



IMPORTANT: This form must be completed and received
30 business days prior to the Committee of the Whole Meeting.

FISCAL YEAR: 2026-2027

CONTRACT APPROVAL COVER SHEET

Please attach a copy of the contract/agreement (signed and dated by the vendor). Please note that all contracts must be solicitor-reviewed prior to submitting contracts for Board approval.

PLEASE PRINT LEGIBLY

Vendor/Consultant Name: Amelia Lynch

Start Date: June 11, 2026 End Date: August 1, 2027

Building/Department Name: Special Education

Total Cost of Contract: \$ 1100.00 per evaluation

Scope of Work: Provide bi-lingual speech evaluations as needed to special education students.

Funding Source: General

Budget Account Code 10-1225-330-000-00-00-310-000-0053

The attached document has been prepared for accuracy and is ready for approval.

Any supporting documentation regarding this request has been attached.

- ☒ Document Submitted by: Shari D. May
- ☐ Office Director Reviewed: Krystal Palmer
- ☐ Superintendent/Designee Reviewed: _____

Date: 6/12/26

Date: 6/12/26

Date: _____

For Office Use Only:

Notes/Comments: _____

Board of Directors Approval / Denial was obtained on this date: _____

Please note: For questions regarding denial, please speak with your immediate supervisor.

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
HARRISBURG SCHOOL DISTRICT AND
AMELIA LYNCH, M.A., CCC-SLP**

Agreement made this 11th day of June 2026, by and between the Harrisburg School District, a Pennsylvania Public School District (collectively the "District") and Amelia Lynch MA., CCC-SLP ("Contractor").

BACKGROUND

Contractor is being utilized by District as a Bi-lingual Speech Therapist, responsible for working with students who need bi-lingual speech and language evaluations. Because of Contractor's expertise and knowledge in areas of speech and language pathology for students who are non-native speakers, District wishes to retain her services as an independent contractor due to skill needed to complete bi-lingual evaluations. Contractor is willing to perform such services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements undertaken herein and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I

CONSULTATION SERVICES

1.1 Independent Contractor Status

Contractor and District understand and agree that their relationship is that of an independent contractor of English/Spanish evaluation services and nothing in this Agreement shall be construed to create an employee/employer relationship. It is further agreed that because of this independent contracting relationship, the District does not have any obligation or responsibility for the payment of unemployment compensation or state or federal withholding taxes with respect to Contractor, including but not limited to the taxes levied or contributions required by the Federal Insurance Contributions Act (FICA), the withholding provisions of the Internal Revenue Code, or any state or local ordinance, the Social Security Act, the Federal Unemployment Insurance Act and Workers' Compensation. In addition, Contractor shall have no claim under this Agreement against District for vacation pay, sick leave, or retirement benefits. Contractor understands she is responsible and completely liable for all employment and payroll taxes or contributions imposed by any one of the above laws or ordinances. The District shall furnish Contractor with a Form 1099 at the end of each calendar year.

1.2 Contractor Responsibilities

For each student requested by the District, Contractor agrees to review all records of the student. Contractor agrees to work with the student as many times as necessary to complete the testing agreed upon with the District. During this time Contractor shall maintain notes which will help Contractor to complete the records that are required for each individual. Following the Contractor's assessment, Contractor will then provide a written speech and language evaluation report to the district and will be available for consultation by phone or email.

1.3 District Responsibilities

District agrees to make the referral, chart the referral, collect teacher input, develop the teacher/administrator summary, and obtain parental permission to meet with the student. The District also agrees to maintain records in the District database.

1.4 Term

The agreement shall commence June 11th, 2026 and terminate August 1st 2027 unless terminated by either party upon sixty (60) days prior written notice to the other party. As of the date of termination, this Agreement shall thereafter be of no further force or effect and neither party shall have any rights under this Agreement.

1.5 Performance of Services

Contractor shall receive direction from the District concerning the manner in which services are to be performed.

- Contractor shall be provided with workspace for the assessments in the District, as needed.
- Contractor agrees to be available to consult via phone and email and otherwise make her services reasonably available to the District, as set forth in paragraph 1.1. Contractor and the District each represent that services will be requested and provided, as the case may be, without regard to race, sex, creed, color, religion, handicap or national origin.

1.6 Confidentiality

Contractor shall not during or after termination of the Agreement use for its benefit or disclosure or divulge, in any manner to any third party, any confidential information without the written consent of the District. Confidential information for purposes of this paragraph shall not include the following:

- a. Information is or becomes available to the general public, provided the disclosure of such information did not result from a breach by Contractor of this paragraph.

Both parties agree that the confidentiality of student records will be held in strict compliance with all legal requirements (including all laws, regulations, ordinances and the District's policies) governing the confidentiality of information relating to the District and its students and staff, including but not limited to the Family Educational Rights and Privacy Act, the Health Insurance Privacy and Accountability Act, and the Pennsylvania Data Breach Notification Act.

1.7 COVID-19

Due to the uncertainty of COVID-19, Contractor will provide this service while schools are physically in session and while Speech Language Pathologists at District are performing evaluations in-person with students. If schools are not physically in session and Speech Language Pathologists at District are conducting evaluations via telepractice or other means, Contractor does not guarantee services but will work with District to decide whether virtual evaluations are possible.

ARTICLE II

COMPENSATION

2.1 Fee-for-Service/Compensation.

District agrees to pay Contractor for services rendered as follows:

- \$1,100 flat rate for each evaluation provided which includes specific testing needed for each student on case by case basis. Evaluations may include: speech sound production in Spanish, comprehensive receptive and expressive language testing along with a language sample in Spanish, curriculum-based probes in Spanish to more accurately determine goals to work on in therapy, evaluation of speech fluency (stuttering) in Spanish. The speech language pathologist will create an evaluation plan on an individualized basis based upon the needs of each student in order to demonstrate communicative strengths and needs relevant to an academic environment.

An invoice will be provided to the district with the completed evaluation information.

Contractor shall receive no other compensation from District for the services performed under this Agreement, unless an express written agreement is executed between the parties concerning the additional compensation. Upon the expiration of this Agreement or termination for any reason whatsoever, Contractor shall be entitled to no further payments under this Agreement except for sums which have accrued as of the date of termination or expiration. Any payments for fees or costs not received by Contractor within 30 days of the invoice date will be deemed late and shall be subject to a 1% per month late charge.

ARTICLE III

MISCELLANEOUS

3.1 Nonexclusive Agreement

This Agreement is not exclusive. Contractor has the right to perform services for others during the term of this Agreement.

3.2 Severability

The covenants in this Agreement are severable and if any covenant or a portion thereof is held to be invalid or unenforceable for any reason, such covenant or portion thereof shall be modified or adjusted to the extent necessary to cure the invalidity or unenforceability (or deleted if it cannot be so modified), and all other provisions shall remain valid and enforceable.

3.3 License and Background Clearances

The Contractor will be properly licensed, with favorable clearances and background checks in compliance with any and all federal, state and local laws or regulations and School District

policies; including but not limited to Section 1-111 of Pennsylvania School Code and Sections 6354-6358 of the Pennsylvania Public Welfare Code.

3.4 Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

3.5 Indemnification

To the extent permitted by law, Contractor will indemnify, defend and hold harmless District and its directors, officers, employees and agents from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney fees) (collectively the "Damages") imposed or incurred by the District to the extent such Damages are out of Contractor's failure to comply with its obligations under this agreement or any applicable laws, rules, or regulations or any negligent act or omission of Contractor or any of its agents.

3.7 Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, which may have been entered into between them. This Agreement may be amended and/or modified only by a writing signed by the parties. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

HARRISBURG SCHOOL DISTRICT

Name

Date

Title

Amelia Lynch-Llano M.A., CCC-SLP
Amelia Lynch, M.A., CCC-SLP

06-11-2026
Date