

Limestone Community High School Random Drug/Alcohol/Tobacco Testing Policy

Application

This policy applies to: (1) all school sponsored co-curricular activities conducted by and representing Limestone Community High School (“LCHS”) where participation is voluntary, including but not limited to all athletic teams, cheerleading, dance, band, color/winter guard, speech, plays and musicals, Madrigals, scholastic bowl, National Honor Society, bass fishing, robotics, yearbook, newspaper, chess, welding, automotive, Key Club, and student council; (2) students who have a registered parking pass for a District parking lot. Students eligible for random testing under this policy will be referred to as “participants.”

Apart from this policy, the Illinois High School Association, as well as each activity’s coaching staff or sponsor, may have additional team or activity rules and requirements. Coaches and sponsors have the necessary authority to enforce those rules. Any participant who violates a team or activity rule or requirement is subject to the consequences as defined in those rules and requirements.

Philosophy and Purpose

Co-curricular participation at LCHS serves as an integral part of the student’s educational experience. Experience through co-curricular activities contributes to the knowledge, skills, and emotional patterns, which the student possesses. The Board of Education further believes that by participating in co-curricular activities, students are provided the potential for becoming better persons and citizens. Participation in co-curricular activities is a privilege which carries with it responsibilities to the school, activity, team, student body, community and to the students themselves.

These privileges are not an absolute right. Students misusing legal or using illegal drugs or alcohol, or who use tobacco products, pose a threat to their own health and safety, and may even to those who compete with them. Similarly, using a motor vehicle to drive to school and back is also a privilege that carries with it a responsibility to the community to operate a motor vehicle safely.

The purpose of this policy is threefold: (1) Provide for the health and safety of students engaged in interscholastic activities and driving to and from school;

(2) Undermine the effects of peer pressure by providing a legitimate reason for students to refuse to use illegal drugs, alcohol and tobacco; and (3) Encourage students who use drugs and alcohol to participate in treatment programs.

This policy is designed to create a safe, drug/alcohol/tobacco free environment, and to provide professional help when needed. It is not intended to punish a student other than possibly barring such student from participation in interscholastic activities and parking privileges. Accordingly, the results of any drug/alcohol/tobacco test administered under this policy shall be used only for determination of eligibility to participate in co-curricular activities or to park in District parking lots and for no other purpose, other than when there has been a violation of the Illinois School Code. These reports may be shared with the Board of Education.

The Superintendent or designee shall develop procedures to implement this policy. Students testing may be administered randomly during or after school, during practices, during off season workouts, or during co-curricular events.

No student shall be expelled or suspended from school, nor penalized academically, as a result of any verified positive test conducted pursuant to random testing. The results of a drug/alcohol/tobacco test under this policy will not be documented in any participant's student record. Information regarding the results of tests under this policy will not be disclosed to criminal or juvenile authorities without legal compulsion by valid subpoena or court order.

This policy does not affect the policies, practices, or rights of the District with respect to any other student search or substance abuse testing policies.

Consent

To be eligible to try out for, or to participate in the above activities, or to utilize District parking lots, each student and his or her parent(s)/guardian(s), must give written consent to random drug/alcohol/tobacco testing under this policy. Failure to sign the "Random Testing Policy Informed Consent Agreement" attached to this policy will render the student ineligible to participate in any co-curricular activity, or to receive permission to use a District Parking lot to park his/her vehicle.

If the student or his/her parents/guardians refuse to sign the Informed Consent form, the student will not be permitted to be a member of the activity or obtain parking lot privileges until such Informed Consent form is signed.

Withdrawal of Consent

Consent for participation may be withdrawn under the following conditions:

1. Should a participant be unsuccessful in trying out for a team/activity under the try out procedures outlined and/or chooses not to be involved in any other activity for the remainder of the school year, the participant's/guardians shall send a letter to the Principal or his/her designee so indicating and requesting the removal of the participant's name from the random test list (unless the participant also has parking privileges).
2. Should a participant choose to give up parking privileges, the participant's/guardians shall send a letter to the Principal or his/her designee so indicating and requesting the removal of the participant's name from the random test list (unless the participant is participating in activities requiring consent).
3. Should a student elect to resume participating in any qualified activity during the school year that the withdrawal was approved, or requests reinstatement of parking privileges, the student will be required to be tested at the parents/guardians expense prior to trying out or participating in a co-curricular activity or obtaining parking privileges.

Random Testing Program Testing Procedures

1. Testing dates and times will be selected by the Principal, The frequency and percentage of participants to be selected will be determined by the Principal. The Athletic Director, or other appointee, utilizing a randomizing computer program, shall select participants for drug/alcohol/tobacco ~~drug~~ testing. Testing may occur on any day, Monday through Saturday. Names will be randomly selected from a pool of all participants. Each participant may be tested at any time during the calendar year.
2. No participant will be given advance notice or early warning of the testing.
3. If the randomly selected participant refuses to participate in the testing procedure or to give a sample, or if the participant is present at school then leaves without permission or the absence is unexcused, the participant will be considered the same as testing positive.
4. The set-up of the collection environment, guarantee of specimens, and supervision of the chain-of-custody will be performed by the designated Collection Agent.
5. Designated school personnel will deliver written notice to a participant who has been randomly selected. There will be minimal classroom interruptions. Designated school personnel will escort the participant to the Nurse's Office, which will serve as the confidential collection site. No participant is allowed to go to his or her locker.
6. Students will be instructed to remove all outer layers of clothing, empty all pockets, and wash their hands in the presence of the Collection Agent.
7. Testing will be performed in the presence of the Collection Agent by breath alcohol testing, urinalysis and/or saliva swab testing.

Upon being selected for breath alcohol testing, a participant must provide an adequate amount of breath so that the measuring device can measure any alcohol concentration in the breath. The presence of any detected alcohol will be deemed a positive test result.

Upon being selected for a urinalysis test, the participant shall provide a sample of "fresh" urine according to the quality control standards and policy of the laboratory conducting the urinalysis. If unable to produce a specimen, the student will be given up to 40 ounces of fluid. The Collection Agent reserves the right to search any student before entering the restroom in the Nurse's Office. The door will be closed while the student provides a urine specimen. The supervisor will wait outside the restroom. The student will have two minutes to produce a urine specimen. The commode will contain a dye so the water cannot be used to dilute the sample. The faucets in the restrooms will be shut off.

Upon being selected for the saliva swab test, the participant must swab the inside of his/her mouth in the presence of the Collection Agent.

8. Before a participant's urine or saliva is tested by the laboratory, he/she must sign any form that may be required by the testing laboratory. If a student chooses, he/she may notify school personnel and/or Collection Agent that he/she is taking a prescription medication.

9. A sanitized kit containing a specimen bottle will be given to each participant. The bottle will remain in the participant's possession until a seal is placed upon the bottle and the participant signs that the specimen is sealed. The seal may be broken only by the lab testing the specimen.
10. All urinalysis specimens registering below 90.5 degrees or above 99.8 degree Fahrenheit will be invalid. The heat strip on each specimen bottle indicates the validity of the urine specimen by temperature. If a specimen is invalid, the participant must provide another specimen within 3 hours.
11. A participant will be ineligible for all co-curricular activities or parking privileges for one calendar year if he/she tampers or cheats during the collection. If this is the participant's second or subsequent infraction, he/she will be ineligible for co-curricular activities or parking privileges for the remainder of their high school eligibility.
12. The participant will return to class or his/her activity when testing is concluded and is able to make up all work missed during that time.
13. Each specimen is given to the laboratory for testing.
14. If the seal is tampered with or broken, after leaving the student's possession and prior to arriving at the lab, the specimen is invalid. The student will remain eligible for co-curricular activities subject to a retest.
15. After it is sealed, the specimen will be transported to the testing laboratory utilizing the Chain of Custody. The testing laboratory will report results to the designated LCHS personnel.
16. In order to maintain confidentiality, the participant's name will not be on the urine specimen or saliva swab container. Instead, the participant's initials will appear on the container.

Test Results

1. The testing laboratory's Medical Review Officer will determine if there are positive drug/alcohol/tobacco test results.
2. Test results will be conveyed by the drug testing company via the Internet to designated school personnel within a specified time from the laboratory.
3. Depending upon the substances found in the urine specimen, the parent/guardian/custodian will be contacted to determine if the participant is taking any prescribed medication from a physician. If so, the parent/guardian will be asked to obtain a letter within five (5) school days from the prescribing physician verifying the medication. Failure to provide such requested information will be considered a positive result.
4. For participants who test positive, the participant will be notified by the Athletic or Activities Director, the parent/guardian will then be notified of the student's positive test result. The appropriate action per this policy will be administered.
5. The name of the participant who tests positive will be turned over to the Director or Guidance to begin the intervention process.

6. The School District reserves the right to continue testing at any time during the remaining calendar year for any participant who had a verified “positive” test.

7. Information on a verified “positive” test result may be shared on a need-to-know basis with the participant, and his/her parent(s)/guardian(s), the Principal, Athletic/Activity Director, coach, the participant’s dean and counselor, school nurse, Superintendent, Board of Education, District legal counsel, and other individuals who have a legitimate need-to-know given the circumstances.

8. The testing data will be kept on a secured computerized spread sheet, by student ID number, not name. This data will be shared with the Board of Education, twice annually as a status update.

Financial Responsibility

The School District will pay for all random drug tests. Once a participant has a verified “positive” test result, all follow up tests will be paid for by the participant’s parent(s)/guardian(s). Professional counseling and subsequent treatment by non-school agencies is the financial responsibility of the participant’s parent(s)/guardian(s).

Definitions

Drugs: As used in this Policy, drugs include, but are not limited to, amphetamines, anabolic steroids, barbiturates, benzodiazepines, Cannabis, cannabinoids, cocaine metabolite, creatine, methamphetamines, ethadone, methadone metabolite, marijuana metabolite, opiates, phencyclidine, propoxyphene, alcohol, and Controlled Substances, except where taken pursuant to a legal prescription issued to the student by a licensed physician.

Controlled Substance: As used in this Policy, "controlled substance" means any substance designated in the Schedule of Controlled Substances in the Illinois Controlled Substances Act (720 ILCS 570/201 et seq.), as the Schedule currently exists or as hereafter amended.

Tobacco products: As used in this Policy, tobacco products include cigarettes, cigars, pipe tobacco, and chewing tobacco.

Consequences of a positive drug/alcohol/tobacco test

Before any action against a participant is taken pursuant to this policy the participant shall be informed of the proposed action by the Athletic Director or Activities Director, or an individual at their direction, and be given the opportunity to respond at that time. The parents of the participant will be notified in writing of the violations and the procedures required for reinstatement of eligibility for the participant. If the participant or parent/guardian requests another test of a “positive” specimen, the financial responsibility of a second test will be with the participant’s parent or guardian.

First Infraction: For a first “positive” result, the participant will be suspended from the activity, game, competition, event or club activity for 1/2 of the season. The participant will be required to meet with his/her guidance counselor who will provide the family and school with results and recommendations. Participant’s parking privileges will be also be revoked for 45 school days. If less than 1/2 of the season remains, the suspension will be carried over to the next activity or sport in which the participant participates until the penalty has been satisfied.

Second Infraction: For a second “positive” result, the participant will be suspended from all games, competitions, events or club activities for one calendar year from the date of the second infraction. Participant will meet with a certified drug and alcohol counselor for screening at family’s expense. Screener will provide family and school with results and recommendations. Participant will lose parking privileges for one calendar year from the date of the second infraction.

Third Infraction : Upon a third “positive, “ the participant student will not be allowed to participate in co-curricular activities including club membership for the remainder of his or her high school career. Parking privileges will be revoked for the remainder of his or her high school career.

Multiple Activities: If a student participant with a “positive” test participates in more than one activity at the time of the violation, the suspension will apply to each activity.

Out-of-Season Violations: If the “positive” test violation occurs out-of-season, the penalty will be applied to the beginning of the next season. Parking privileges will be suspended at the time of the violation.

RANDOM TESTING POLICY INFORMED CONSENT AGREEMENT PAGE 1

STUDENT NAME _____

LEVEL _____

AS A STUDENT:

- I understand and agree that participation in athletic activities, co-curricular activities, and/or parking on school property are privileges that may be withdrawn for violations of the Limestone Community High School Random Drug/Alcohol/Tobacco Testing Policy (“the Policy”).
- I have read the Policy and thoroughly understand the consequences that I will face if I do not honor my commitment to the Policy.
- I understand that when I participate in any athletic activities, co-curricular activities, and/or parking on school property I will be subject to random drug/alcohol/tobacco testing, and if I refuse, I will not be allowed to practice or participate in any athletic activities, co-curricular/ activities, and/or to park on school property. I have read the Informed Consent Agreement and agree to its terms.
- I understand this agreement is binding while I am a student at Limestone Community High School.

STUDENT PRINTED NAME

STUDENT SIGNATURE

DATE

AS A PARENT/GUARDIAN/CUSTODIAN:

- I have read the Limestone Community High School Random Drug/Alcohol/Tobacco Testing Policy (“the Policy”) and understand the responsibilities of my son/daughter/ward as a participant in co-curricular activities, and/or parking on school property at Limestone Community High School.
- I understand that my son/daughter/ward, when participating in athletic activities, co-curricular activities, and/or parking on school property will be subject to random drug/alcohol/tobacco testing, and if he/she refuses, will not be allowed to practice or participate in any co-curricular activities, and/or to park on school property. I have read the Informed Consent Agreement and agree to its terms.
- I understand this agreement is binding while my son/daughter/ward is a participant in athletic activities, co-curricular activities, and/or parking on school property at Limestone Community High School. I understand my son/daughter/ward is a participant in random drug/alcohol/tobacco testing upon my consent and not just during their participation period during the school year.

PARENT/GUARDIAN/CUSTODIAN SIGNATURE

DATE

PARENT/GUARDIAN/CUSTODIAN PRINTED NAME

PHONE

OVER

