



## **CCSD 89 STUDENT-INFORMED CONSENT BinaxNOW COVID-19 TESTING PROGRAM**

Community Consolidated School District 89 (“District”) seeks to maintain a safe environment for employees, students, and their families in light of the COVID-19 outbreak. This Informed Consent form provides authorization for the district to perform a BinaxNOW COVID-19 test (“BinaxNOW Test”), on your student, and to release the results of those tests to the Illinois Department of Public Health and the DuPage County Health Department.

The BinaxNOW Test is an antigen test that detects the presence of the SARS-CoV-2, which is the virus that causes a COVID-19 infection, in about 15 minutes. The specimen for the test is collected via a nasal swab. This test is completely voluntary and will not be administered absent parent/guardian consent as memorialized on this form being signed.

The district seeks to administer the BinaxNOW test to students who present with symptoms of COVID-19. Do not send your student to school if he/she is exhibiting any symptoms of COVID-19. The BinaxNOW test is only intended to be administered to students who begin to exhibit symptoms during the school day. You have the right to discuss the proposed BinaxNOW Test with your student’s physician, to learn about the purpose, potential risks and benefits of the BinaxNOW Test.

In the event that your student’s BinaxNOW Test results are positive for COVID-19, you will be notified and encouraged to contact your student’s doctor. A BinaxNOW Test alone may not be sufficient to detect or rule out the possibility that your student has been exposed to or are infected with COVID-19. You should carefully monitor your student’s symptoms and, notwithstanding the results of any BinaxNOW Test, your student may be required to quarantine consistent with the Illinois Department of Public Health and the DuPage County Health Department’s guidance.

A BinaxNOW Test will be completed and interpreted by district employees. All positive and negative test results will be shared with the student’s parent/guardian for the purpose of seeking additional medical treatment. Test results will be available to any employees of the district with a legitimate educational interest, consistent with the Illinois School Student Records Act. Additionally, the district will use and share the following information in the manner described below:

1. The district will share positive and negative test results, student name, student date of birth, sex, race, ethnicity, and student address with the Illinois Department of Public Health via electronic transmission of this information using the Red Cap online reporting site. The purpose of this disclosure is to facilitate contact tracing and tracking of test usage.
2. The district will share positive and negative test results, student name, student date of birth, sex, race, ethnicity, and student address with the DuPage County Health Department via facsimile transmission. The purpose of this disclosure is to facilitate contact tracing and to assist the local health department in monitoring community transmission metrics.
3. The district will share positive and negative test results and student identifying information as otherwise permitted by law or guidance.

### **Acknowledgement of Risk and Waiver of Liability**

By signing below, I knowingly and voluntarily assume and accept all risks associated with my student’s participation in the BinaxNOW testing program. I also acknowledge that the results of a BinaxNOW test may not be sufficient to detect or rule out the possibility that my student has been exposed to or is infected with COVID-19 and that there is a potential for a false positive or false negative COVID-19 test result. BinaxNOW tests do not replace treatment by my student’s medical provider and I assume complete and full responsibility to take appropriate action with regard to my test results. In consideration of my student’s participation in the BinaxNOW testing program at no cost, I (parent/guardian) on behalf of myself and my student, and my agents, representatives, assigns, heirs, successors, hereby waive, release, indemnify, hold harmless and covenant not to sue the district, and its Board of Education, individual Board members, employees, agents, representatives, volunteers, insurers, and assigns, and each and every one of them, from and against any and all

claims, suits, liabilities, and causes of action, whether known or unknown, past, present, or future, including but not limited to any and all costs, expenses, attorney's fees, by reason of injury, illness, allergic reaction, property damage, loss, or death, arising out of, in connection with, or in any manner related to my student's participation in the BinaxNOW testing program, including any false test results and any resulting medical advice, course of treatment, or diagnoses, or related to the sharing of my student's test results or identifying information.

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As parent/guardian of the student named above, I consent to allow the district to complete the BinaxNOW test on my student. I further authorize the district to share my student's identifying information and the results of the BinaxNOW test in the manner described above. I have read, understand, and agree to the terms herein, including the Acknowledgment of Risk and Waiver of Liability. This Informed Consent is effective upon signature and will be valid through June 30, 2021, unless revoked in writing.

Student name: \_\_\_\_\_

Student school: \_\_\_\_\_ Student grade: \_\_\_\_\_

Parent/guardian name: \_\_\_\_\_

Parent/guardian signature: \_\_\_\_\_

Date: \_\_\_\_\_