

THERAPEUTIC SWIM PROGRAM AGREEMENT

School Year 2024-2025

This Therapeutic Swim Program Agreement (the “Agreement”) dated as of the 1st day of July, 2024, is between **Independent School District No. 16 of Payne County, Oklahoma** (“Stillwater Schools”) with a notice address of 314 S. Lewis, Stillwater, Oklahoma 74074, **Stillwater Medical Center Authority** (“SMC”), with a notice address of 1323 West Sixth Street, Stillwater, OK 74074, and **Oklahoma State University** (“OSU”), an institution of higher education, Stillwater, Oklahoma 74078.

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

- 1. The Swim Program.** Stillwater Schools, SMC and OSU agree to work together to provide a therapeutic swim program (the “Program”) for students with disabilities designated by Stillwater Schools (“Students”). The Program will take place at SMC’s swimming pool located at 999 W. 12th St., Stillwater, Oklahoma.
- 2. Duties of Stillwater Schools.** Stillwater Schools will identify the Students for participation in the Program, obtain the necessary medical releases and permission forms required by OSU for the Students’ participation in the Program, transport the Students to and from the SMC pool for each swim session and require all Students to wear protective swim undergarments. In the event of a toileting accident in the pool during a swim session, Stillwater Schools agrees to participate in the cost of cleaning the pool. Stillwater Schools further agrees that a certified Stillwater Schools teacher shall be present at the SMC pool with the Students during each swim session and that all soiled protective swim undergarments shall be properly disposed of in accordance with SMC’s rules and regulations.
- 3. OSU’s Duties.** OSU agrees to create and administer the Program in a manner appropriate for each designated Student in accordance with prescribed OSU curriculum and to assign and provide one (1) OSU student for each Student for each swim session. All OSU students shall be supervised by OSU faculty during each swim session. OSU further agrees to ensure that all soiled protective swim undergarments shall be properly disposed of in accordance with SMC’s rules and regulations.
- 4. SMC’s Duties.** SMC agrees to make its swimming pool available to the Students and OSU on the dates and times during each school week agreed upon for the Program and to provide one (1) certified lifeguard on site who shall be on duty during every swim session.

- 5. Confidentiality.** OSU and SMC agree that the individuals performing and/or participating in the services provided to the Students under this Agreement will 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.
- 6. Background Checks.** OSU and SMC agree to provide Stillwater Schools with the written consent of the individuals performing the services provided to Students under this Agreement 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.
- 7. Compensation.** Stillwater Schools agrees to pay to SMC the sum of \$1,000.00 for each of the two semesters of the 2024-2025 school year, which sum shall be payable no later than thirty (30) days following the last day of each semester. Stillwater Schools has no obligation to compensate OSU for the services OSU provides under this Agreement. In the event this Agreement is terminated before the end of a semester, Stillwater Schools shall be liable only for a prorated amount of compensation to SMC for one semester based upon the portion of the semester during which the SMC pool was actually used by the Students under this Agreement.
- 8. Term and Termination.** This Agreement is effective as of July 1, 2024 (“Effective Date”), and shall continue in effect through June 30, 2025, unless terminated earlier as provided herein. Any party may terminate this Agreement upon fourteen (14) days’ written notice.
- 9. Independent Contractor Status.** Each party is acting as an independent contractor and no employee or subcontractor of any party shall be deemed to be an employee of the other. No party undertakes by this Agreement or otherwise, to perform any obligation of any other party, whether regulatory or contractual, or to assume any responsibility for any other party’s actions, business or operations. No party shall have the authority to bind, commit or incur any liability on behalf of any other party or to otherwise act in any way as an agent or representative of any other party.
- 10. Force Majeure.** No 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 the force majeure event has given the other parties reasonably prompt notice of the event.

11. 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 any 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 any party may give notice.

12. Insurance. OSU represents that it has statutorily prescribed liability insurance coverage for the negligent or intentional acts of its officers, employees, and agents while acting within the scope of their employment by OSU.

Subject to provisions of the Oklahoma Governmental Tort Claims Act, including its limits of liability and exclusions therefore, OSU assumes any and all risks of personal injury and property damage attributable to the negligent acts or omission of the OSU, its officers, employees and agents thereof.

OSU agrees to require students to maintain, during the term of this Agreement, professional liability insurance with a single limit of liability of no less than one million dollars (\$1,000,000) per occurrence. A certificate of insurance or other acceptable documentation in evidence of compliance shall be provided to Stillwater Schools

13. Miscellaneous. This Agreement embodies the entire agreement and understanding between Stillwater Schools, OSU and SMC 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 conflict 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 any party without the prior written consent of the other parties. No waiver by any 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.

14. Non-Discrimination. The parties to this Agreement represent and warrant that they do not discriminate on the basis of race, color, religion, sex, national origin, age, disability or veteran status in the performance of their services.

INDEPENDENT SCHOOL DISTRICT NO. 16
OF PAYNE COUNTY, OKLAHOMA

By: _____
President, Board of Education

OKLAHOMA STATE UNIVERSITY

By: *Jeanette Mendez*
Printed Name: Dr. Jeanette Mendez
Title: Provost and Senior Vice President

STILLWATER MEDICAL CENTER AUTHORITY

By: *Steven Taylor*
Steven Taylor, Chief Administrative Officer