

Employment Contract dated this ____1st____ day of ____July____, 2026; between:

McCall-Donnelly Joint School District #421 (hereinafter referred to as "District"), in Valley County, Idaho.

And

Jennifer Caple, School Counselor/Therapist – Elevate 208 Counseling (hereinafter referred to as "Provider")

SECTION I - INDEPENDENT PROVIDER STATUS

Provider's status under the Contract shall be that of an independent contractor. Provider shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, workers' compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions, and similar items. Nothing contained herein shall be construed as creating an employer-employee relationship. Provider retains control over the means and methods of delivering professional services.

SECTION II - SERVICES TO BE PROVIDED

Provider shall provide individual counseling, crisis intervention, behavioral health consultation, social-emotional support services, family consultation when appropriate, and coordination with school personnel regarding student mental health needs. All requests for services shall be initiated and approved by the Heartland High School Principal prior to the Provider working with individuals. The services rendered pursuant to this agreement will be provided by individuals who are duly licensed or certified to perform the services. Provider agrees that all work pursuant to this agreement will be performed in accordance with the highest professional standards. The Provider shall maintain all treatment records and provide information when requested, upon reasonable notice. The District shall provide assessment tools and supplies if necessary to be used solely at the District facilities and by the District students; a dedicated work space. The District shall maintain ownership of all tools and supplies. Provider shall immediately notify designated District administration when a student presents a credible risk of harm to self or others, consistent with applicable professional ethics and legal requirements. The District shall ensure appropriate parent or guardian consent is obtained prior to initiation of counseling services when required by law or District policy. Provider agrees that all work pursuant to this agreement will be performed in accordance with the highest professional standards.

SECTION III - ASSIGNMENT AND SUBCONTRACTING

A. Provider shall not subcontract or assign the contract without the prior approval of the District. Notwithstanding the District's approval of any subcontract, the Provider shall be solely responsible for the satisfactory performance of all subcontractors and subcontracted services and for the compensation of all subcontractors.

B. Reassignment of Contracted Providers: The District shall have the right, after having consulted with the Provider, to require the Provider to reassign or otherwise remove from the contract any contracted Provider or subcontractor found in good faith to be unacceptable to the District.

SECTION IV - COMPENSATION

In consideration of the services to be performed by the Provider as outlined in this agreement, the District shall compensate the Provider at the rate of \$80.00 per hour for Counseling Services for 2026-2027 school year, not to exceed \$8,500 without prior approval of the Heartland High School Principal. Hourly rate shall include (but is not limited to) all classes, coaching, evaluations, consultations, and treatments. Travel time and expenses, other than what is listed specifically above shall be the responsibility of the provider.

SECTION V - BILLING

Billing for services shall be delivered by the Provider to the Heartland High School's Administrative Assistant (bimel@mdsd.org) no later than the 9th of each month. Billings must be reviewed and approved by the Heartland High School Principal prior to submittal. Each itemized invoice statement must include the following information for each student receiving services: a.) student's name; b.) description

of services provided; c.) total number of hours per week spent in providing professional services; and d.) cost of services provided.

SECTION VI - INSURANCE

The Provider shall maintain a comprehensive Commercial General Liability: \$1,000,000 per occurrence / \$3,000,000 aggregate Professional Liability (Malpractice): \$1,000,000 per occurrence / \$3,000,000 aggregate. The McCall-Donnelly School District shall be listed as certificate holder and shall receive notice of cancellation or material change in coverage. Provide the McCall-Donnelly School District with a copy of the insurance certificate.

SECTION VII - AMENDMENT & RENEWAL

A. Terms of Agreement and Termination: This agreement shall commence on July 1, 2026 and terminate on June 30, 2027 unless earlier terminated pursuant to this Agreement. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party. The District may immediately terminate this Agreement for violation of law, loss of licensure, failure to maintain required insurance, failure to pass or maintain required background checks, or conduct that jeopardizes student safety. Amendment & Renewal: The District reserves the right to extend this contract for additional periods, provided the Provider has demonstrated satisfactory performance in the previous year. The District will review time and effort of required contract hours quarterly. Any extension or amendment of this contract shall be in writing, signed by both parties.

SECTION VIII - LEGAL MATTERS & LAWS

- A. REPORTING OF ABUSE, ABANDONMENT, OR NEGLECT - Provider acknowledges its obligation to report within twenty-four hours any suspected abuse, abandonment, or neglect of a child to the law enforcement agency or Idaho Department of Health and Welfare. Provider also agrees to inform the District, within twenty-four hours, of such suspicion.
- B. NON-DISCRIMINATION The parties hereby agree that no person shall, on the grounds of race, color, creed, national origin, sex, age, or disability, be excluded from or denied participation in, or otherwise subjected to discrimination under any activity performed pursuant to this agreement.
- C. CONFIDENTIALITY - The Provider shall comply with all applicable state and federal laws, rules, and regulations concerning confidentiality. Provider shall comply with FERPA, IDEA, and all applicable federal and state student confidentiality laws. Provider shall inform students and parents of applicable limits of confidentiality, including circumstances involving suspected abuse, neglect, threats of harm to self or others, court orders, or other disclosures required by law.
- D. LICENSES - For the duration of the contract, the Provider shall maintain in effect, and have in its possession, all licenses required by federal, state, and local laws, rules, and regulations. Such information shall be documented and kept on file with the McCall-Donnelly School District Office before working with students. Provider shall maintain a current Idaho clinical license in good standing as a Licensed Clinical Social Worker (LCSW), Licensed Professional Counselor (LPC), Licensed Clinical Professional Counselor (LCPC), Licensed Marriage and Family Therapist (LMFT), or other credential required under Idaho law to provide mental health counseling services.
- E. INDEMNIFICATION - Indemnification by the Provider: The Provider shall indemnify, defend, and save harmless the District from and against all liability, claims, damages, losses, expenses, actions, attorney fees, and suits arising from the Provider's negligent acts, omissions, misconduct, breach of contract, or violation of law.
Indemnification by the District: Each party shall indemnify and hold harmless the other party for claims arising from its own negligent acts, omissions, or violations of law.
- F. RECORD RETAINMENT - The District is responsible for retaining and maintaining each student's Special Education file/records for 7 years. These files contain: Service Detail Reports; Reviews; parent signed Release of Information; copy of doctor referral/recommendation; copy of parental notification (documentation that parents received a copy of IEP addendum and/or service/treatment plan). All student records, evaluations, reports, service logs, and related documentation created pursuant to this Agreement shall be the property of the District. The Provider shall maintain all service records, therapy notes, evaluation reports, billing documentation, and other records required under this Agreement in accordance with applicable federal and state laws and District procedures. Upon request, and upon termination of this Agreement, all student-related records shall be provided to the District.

G. ATTORNEY FEES - In any suit, proceeding, or action to enforce any part or provision of this agreement, the prevailing party shall be entitled to recover from the other party reasonable sums and attorney fees, and costs, and expenses as connected with the suit, proceeding, or action.

H. BACKGROUND CHECK REQUIREMENT - Provider shall successfully complete all criminal history checks, fingerprinting requirements, and background screenings required by Idaho law and District policy prior to providing services to students. The Provider shall immediately notify the District of any arrest, criminal charge, conviction, license suspension, or professional disciplinary action occurring during the term of this Agreement. Failure to comply with this provision shall constitute grounds for immediate termination of the Agreement.

I. COMPLIANCE WITH IDEA AND IDAHO SPECIAL EDUCATION REQUIREMENTS - Provider shall comply with all applicable federal and state education laws, student privacy laws, and District policies, including IDEA and Section 504 when applicable.

J. RECORD RETENTION AND DOCUMENTATION - Provider shall maintain treatment records in accordance with professional licensure requirements. Records created pursuant to services provided under this Agreement shall be made available to the District as permitted by law and shall remain subject to applicable confidentiality requirements.

K. ELECTRONIC COMMUNICATIONS - The Provider shall use District-approved methods of communication when conducting District business and communicating regarding students. Electronic communications involving students or confidential student information shall be professional, educationally appropriate, and compliant with District policy and applicable confidentiality laws. The Provider shall not communicate with students through personal social media accounts or other unauthorized electronic platforms.

L. TECHNOLOGY USE AND DATA SECURITY - The Provider shall comply with all District technology policies and procedures regarding access to student records and confidential information. The Provider shall implement reasonable administrative, physical, and technical safeguards to protect student data from unauthorized access, disclosure, alteration, or destruction. Any suspected breach of confidential information shall be reported to the District immediately upon discovery.

M. CONFLICT OF INTEREST - The Provider represents that no conflict of interest exists that would impair the Provider's ability to perform services under this Agreement. The Provider shall promptly disclose any actual or potential conflict of interest that arises during the term of this Agreement. The District reserves the right to determine whether such conflict materially affects the Provider's ability to fulfill contractual obligations.

O. DRUG-FREE WORKPLACE - The Provider shall maintain a drug-free workplace and shall not use, possess, distribute, manufacture, or be under the influence of illegal drugs, controlled substances, or alcohol while performing services under this Agreement or while on District property. Violation of this provision may result in immediate termination of the Agreement.

P. PROFESSIONAL ETHICS - Provider shall comply with all ethical standards established by the applicable professional licensing board and professional association governing the Provider's profession.

This Agreement shall be governed by the laws of the State of Idaho, and venue for any legal action arising under this Agreement shall lie exclusively in Valley County, Idaho. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, or agreements regarding the subject matter herein. No amendment shall be effective unless in writing and signed by both parties.


Jennifer Caple, LCSW
6/24/26
Date


Kim Arrasmith, MDSD Director of Special Programs
July 1, 2026
Date