LEHIGHTON AREA SCHOOL DISTRICT

Mr. Jason Moser, Superintendent
1000 Union Street, Lehighton, Pennsylvania 18235
Telephone: 610-377-4490 Fax: 610-577-0032

"Educating students for lifelong success by providing challenging and relevant instruction, fostering academic and personal growth, promoting civic responsibility, cultivating community and family partnerships, and supporting the mental well-being of all in a safe environment."

INDEPENDENT CONTRACTOR AGREEMENT
Bilingual School Psychologist

The Independent Contractor Agreement (the "Agreement") is made on this _____day of _____ 2026 by and between Susie A Sepulveda, an independent contractor and state certified as a school psychologist ("PSY"), and the Lehighton Area School District, a Pennsylvania School District ("DISTRICT') (collectively, the "Parties").

RECITALS

Whereas, PSY is a certified school psychologist in the Commonwealth of Pennsylvania;

Whereas, DISTRICT is responsible for providing educational services to students residing within the Lehighton Area School District;

Whereas, DISTRICT desires to engage PSY as an independent contractor and PSY desires to provide bilingual school psychology services (the "Services") as an independent contractor upon the terms and conditions set forth herein;

Whereas, DISTRICT and PSY desire to enter into this Agreement in order to set forth the duties and responsibilities of and the relationship between DISTRICT and PSY.

Now, therefore, in consideration of the mutual promises and covenants contained herein; and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows.

I. IDENTIFICATION OF THE PARTIES:

A. **PSY** is identified as follows:
Susie A. Sepulveda
1113 Huron Place
Tobyhanna, PA 18466
570.236.0728

B. **DISTRICT** is Identified as follows:
Lehighton Area School District
Attention: Sandra Michalik
1000 Union Street
Lehighton, PA 18235
610.377.4490

II. ENGAGEMENT

PSY agrees to provide the Services for the DISTRICT pursuant to the terms described in Exhibit A.

III. INDEPENDENT CONTRACTOR STATUS

It is understood and agreed to by the Parties that PSY and its employees, agents, or representatives, if any, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, are independent contractors and are not officers, agents, or employees of the DISTRICT. It is further agreed that because of this independent contractor relationship, the DISTRICT does not have any obligation or responsibility to provide benefits provided by the DISTRICT to its employees, including but not limited to the payment of unemployment compensation or state of federal withholding taxes with respect to PSY, 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, PSY shall have no claim under the Agreement against the DISTRICT for vacation pay, leaves of absence, or retirement benefits. PSY understands that he/she is responsible and completely liable for all employment and payroll taxes or contributions imposed by any one of the above laws or ordinances.

IV. COMPENSATION

PSY will submit documentation to the DISTRICT indicating a description of services rendered, for which the DISTRICT will pay $1000.00 for evaluations. For students that need to be evaluated and Spanish is spoken in the home, PSY will conduct a bilingual evaluation, for which the DISTRICT will pay $1400.00 per evaluation. PSY will be reimbursed for the services within 45 calendar days from the DISTRICT's receipt of the completed evaluation.

V. TERM AND TERMINATION

A. The term of this Agreement shall commence on the date of this agreement and shall terminate on June 30, 2027.

VI. PROMISES AND REPRESENTATION OF PSY

A. PSY will provide and render the services in accordance with the standards directed and established by the DISTRICT and shall comply with the policies, rules, and regulations of the Commonwealth of PA, the individuals with Disabilities Education Improvement Act, 20 U.S.C. § 1400 et seq. and accompanying regulations, 34 C.F.R.§§ 300 et seq., Section 504 of the Rehabilitation Act of 1973., 29 U.S.C. § 793 et seq. and accompanying regulations, 34 C.F.R. §§ 104.32, et seq. Title 22, Chapters 14 and 15 of the Pennsylvania code, 22 Pa. Code §§ 14.101 et seq. And 15.1 et seq. in regards to evaluations and recommendations. PSY shall provide the services in accordance with the ethical standards and practices of the American Psychological Association and the National Association of School Psychologists.

B. PSY will comply with the requirements of Act 34, Act 151, and Act 114 requiring background and criminal checks prior to performing any obligations under this Agreement. Current copies of all clearances will be automatically provided to the DISTRICT by PSY within one calendar week of this Agreement being approved by the School Board of the DISTRICT.

VII. MALPRACTICE INSURANCE

PSY agrees to maintain in effect during the term of this Agreement, professional liability insurance with a reputable insurance carrier (Darwin in the minimum amount of $500,000 per occurrence and $1,000.00 in the annual aggregate). PSY shall: (A) provide malpractice insurance information to DISTRICT upon request by the DISTRICT and at commencement of the Agreement; and; (B) Authorize insurance carrier to notify DISTRICT in the event of a cancellation or material change of the Policy. PSY agrees that loss of coverage constitutes a material breach of this Agreement.

VIII. CONFIDENTIALITY

A. PSY shall not during or after termination of the Agreement use for his/her benefit or disclose or divulge, in any manner to any third party, any confidential information or student education records, as defined by the FERPA, without the written consent of the DISTRICT or in accordance with FERPA and its implementing regulations, except for a disclosure permitted, or otherwise required by law.

B. The DISTRICT may also not supply any information in any manner to any third party without the written consent of PSY in regards to personal or professional practices except for a disclosure required by law.

IX. CHOICE OF LAW

This Agreement will be interpreted under the laws of the Commonwealth of Pennsylvania. The Parties agree to submit to the exclusive jurisdiction of the Court of Common Pleas of Lehigh County for any action in law or equity to interpret, enforce or defend a breach thereof or action seeking a declaratory judgment or injunction.

X. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding among the Parties and supersedes any prior agreement or understanding, written or oral, relating to the subject matter of this Agreement.

XI. SEVERABILITY

All agreements and covenants contained in this Agreement are severable, and in the event any of them are held to be invalid by any competent court, this Agreement will be interpreted as tt invalid agreements or covenants were not contained in this Agreement.

XII. NO WAIVER

The failure to enforce or require performance at any time of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions and shall not affect the validity of this Agreement or any part thereof, or the right of any Party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

XIII. IMMUNITY

Nothing in this Agreement shall be construed to waive or reduce the immunities from civil liability granted by or to enlarge the limitations on immunity imposed by the Pennsylvania Political Subdivisions Tort Claims Act.

PSY:	**DISTRICT:**
_____	_____
Susie A. Sepulveda	**Jason G. Moser**
PA Certified School Psychologist	**Superintendent**

EXHIBIT A
PSY SERVICES

Services

Evaluation Assessments/Scoring/Interpretation
Report Writing
Review of educational records
Communication with parent(s) and school district staff
Teacher/Specialist lnput(s)/lnterview(s)
Parent/Student lnput(s)/lnterview(s)
Attendance at MDT, IEP, GIEP, Section 504 meetings as necessary
Participation in due process hearings as a witness regarding reports, if necessary