encourages all employees who have information regarding violations of this policy to report the information pursuant to this policy. The following government agencies are available to assist employees: the Ill. Dept. of Human Rights and the U.S. Equal Employment Opportunity Commission.

The Superintendent shall use reasonable measures to inform staff members, applicants, and nonemployees of this policy, which shall include posting on the District website and/or making this policy in the appropriate handbooks.

LEGAL REF.: Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq.; 29 C.F.R. §1604.11.
Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq.; 34 C.F.R. Part 106.
State Officials and Employees Ethics Act, 5 ILCS 430/70-5(a).
Ill. Human Rights Act, 775 ILCS 5/2-101(E) and (E-1), 5/2-102(A), (A-10), (D-5), 5/2-102(E-5), 5/2-109, 5/5-102, and 5/5-102.2.
56 Ill. Admin. Code Parts 2500, 2510, 5210, and 5220.
Burlington Industries v. Ellerth, 524 U.S. 742 (1998).
Crawford v. Metro. Gov't of Nashville Davidson County, 555 U.S. 271 (2009).
Faragher v. City of Boca Raton, 524 U.S. 775 (1998).
Franklin V. Gwinnett Co. Public Schools, 503 U.S. 60 (1992).
Harris v. Forklift Systems, 510 U.S. 17 (1993).
Jackson v. Birmingham Bd. of Educ., 544 U.S. 167 (2005).
Meritor Savings Bank v. Vinson, 477 U.S. 57 (1986).
Oncale v. Sundown Offshore Services, 523 U.S. 75 (1998).

Porter v. Erie Foods International, Inc., 576 F.3d 629 (7th Cir. 2009).
Sangamon County Sheriff's Dept. v. Ill. Human Rights Com'n, 233 Ill.2d 125 (Ill. 2009).

Vance v. Ball State University, 133 S.Ct. 2434 (2013).

CROSS REF.: 2.260, 2.265, 4.60, 5.10, 5.90, 5.120, 7.20, 8.30

Administrative Procedure - Acceptable Use of the District's Electronic Network and Instructional Technology

Definitions

Electronic Network - The District's electronic network includes, but is not limited to, its cloud storage, servers, routers, switches, connections, hardware, and all connected devices, regardless of whether they are owned by the District, including computers, laptops, Chromebooks, tablets, cell phones, copiers, and printers.

Instructional Technology - All computers, laptops, Chromebooks, tablets, cell phones, email, educational technologies, online applications or services, mobile applications, network files, computer files, or accounts designed, marketed, primarily used for, or provided or made available by the District to students or staff for K-12 school purposes.

Terms and Conditions

All use of the District's electronic network and instructional technology shall be consistent with the District's goal of promoting educational excellence by facilitating resource sharing, innovation, and communication. This procedure does not attempt to state all required or prohibited behavior by users. However, some specific examples are provided. **The failure of any user to follow this procedure may result in the loss of privileges, disciplinary action, and/or legal action.**

1. **Use is a Privilege** - Use of the District's electronic network and instructional technology is a privilege, not a right. Inappropriate use of these resources may result in loss of privileges, disciplinary action, and/or referral to legal authorities by school administrators. Access to the District's electronic network or instructional technology may be limited, suspended, or revoked at any time.
2. **Acceptable Use** - All use of the District's electronic network or instructional technology must be: (1) in support of education and/or research, and consistent with the District's educational objectives, or (2) for a legitimate school business purpose. Staff members shall supervise students while students are using the District's electronic network and instructional technology to ensure students abide by the Terms and Conditions for access contained in this procedure.
3. **Unacceptable Use** - The user is responsible for his or her actions and activities involving the District's electronic network and instructional technology. Some examples of unacceptable uses are:
 - a. Using the electronic network or instructional technology for any illegal activity, including violation of copyright or other contracts, or transmitting any material in violation of any State or federal law;
 - b. Recording an audio or video conference (e.g. Google Meet, Webex, Zoom) without disclosing the conference is being recorded and without the permission of a staff member;
 - c. Unauthorized downloading of software, regardless of whether it is copyrighted or de-licensed;
 - d. Downloading of copyrighted material for other than personal use;
 - e. Using the electronic network or instructional technology for private financial or commercial gain;
 - f. Wastefully using resources, such as file space;
 - g. Hacking or gaining unauthorized access to files, resources, or entities;

- h. Invading the privacy of individuals, that includes the unauthorized disclosure, dissemination, and use of information about anyone that is of a personal nature including a photograph;
 - i. Using another user's account or password;
 - j. Posting material authored or created by another without his/her consent;
 - k. Posting anonymous messages;
 - l. Using the electronic network or instructional technology for commercial or private advertising;
 - m. Accessing, submitting, posting, publishing, or displaying any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, harassing, or illegal material; and
 - n. Using the electronic network or instructional technology while access privileges are suspended or revoked.
4. **Network Etiquette** - Each user is expected to abide by the generally accepted rules of user etiquette. These include, but are not limited to, the following:
- a. Be polite. Do not harass, attack, or become abusive in messages to others. Do not send or display offensive messages or pictures.
 - b. Use appropriate language. Do not swear, use obscene, vulgar, or any other inappropriate language.
 - c. Do not reveal personal or confidential information, including personally identifiable information contained in student records or personal addresses, telephone numbers, or email addresses of students or colleagues.
 - d. Recognize that communication is not private. People who operate the District's electronic network have access to all communication sent via email or District provided apps. Messages relating to or in support of illegal activities may be reported to the authorities.
 - e. Do not use the District's electronic network in any way that would disrupt its use by other users.
5. **Filtering, Monitoring, and Review** - The District filters Internet content on the District's electronic network and instructional technology in order to comply with local, state, and federal laws and to remove access to websites and Internet servers that contain visual depictions that are: (1) obscene, (2) pornographic, or (3) have been deemed to contain harmful or inappropriate content, as defined by the Children's Internet Protection Act and as determined by the Superintendent or designee. Report any errors found regarding filtered or unfiltered sites immediately to an administrator or the Technology Department. Information stored, transmitted, or communicated on the District's electronic network or instructional technology is not to be considered private or permanent. The District retains the right to monitor the District's electronic network and instructional technology use without warning or notice and to remove data or files found on the electronic network or instructional technology that violate this procedure or that are not in direct support of an educational purpose or business. The District further retains the right to maintain and review back-up copies of the District's electronic network, instructional technology, electronic systems, files, data, apps, communications, and email. Information gained through monitoring or review may be used as evidence in any disciplinary or legal action.
6. **No Warranties** - The District makes no warranties of any kind, whether expressed or implied, for the service it is providing. The District will not be responsible for any damages the user may

suffer while using the District's electronic network or instructional technology. These damages may include, but are not limited to, loss of data as a result of delays, non-deliveries, mis-deliveries, or service interruptions caused by the system or by employee error or omission. Use of any information obtained via the information system is at the user's own risk. The District specifically denies any responsibility for the accuracy of information obtained through electronic information resources.

7. **Indemnification** - The user agrees to indemnify the School District for any losses, costs, or damages, including reasonable attorney fees, incurred by the District relating to, or arising out of, any violation of this procedure.
8. **Security** - Electronic network security is a high priority. If the user can identify a security problem on the District's electronic network, the user must notify the system administrator or building administrator. Do not demonstrate the problem to other users. Keep your account and password confidential. Do not use another individual's account without written permission from that individual. Attempts to log-on to the District's electronic network as a system administrator will result in revocation of user privileges. Any user identified as a security risk may be denied access to the electronic network.
9. **Vandalism** - Vandalism is defined as any malicious attempt to harm or destroy property of the user, another user, or of any other agencies or networks that are connected to the District's electronic network as well as the Internet. Vandalism also includes, but is not limited to, overloading of data on the server as well as the uploading, downloading or creation of computer viruses in an intentional manner. Vandalism is considered a violation of this procedure and as such is subject to loss of privileges, disciplinary action, or legal action as deemed appropriate by the administration.
10. **Telephone Charges** - The District assumes no responsibility for any unauthorized charges or fees, including telephone charges, long-distance charges, per-minute surcharges, and/or equipment or line costs.
11. **Copyright Web Publishing Rules** - Copyright law and District policy prohibit the re-publishing of text or graphics found on the web or on District websites or file servers without explicit written permission.
 - a. For each re-publication (on a website or file server) of a graphic or a text file that was produced externally, there must be a notice at the bottom of the page crediting the original producer and noting how and when permission was granted. If possible, the notice should also include the web address of the original source.
 - b. Students and staff engaged in producing web pages must provide library media specialists with email or hard copy permissions before the web pages are published. Printed evidence of the status of "public domain" documents must be provided.
 - c. The absence of a copyright notice may not be interpreted as permission to copy the materials. Only the copyright owner may provide the permission. The manager of the website displaying the material may not be considered a source of permission.
 - d. The fair use rules governing student reports in classrooms are less stringent and permit limited use of graphics and text.
 - e. Student work may only be published if there is written permission from both the parent/guardian and student.
12. **Student Email** - Email provided to students and staff of the District is primarily for internal educational communications. Student email addresses should not be made available to the public unless deemed appropriate by the administration. Student personal use of District provided email resources is prohibited. Any use should be in the scope of the educational

curriculum and teacher expectations of utilizing the tool for instructional purposes. Student to student, student to teacher, student to administrator email correspondence should follow proper etiquette guidelines listed in Section 4 of this procedure.

- a. The District reserves the right to access and disclose the contents of any account on its system, without prior notice or permission from the account's user. Unauthorized access by any student or staff member to an email account is strictly prohibited.
- b. Each person should use the same degree of care in drafting an email message as would be put into a written memorandum or document. Nothing should be transmitted in an email message that would be inappropriate in a letter or memorandum.
- c. Electronic messages transmitted via the School District's Internet gateway carry with them an identification of the user's Internet domain. This domain is a registered name and identifies the author as being with the School District. Great care should be taken, therefore, in the composition of such messages and how such messages might reflect on the name and reputation of the School District. Users will be held personally responsible for the content of any and all email messages transmitted to external recipients.
- d. Any message received from an unknown sender via the Internet should either be immediately deleted or forwarded to the system administrator. Downloading any file attached to any Internet-based message is prohibited unless the user is certain of that message's authenticity and the nature of the file so transmitted.
- e. Use of the School District's email system constitutes consent to these regulations.

13. Receipt and Agreement - Acknowledgement by parents and students of receipt and agreement to this procedure during registration is required before access to the District's Network will be granted. Staff will acknowledge receipt and agreement to this procedure on an annual basis.

Access to Electronic Networks

Electronic networks and instructional technology, including the Internet, are a part of the District's instructional program and serve to promote educational excellence by facilitating resource sharing, innovation, and communication. The Superintendent shall develop an implementation plan for this policy and appoint system administrator(s).

The District is not responsible for any information that may be lost, damaged, or become unavailable when using the network, or for any information that is retrieved or transmitted via the Internet. Furthermore, the District will not be responsible for any unauthorized charges or fees resulting from access to the Internet.

Curriculum and Appropriate Online Behavior

The use of District's electronic networks and instructional technology shall: (1) be consistent with the curriculum adopted by the District as well as the varied instructional needs, learning styles, abilities, and developmental levels of the students; and (2) comply with the selection criteria for instructional materials and library resource center materials. As required by federal law and Board policy 6.60, Curriculum Content, students will be educated about appropriate online behavior, including but not limited to: (1) interacting with other individuals on social networking websites and in chat rooms; and (2) cyberbullying awareness and response. Staff members may, consistent with the Superintendent's implementation plan, use the Internet throughout the curriculum.

The District's electronic network and instructional technology are part of the curriculum and are not a public forum for general use.

Acceptable Use of Electronic Network and Instructional Technology

All use of the District's electronic network must be: (1) in support of education and/or research, and be in furtherance of the goals stated herein; or (2) for a legitimate school business purpose. Use is a privilege, not a right. Students and staff members have no expectation of privacy in any material that is stored, transmitted, or received via the District's electronic networks or District computers. General rules for behavior and communications apply when using electronic networks. The District's administrative procedure, *Acceptable Use of the District's Electronic Network and Instructional Technology*, contains the appropriate uses, ethics, and protocol. Electronic communications and downloaded material, including files deleted from a user's account but not erased, may be monitored or read by school officials.

Internet Safety and CIPA Compliance Statement

Technology protection measures shall be used on each District computer or device with Internet access. They shall include a filtering device that protects against Internet access by both adults and minors to visual depictions that are: (1) obscene, (2) pornographic, or (3) harmful or inappropriate for students, as defined by federal law and as determined by the Superintendent or designee. The Superintendent or designee shall enforce the use of such filtering devices.

An administrator, supervisor, or other authorized person may disable the filtering device for bona fide research or other lawful purpose, provided the person received prior permission from the Superintendent or system administrator.

The Superintendent or designee shall include measures in this policy's implementation plan to address the following:

1. Ensure staff supervision of student access to online electronic networks,
2. Restrict student access to inappropriate matter as well as restricting access to harmful materials,
3. Ensure student and staff privacy, safety, and security of minors and students when using electronic communications,
4. Restrict unauthorized access, including "hacking" and other unlawful activities, and
5. Restrict unauthorized disclosure, use, and dissemination of personally identifiable information, such as, names and addresses.

Authorization for Electronic Network and Instructional Technology Access

Each student and staff member must agree to the *Authorization for Access to the District's Electronic Network and Instructional Technology* as a condition for using the District's electronic network and instructional technology.

The failure of any student or staff member to follow the terms of the District's administrative procedure, *Acceptable Use of the District's Electronic Network and Instructional Technology*, or this policy, will result in the loss of privileges, disciplinary action, and/or appropriate legal action. Students may be disciplined for off-campus conduct, including on-line "speech", if the conduct materially disrupts the school environment or can be reasonably expected to do so.

LEGAL REF.: No Child Left Behind Act, 20 U.S.C. §6777.
Children's Internet Protection Act, 47 U.S.C. §254(h) and (l).
Enhancing Education Through Technology, 20 U.S.C. §6751 et seq.
47 C.F.R. Part 54, Subpart F, Universal Service Support for Schools and Libraries.
720 ILCS 5/26.5.

CROSS REF.: 5.100, 5.170, 6.40, 6.60, 6.210, 6.220, 6.230, 6.260, 7.130, 7.190, 7.310

ADMIN.PROC.: 6.235-AP1, 6.235-AP1, E1, 6.235-AP1, E2

McLean County Unit District No. 5

State of Illinois – Dept. of Children & Family Services

ACKNOWLEDGEMENT OF MANDATED REPORTER STATUS

I, _____ understand that when I am working and/or
(Name)

Volunteering for McLean County Unit District No. 5 in my official capacity and/or professional:

I will become a mandated reporter under the Abused and Neglected Child Reporting Act [325 ILCS 5/4]. This means that I am required to report or cause a report to be made to the child abuse hotline number (1-800-25A-BUSE) whenever I have reasonable cause to believe that a child known to me in my professional or official capacity may be abused or neglected. I understand that there is no charge when calling the Hotline number and that the Hotline operates 24-hours per day, 7 days per week, 365 days per year.

I further understand that the privileged quality of communication between me in my professional or official capacity is not grounds for failure to report suspected child abuse or neglect. I know that if I willfully fail to report suspected child abuse or neglect, I may be found guilty of a Class A misdemeanor.

I also understand that if I am subject to licensing under the Illinois Nursing Act of 1987, the Medical Practice Act of 1987, The Illinois Dental Practice Act, the School Code, the Acupuncture Practice Act, the Illinois Optometric Practice Act of 1987, The Illinois Physical Therapy Act, the Physician Assistants Practice Act of 1987, the Podiatric Medical Practice Act of 1987, the Clinical Psychologist Licensing Act, the Clinical Social Work and Social Work Practice Act, the Illinois Athletic Trainers Practice Act, the Dietetic and Nutrition Services Practice Act, the Marriage and Family Therapy Act, the Naprapathic Practice Act, the Respiratory Care Practice Act, the Professional Counselor and Clinical Professional Counselor Licensing Act, the Illinois Speech-Language Pathology and Audiology Practice Act, I may be subject to license suspension or revocation if I willfully fail to report suspected child abuse or neglect.

I affirm that I have read this statement and have knowledge and understanding of the reporting requirements, which apply to me under the Abused and Neglected Child Reporting Act.

Signature

Date

McLean County Unit District No. 5



1809 W. Hovey Avenue
Normal, IL 61761

REQUIRED TUBERCULOSIS TEST

(To be filed with District Office at the beginning of student teaching.)

Name of Student Teacher _____
Address _____
Social Security Number _____

PHYSICIAN'S CERTIFICATE

I hereby certify that the above named student teacher has completed a TB test and is free from communicable disease.

Date of TB Test _____
Test Results _____
Signature of Physican _____