

DRUG EDUCATION, COUNSELING SCREENING AND TESTING PROGRAM REGULATION
SAFE HARBOR CONTRACT FOR

_____ (“Student-athlete”)

On _____ (Date), student-athlete obtained assistance in accordance with Safe Harbor of Section 5 of ECU’s *Drug Education, Counseling Screening and Testing Program Regulation* (“the Regulation”). Pursuant to the Safe Harbor, Student-athlete agrees to the following terms of the Safe Harbor:

1. Student-athlete agrees and understands that he/she may only utilize the Safe Harbor of the Regulation one time and confirms that Student-athlete has not previously entered into a safe harbor contract or utilized the Safe Harbor under the Regulation for substance abuse assistance.
2. Student-athlete consents to the Associate AD for Student Services making an initial appointment with the Center for Counseling and Student Development (CCSD) related to substance abuse counseling following the receipt of this safe harbor contract.
3. Student-athlete agrees to attend counseling sessions for a period deemed appropriate by the substance abuse counselor at the ECU CCSD.
4. Student-athlete consents to allow ECU CCSD to provide information related to student-athlete’s attendance and participation in substance abuse counseling for conformance with this contract to the Associate AD for Student Services and agrees to sign an *Authorization for Release of Information* with CCSD for this purpose.
5. Student-athlete agrees that the failure to participate in counseling with CCSD will be reported to Associate AD for Student Services and will result in automatic mandatory testing under the ECU’s regulation.
6. Student-athlete’s compliance with the terms of this contract invokes the Safe Harbor so that student-athlete will not be tested as part of the unannounced random testing cycles under ECU’s Regulation for thirty (30) days from the date student-athlete begins counseling with CCSD.
7. Student-athlete understands that following the thirty (30) day Safe Harbor, the student-athlete again becomes subject to the Regulation, including unannounced random testing.
8. Student-athlete understands that the Program is separate and distinct from the NCAA drug testing program, and that voluntary assistance or use of the Safe Harbor provision of Section 5 of the Regulation does not prevent a student-athlete from being required to participate in any NCAA test or from being held responsible by the NCAA and by ECU within the Program for any positive test result from an NCAA test. Additionally, if NCAA testing occurs, ECU will count a positive test administered by the NCAA as a positive test result in the Program.
9. Student-athlete agrees and understands that any charges received while under the Safe Harbor related to violations of the ECU Student Code of Conduct for Drugs, Drug Paraphernalia, and Other Controlled Substances will result breach of this safe harbor contract and will result in the termination of the thirty (30) day Safe Harbor period.

Printed Name of Student-Athlete

Sport/Team

Signature

Date