

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: 1/20/24

To: Rebecca Rappold
 District Superintendent

From: Bev Sinclair
Title: Director of Human Resources

Subject: **SafeTrac Agreement for DOT Employment Screening 2024-2025**

Description: Request approval of New Agreement for SafeTrac Solutions DOT employment screening requirements for purposes of business safety, security, and fiduciary needs, and to achieve compliance with state and federal regulations; including but not limited to 49 CFR; Non-Exclusive contract.

Financial Impact: Paid by Service Rates

Attachment(s): Agreement, Service Pricing

Superintendent Action: Approved Denied Deferred Initial & date: _____

Comments: _____

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

Employment Screening Agreement and Appointment as Agent & Power of Attorney

This Agreement made this 9th day of January, 2025 by and between Browning Public Schools District #9; hereinafter referred to as BPSD#9 and SafeTrac Solutions, Inc hereinafter referred to as STS.

BPSD#9 desires STS to conduct employment screening on its employees for purposes of business safety, security and fiduciary needs, and to achieve compliance with state and federal regulations, including but not limited to 49 CFR. Employment screening will include but not limited to: driving record checks (MVR's), criminal history checks, credit checks, past employment verifications, employment drug & alcohol testing history checks, educational history checks, professional licensing history checks, and exclusion and prohibition checks including HHS OIG exclusion reports.

- 1. Responsibilities of BPSD#9** BPSD#9 warrants that the employment screening services it requests of STS are for legitimate business purposes and are allowed for under the Fair Credit Reporting Act, the Driver Privacy Protections Act, and any applicable state or local law or regulation. Moreover, it agrees to notify each of its employees or prospective employees, who are subject to screening, of their rights under the FCRA, the DPPA and the FMCSR; and to obtain written authorization from each employee granting permission for the screening.

BPSD#9 further warrants that they are the end user of this screening information and will not divulge, share, resell or in any other manner release any information obtained, unless required to do so by laws or regulations of proper jurisdiction.

- 2. Responsibilities of STS** STS warrants that it will conduct the employment screening services in a professional and confidential manner.

STS further warrants that all screening information will be maintained in a secure manner and will not be divulged, shared, resold or in any other manner released to any party other than BPSD#9.

STS will provide Release & Authorization and FCRA, DPPA and FMCSR Summary of Rights forms to BPSD#9 for use whenever conducting employment screening on current or prospective employees.

STS will provide timely and secure transmittal of the employment screening reports to BPSD#9.

- 3. Appointment as Agent & Power of Attorney** BPSD#9 appoints STS as its legal agent for the purposes of conducting employment screening on its current and prospective employees. As its agent, BPSD#9 designates STS an end user of the information obtained.

BPSD#9 conveys to STS full authority, and grants STS **Limited Power of Attorney**, to act on its behalf for the purpose of employment screening, as allowed for as an employer or its agent under the Fair Credit Reporting Act and the Driver Privacy Protection Act.

- 4. Termination of Agreement** This agreement may be terminated by either party, at any time, with or without cause, upon thirty days written notice to the other party.

- 5. Service Fees** Fees for services rendered are contained in the addendum attached to this agreement.

Service fees may change. STS agrees to notify BPSD#9 thirty days in advance of any change in fees. Fees for services rendered will be billed to BPSD#9 at the end of each month for all employment screens completed during that month.

- 6. Exclusivity** BPSD#9 may seek employment screening services from other providers and is not bound to use STS services exclusively.

- 7. Duration** This agreement is an ongoing, durable agreement without expiration, subject only to its termination clause (4).

- 8. **Ownership of Records** All documents and records obtained as a part of the described service will remain the property of BPSD#9. STS has the right to make copies of these records and to maintain the copies for its legitimate business needs.
- 9. **Confidentiality** All information obtained by STS will remain strictly confidential. This information will not be given, traded, resold or in any other manner disseminated without the expressed written consent of BPSD#9 or when ordered to do so by a court or agency of proper jurisdiction.
- 10. **Montana Law Applicable** This agreement is deemed to be a Montana contract and shall be construed and governed by Montana law.

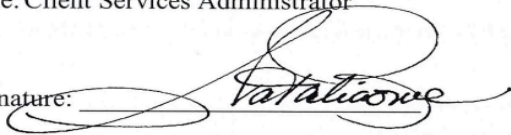
In Witness Whereof, the parties have executed this Agreement the day and year first above written.

SafeTrac Solutions, Inc

By: Natalie R Bowe

Title: Client Services Administrator

Signature: _____



Browning Public Schools District #9

By: _____

(Print Name)

Title: _____

Signature: _____

Witness/Second Company Representative (Required)

By: _____

(Print Name)

Title: _____

Signature: _____

ADDENDUM TO EMPLOYMENT SCREENING AGREEMENT ~ January 9th, 2025

Service Pricing for Browning Public Schools District #9

MVR (Individual Driving Record)	\$12.60 per jurisdiction
Criminal History Record	\$27.50 per jurisdiction
Federal Criminal Search	\$16.15 per search
Sex Offender Search	\$7.85 per national search
Credit Report	\$14.90 per search
Social Security Number Trace	\$7.85 per search
HHS OIG Exclusion Report	\$8.65 per search
CDLIS (Commercial Drivers)	14.00 per search
PSP Report (Commercial Drivers)	\$14.00 per search
DOT Past Employment Checks	\$32.30 per driver
NON-DOT Past Employment Check	\$32.30 per employee