

**AGREEMENT OF COOPERATION BETWEEN THE
NEW HORIZONS OF THE TREASURE COAST, INC., AND
THE SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA**

THIS AGREEMENT (“Agreement”) is made this 24th day of May, 2011, by and between the SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA, a district school board constituted as provided in Article IX, Section 4, of the Florida Constitution (“District”) and the NEW HORIZONS OF THE TREASURE COAST, INC., a Florida non-profit corporation (“New Horizons”).

WITNESSETH

WHEREAS, New Horizons is a provider of behavioral health care services located at the Frances Langford Center for Children at New Horizons (“Facility”), located at 4500 West Midway Road, Fort Pierce, FL 34981; and

WHEREAS, the District desires to deliver educational services to homebound or hospitalized students, as defined in Fla. Admin. Code R. 6A-6.03020(1), being treated by the New Horizons at the Facility; and

WHEREAS, New Horizons is in compliance with the Office of Civil Rights requirements with respect to matter related to race, sex, disability, or age; and

WHEREAS, New Horizons is licensed by the proper state agencies.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and considerations herein contained, to be kept and performed by each of the parties hereto, the parties agree as follows, to wit:

1. Term; Termination. This Agreement is effective beginning as of the date executed by both parties and shall be effective for an indefinite duration and may be terminated by either party upon thirty (30) days written notice to the other delivered by registered mail.

2. Hold Harmless. Each party agrees forever to save the other party harmless from and against any and all claims, suits, damages, liability or causes of action arising out of, or related to or in connection with the negligent performance or no performance of any provision of this Agreement required of the indemnifying party, including personal injury, loss of life, or damage to the property, and from and against any order judgment, or decree that may be entered on the Agreement, and from and against all costs, attorney’s fees, expenses, and suits incurred in and about the defense of any such claim and the investigation thereof, provided, however, that

nothing in this Agreement shall be deemed to indemnify a party for any liability or claim arising out of the negligence, performance, or failure of performance of such party or as a result of the negligence of an unrelated third party. Indemnification by the District shall be subject to the monetary limitations set forth in Section 768.28, Fla. Stat.

3. Transportation. All transportation needs of student receiving educational services under this Agreement will be the responsibility of the family of the student.

4. Funding. The District shall be responsible for providing educational services to students under this Agreement. Funding for educational services for students under this Agreement is obtained through full-time equivalent (“FTE”) funding.

5. Responsibilities of New Horizons:

A. To comply with Fla. Admin. Code R. 6A-6.03411 and the District’s exceptional student education (“ESE”) Policies and Procedures (“SP&P”), as applicable.

B. To release pertinent information on students receiving educational services under this Agreement with District personnel regarding diagnosis, evaluations, and other pertinent information, as applicable, upon receipt of a proper parental consent (or consent by the student if age eighteen or older).

C. To provide ample space for the District personnel to conduct their educational services for students under this Agreement that is distraction free.

D. To provide staff to monitor students while receiving educational services under this Agreement from District personnel, as a safety precaution.

E. To provide a safe place for storing student records that will assure physical security and maintain confidentiality, as required under the federal Family Educational Rights and Privacy Act (“FERPA”) and corresponding State law regarding confidentiality of student records.

6. Responsibilities of District:

A. Provide direct educational services to students meeting homebound or hospitalized eligibility criteria as outlined in Fla. Admin. Code R. 6A-6.03020, at the Facility, pursuant to the District’s SP&P.

- B. To obtain parental consent (or consent of the student if age eighteen or older) for New Horizons to release records on students receiving educational services under this Agreement with District personnel regarding diagnosis, evaluations, and other pertinent information, as applicable.

7. Notices to New Horizons. All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail, return receipt requested, and addressed as follows:

New Horizons Contact: John Romano, Chief Executive Officer
New Horizons of the Treasure Coast, Inc.
4500 W. Midway Road
Ft. Pierce, FL 34981

The above named individual is the New Horizons Coordinator for this Agreement.

8. Notices to District. All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail, return receipt requested, and addressed as follows:

Facility Contact: Barbara Slaga
Assistant Superintendent of Student Services and Exceptional
Student Education
School Board of St. Lucie County
4204 Okeechobee Road
Fort Pierce, Florida 34947
(772) 429-4577
Barbara.Slaga@stlucieschools.org

The above named individual is the District Coordinator for this Agreement.

9. Indulgence Not Waiver. The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement, either at the time of the breach or failure occurs, or at any time throughout the term of this Agreement.

10. No Partnership. It is understood and agreed that nothing contained in the Agreement shall be deemed or construed as creating a partnership or joint venture between the District and New Horizons, or cause either party to be responsible in any way for the debts and obligations of the other party.

11. Net Agreement. The parties expressly understand and agree that neither party shall be responsible for any cost or expense incurred by the other party in connection with this Agreement.

12. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements between the parties. This Agreement may only be amended by written document, properly authorized, executed, and delivered by both parties.

13. Interpretation; Venue. This Agreement shall be interpreted as a whole unit, and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court.

IN WITNESS WHEREOF, the parties have be their duly authorized representative(s) set their signature.

**FOR: NEW HORIZONS OF THE
TREASURE COAST, INC.**

**FOR: SCHOOL BOARD OF ST.
LUCIE COUNTY, FLORIDA**

Its' Duly Authorized Representative

Kathryn Hensley, Chair

Date

Date

Michael J. Lannon, Superintendent

Date