

Union Hill ISD Drug Policy and Contract

- 1) The objectives for this program are:
 - a. To allow each student in programs subject to testing to make a commitment against drug/alcohol use.
 - b. To provide a deterrent to drug/alcohol for students grades 7-12.
 - c. To ensure the health and safety of students participating in an extracurricular activity.
 - d. To provide a drug/alcohol education and counseling program for students who test positive for drug/alcohol use and for those students who are at risk for drug/alcohol use.
 - e. To provide students with a tool to deal with peer pressure.
- 2) Students in grades 7-12 who participate in extracurricular activities will be required to submit to drug/alcohol testing consistent with this policy. For the purpose of this policy, extracurricular activities include, but are not limited to:
 - a. All UIL activities;
 - b. School-sponsored student groups/clubs/organizations
 - c. Student Council;
 - d. All elected/appointed student officers;
 - e. Anyone who requests a permit to park a vehicle on school property.

Additionally, any student may voluntarily agree to participate in the drug testing program with the written consent of their parents/guardians and the payment of the proper drug/alcohol testing fees.

When the athletic director/sponsor/campus administrator has a reasonable suspicion that a student subject to the program is currently using drugs/alcohol, the athletic director or fine arts director may require the student to submit to test under this policy. "Reasonable suspicion" means a suspicion of drug/alcohol use based on specific observations made by teachers/coaches/administrators/sponsors of the appearance, speech, or behavior of a student subject to this policy; the reasonable inferences to this policy supplied to school officials by other students, staff members, or patrons.

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- Any controlled substance or dangerous drug as defined by state and federal law; without regard to amount, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate;
 - Alcohol or any alcoholic beverage;
 - Any simulated controlled substance or dangerous drug;
 - Any drug defined by the state and federal law without regard to amount;
 - Any abusable volatile chemical substance for inhalation;
 - Any prescription drug used in a manner not consistent with the prescription;
 - Any other intoxicant or mood changing, mind altering, or behavior altering drugs, including pills and other over-the-counter stimulants and sedatives; or
 - Any anabolic steroids.

- d. Principal
- e. Counselor
- f. Coach/sponsor of the specific activity in which the student participates at the time of the positive test.

All information related to the testing or the identification of students as a user of illegal drugs/alcohol will be protected by the District and its employees, officers, and agents as confidential, unless otherwise required by law, in response to overriding public health and safety concerns, or as authorized by the parent/guardian or student. The District will destroy the records maintained under this policy in accordance with the District's records retention schedule.

- 7) If the drug test indicates positive results, the laboratory will immediately forward the results to its MRO. The MRO will contact the parent/guardian to determine if prescription medication or other legal substances may have caused the positive result. The parent/guardian will have the opportunity to provide any prescriptions to the MRO for review and issuance of his/her determination. The MRO will contact the UHISD after all procedures have been completed, and they have determined the test to be a positive. The school designee will then contact the parent to set up a meeting with the student.

Consequences of Positive Testing

Consequences of a **FIRST** confirmed positive test result shall be as follows:

1. Required conference with parent/guardian and student.
2. A minimum 30 calendar day suspension from all extracurricular activities. This includes practices.
3. Parking permit is suspended for 30 calendar days.
4. Prior to rejoining any extracurricular activity, a negative test result must be obtained at the student's/parent's/guardian's expense.

Consequences of a **SECOND** confirmed positive test result shall be as follows:

1. Required conference with parent/guardian and student.
2. A minimum 120 calendar day suspension from all extracurricular activities. This includes practices.
3. Parking permit is suspended for 120 calendar days.
4. Prior to rejoining any extracurricular activity, a negative test result must be obtained at the student's/parent's/guardian's expense.

**Union Hill Independent School District
Drug/Alcohol Screening Test
Parent/Guardian/Student Consent Form**

I, _____ (printed name of student) and
_____ (printed name of parent/guardian) am the
parent/guardian of _____ (print name of student) a student
enrolled in the Union Hill Independent School District.

I understand that participation and an extracurricular activity is a privilege that may be withdrawn for violations of the Union Hill ISD Board Policies. I understand that extracurricular activities include, but are not limited to: all UIL activities; school sponsored student groups/clubs/organizations, student council; all elected/appointed student officers; and non-curriculum related student groups.

I acknowledge that I have received a copy of the random drug/alcohol testing program for Union Hill ISD. I have read the District's Policy and understand it the provisions of the random drug/alcohol testing program. I hereby consent to the testing provided by the program. I understand that participation in extracurricular activities at Union Hill ISD, as defined under the Policy, is conditioned upon my consent and participation in the random drug/alcohol testing program. In consideration of the benefits arising to me/my child from this activity, I hereby grant permission for me/my child to participate in the program. I further agree to and shall indemnify and hold harmless the District, its officers, agents and employees, from suits and liability of every kind, including expenses of litigation, court costs, and attorneys' fees for injury or damage which I or my child, or any other person might sustain as a result of my child's participation in the random drug/alcohol testing program.

I acknowledge that I have read and understand this consent and release. I represent that I am the parent/guardian of the student named above, and I hereby agree that we shall both be bound by the terms of the consent and release provisions set forth in the random drug/alcohol testing policy.

Circle which (Parent/Guardian Signature)

(Date)

I, the student noted above, acknowledge that I have read the foregoing consent and release and that I understand it and agree to be bound by its terms and the terms of the random drug/alcohol testing program.

(Student Signature)

(Date)