

Browning Public Schools
Board Agenda Request
Meeting To Be Held: January 29, 2025



Recognition: Students Staff Parents
Information: Building Report Old Business Superintendent's Report
Action: Resignations Hiring Contract Service Agreements
 Travel Out-of-State Travel In State Approvals
 Termination Legal Matters Other:
 This action request pertains to Elementary (only) High School/District Wide

Date: 1/23/24

To: Rebecca Rappold
 District Superintendent

From: Bev Sinclair
Title: Director of Human Resources

Subject: **Approve Pre-employment Drug Testing Agreement 2024-2025**

Description: Approve Tahnee Armstrong Drug Testing for pre-employment, employees, and students for the remainder of the 2024-25 SY. Non-Exclusive contract.

Financial Impact: Costs are listed in attached documents.

Funding Source (Budget/grant, etc.): Human Resources

Attachment(s): Agreement/Price quotes.

Superintendent Action: Approved Denied Deferred Initial & date: _____

Comments: _____

Board Action: N/A (Info) Approved Denied Tabled to: _____

Agreement for Drug and Alcohol Program

January 29, 2025 – June 30, 2025

This agreement, made and entered into on January 29, 2025, between Tahnee Armstrong P.O. Box 2658, Browning, MT 59417 hereinafter referred to as “Company” and Browning School District, Browning, MT 59417 hereinafter referred to as “Client”.

Purpose of Engagement

Company will administer clients’ drug and alcohol testing program for all employees covered by regulation and non-covered employees.

In consideration of the mutual obligations hereunder, the parties agree as follows:

Company agrees to provide outside administrative services for client’s drug testing which includes the following:

Provide client with its results from laboratory

Maintain record of all drug tests

Above listed services will adhere to 49 CFR 40 Guidelines, Rules and Regulations including Par 382, Part 655 and 391-Controlled Substances and Alcohol use testing Et, al...and the Drug Free Workplace Acts of 1988 and 1989

Clients Obligations

Identify all of its employees subject to drug and alcohol testing. Distribute information regarding Clients employee’s policy to all affected Employees and adhere to drug and alcohol policy and procedures manual.

Relationship of the Parties

Tahnee Armstrong, is an independent contractor, and this agreement does not create a relationship of general agent, servant, employee, partnership, joint venture association.

Tahnee Armstrong, shall report to client the results of tests conducted by Tahnee Armstrong, in the manner requested by the Client

Terms of Payment

The pricing will be guaranteed for a period of one (1) year from acceptance date. Either party may cancel the agreement by giving the other party a ninety (90) day written notice.

Parties agree not to pay and invoice for collection, laboratory, or Medical Review Officer cost, not billed by Tahnee Armstrong. Client agrees that Tahnee Armstrong will be paid within five (5) days of the invoice date. A late payment charge of five (5) dollars per day may be imposed if the payment is not received within five (5) days of the invoice date. Service other than those set forth in this agreement will be billed at additional rates subject to Agreement of the Parties.

Cost of Services:

Non-DOT urine collection @ selected collection site	\$18.00
-all presumptive positive tests will be sent to the lab for confirmation	
Confirmation of test	\$40.00
Lab Fee for confirmation (if necessary)	\$55.00
Set up fee	\$75.00
Non-Scheduled or After hour collection (6pm-6am) fee	\$100.00

Drug tests under this Agreement (49 CFR 40 part 382 et. al. Governing Authority, DOT Split Sample only and Breath Alcohol Testing (EBT) includes, initial screening Gas Chromatography/Mass/ Spectrometry (GCMS), Confirmation 5 expanded Categories of Drugs including Amphetamines, Marijuana (THC), Cocaine, Opiates and Phencyclidine (PCP, MDMA, 6-monoacetylmorphine, and MDEA and expanded opiate detection). Federally certified lab to be used under this agreement will be Pacific Toxicology Laboratories, MRO (Doctors Review Services) and Certified Collection Sites selected by Tahnee Armstrong.

Notices

All notices which may be given hereunder shall be in writing and may be delivered personally to a duly authorized representative of Company or Client. USPS may also be used to Company at the listed address. Either party may change its address for receipt of notices by giving notice of such change to the other party in this manner.

Miscellaneous Provisions

The term of this agreement will be one year from the date signed by Client below. The Provisions under "Indemnifications Obligations" will survive the end of the term of this Agreement.

This Agreement contains all of the terms and conditions of the parties regarding the subject matter of this Agreement, and supersedes any prior agreement, whether oral or written.

This Agreement may only be modified in writing, signed by an authorized representative of Client and Tahnee Armstrong.

The invalidity of any term or condition of this Agreement shall now affect the validity of any of the remaining terms and conditions, and to the extent, the terms and conditions of this Agreement are severable.

Waiver

The waiver of either party to one or more defaults on the part of the other shall not be construed to operate as a waiver of any subsequent defaults.

Governing Law

This agreement shall be governed in all aspects by the Federal Laws and the Laws of the State of Montana.

Tahnee Armstrong T. Armstrong
Title: owner
Date: 1-23-25

Browning Public Schools, Browning, MT 59417

By: _____
Title: _____
Date: _____

January 20, 2025

Browning Public Schools

PO Box 610

Browning, MT 59417

This quote shall be for the purposes of testing students and staff for Controlled Substance.

-\$18.00	Instant kit (5-12 panel test)-Pre-employment and Pre-season testing
-\$40.00	Non-DOT Urine Drug Test for confirmation of presumptive positives of instant kit
-\$18.00	Instant kit (5-12 panel test)-Random/Suspicious/For Cause Testing
-\$40.00	Non-DOT Urine Drug Test for confirmation of presumptive positives of instant kit- Random Testing
-\$55.00	Lab Testing if necessary
-\$75.00	Set-up fee
-\$100.00	Set-up fee for non-scheduled after-hours collection

All testing will be done at a site furnished by Browning Public Schools unless otherwise agreed upon prior to testing.



Tahnee Armstrong

Independent Contractor

PO Box 2658

Browning, MT 59417

406-450-4423

tarmstrong96@yahoo.com