

**CONSULTANT SERVICES FOR HEARING IMPAIRED STUDENTS
AGREEMENT**
School Year 2025-2026

This Consultant Services for Hearing Impaired Students Agreement (the “Agreement”) dated as of the 1st day of July, 2025, is between Independent School District No. 16 of Payne County, Oklahoma (“Stillwater Schools”) with a notice address of 314 S. Lewis, Stillwater, Oklahoma 74074, and Shannan Frohock (“Consultant”), with a notice address of 24 Yellow Brick Drive, Stillwater, Oklahoma 74074.

In consideration of the mutual terms, covenants and conditions specified in this Agreement, Stillwater Schools and CONSULTANT agree as follows:

- 1. Consulting Services.** CONSULTANT agrees to provide to Stillwater Schools such consulting services as requested during the term of this Agreement pertaining to special education services for Stillwater Schools’ students categorized as Hearing Impaired.
- 2. CONSULTANT’s Duties.** CONSULTANT shall provide such consulting services and other services as indicated by the Stillwater Schools’ student’s Individualized Education Program or 504 Accommodation Plan (the “Services”). The Services provided by the CONSULTANT shall include, without limitation, review and study of the student’s educational/confidential records, monitoring equipment, conducting student evaluations, preparing required Individualized Education Program documentation, completing forms and reports in conjunction with the development of Individualized Education Programs, participation in student-focused meetings and program-focused meetings including Individualized Education Program meetings and other staffings. The specific starting date for CONSULTANT’s delivery of Services will be mutually determined by CONSULTANT and Stillwater Schools.
- 3. Certification and Licensure.** CONSULTANT represents and warrants that CONSULTANT is a certified deaf educator licensed by the State of Oklahoma and certified by the Oklahoma Department of Education. CONSULTANT shall notify Stillwater Schools immediately if, for any reason, CONSULTANT’s Oklahoma teacher’s license is suspended or if CONSULTANT’s certification is not renewed upon expiration.
- 4. Confidentiality.** CONSULTANT agrees to adhere to all state and federal laws regarding the confidentiality and privacy of the education records and patient healthcare records of students and students with disabilities.
- 5. Insurance.** CONSULTANT represents and warrants that CONSULTANT is insured under a professional liability policy in a minimum amount of \$1,000,000.00 per incident/occurrence and \$3,000,000.00 aggregate, and that such insurance covers CONSULTANT when CONSULTANT is providing services as consultant in the area of services to hearing impaired students on the premises of Stillwater Schools.

CONSULTANT agrees to maintain this insurance policy at all times while this Agreement is in effect and agrees to notify Stillwater Schools immediately should the forgoing policy be changed. CONSULTANT will provide Stillwater Schools with a copy of the foregoing insurance policy.

- 6. Indemnification.** In addition to the requirement of paragraph 5 and not in lieu thereof, CONSULTANT agrees to indemnify and hold Stillwater Schools and its agents, employees and officers harmless (including defense costs) against any claim, demand or action against Stillwater Schools arising from services provided by CONSULTANT.
- 7. Worker's Compensation.** CONSULTANT certifies that, by law, CONSULTANT is not required to carry Workers Compensation Insurance and shall in no event be entitled to such coverage from Stillwater Schools.
- 8. OSHA and Background Checks.** CONSULTANT represents and warrants that CONSULTANT has received training in the prevention of exposure to bloodborne pathogens and other potentially infectious materials in accordance with the OSHA Standard on Bloodborne Pathogens ("OSHA training") and agrees to provide Stillwater Schools with written verification of same. If CONSULTANT has not received OSHA training, CONSULTANT agrees to attend a one-hour OSHA training course provided by Stillwater Schools at no cost to CONSULTANT no later than October 1, 2025. CONSULTANT further represents and warrants that Consultant has not been convicted of a felony, a sex offense subject to the Sex Offenders Registration Act in Oklahoma or the sex offender registration provisions of another state or federal law. CONSULTANT agrees to provide Stillwater Schools with written consent for Stillwater Schools to conduct such background checks and criminal history investigations as Stillwater Schools may request from time to time during the term of this Agreement.
- 9. Compensation.** Stillwater Schools agrees to pay CONSULTANT the sum of \$70.00 per hour for the Services which is inclusive of travel and other work-related expenses. CONSULTANT will work 10-20 hours per week. Additional hours may be negotiated according to the needs of Stillwater Schools. CONSULTANT agrees to invoice Stillwater Schools monthly for all Services provided. CONSULTANT agrees and acknowledges that all required documentation must be submitted to Stillwater Schools **no later than the 3rd day of the month following the month in which the Services were provided** and that Stillwater Schools has no obligation to forward payment to CONSULTANT until Stillwater Schools has been provided the required documentation. CONSULTANT acknowledges that all revenue provided to CONSULTANT pursuant to this Agreement constitutes "net earnings from self-employment" as the term is defined in Section 1402(a) of the Internal Revenue Code of 1986, as amended, and that Stillwater Schools shall have no obligation to CONSULTANT as an employer for withholding and remitting taxes, insurance, FICA, etc.

- 10. Term and Termination.** This Agreement is effective as of July 1, 2025, and shall continue in effect through June 30, 2026, unless terminated earlier as provided herein. Either party may terminate this Agreement upon fourteen (14) days' written notice.
- 11. Independent Contractor Status.** Each party is acting as an independent contractor and no employee or subcontractor of either party shall be deemed to be an employee of the other. Neither party undertakes by this Agreement or otherwise, to perform any obligation of the other party, whether regulatory or contractual, or to assume any responsibility for the other party's actions, business or operations. Neither party shall have the authority to bind, commit or incur any liability on behalf of the other party or to otherwise act in any way as an agent or representative of the other party.
- 12. Force Majeure.** Neither party shall be responsible for any failure or delay in the performance of any obligations due to any cause beyond its reasonable control, including, but not limited to, any such delay or failure arising from third party labor disputes, third party strikes, other third party labor or industrial disturbances, acts of God, pandemic, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, fire, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, and new or changed regulations or orders of any governmental authority; provided that the party claiming force majeure event has given the other party reasonably prompt notice of the event.
- 13. Notices.** All notices given hereunder shall be in writing and shall be given or sent by (i) certified, first class, U.S. mail to the parties at the addresses herein or at such other addresses of which either party may give notice; (ii) confirmed facsimile; or (iii) nationally recognized courier service to the parties at the addresses herein or at such other addresses of which either party may give notice.
- 14. Miscellaneous.** This agreement embodies the entire agreement and understanding between Stillwater Schools and CONSULTANT relating to the subject matter of this Agreement, and supersedes all previous communications, representations, understandings, and agreements, whether oral or written. This Agreement is to be governed by and construed in accordance with the laws, excluding the conflicts laws, of the State of Oklahoma. This Agreement may be amended only in a writing signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be severed from this Agreement and any remaining provisions will continue in full force and effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party. No waiver by either party hereto of any breach of any provision herein shall constitute waiver of any other provision nor shall such waiver constitute consent that the breach may continue or that any other breach will be waived. In the event of any suits or actions or other proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses incurred therein. The

confidentiality provisions of this Agreement shall survive the termination of this Agreement.

INDEPENDENT SCHOOL DISTRICT NO. 16
OF PAYNE COUNTY, OKLAHOMA

By: _____
President, Board of Education

Date: _____



SHANNAN FROHOCK

Date: 5.7.2025