

**TENTH AMENDMENT TO AGREEMENT BETWEEN  
THE SCHOOL BOARD OF PALM BEACH COUNTY  
AND  
THE HEALTH CARE DISTRICT OF PALM BEACH COUNTY**

This is the Tenth Amendment to the Agreement Between the School Board of Palm Beach County and the Health Care district of Palm Beach county dated July 31, 2001 ("Agreement"), which is hereby made on this \_\_\_\_\_ day of 2006, by and between the School Board of Palm Beach County, a public school district of the State of Florida ("School Board") and Health Care District of Palm Beach County, an independent special taxing district of the State of Florida, ("District").

**RECITALS:**

WHEREAS, the District, in cooperation with the School Board and Palm Beach County Health Department, operates the School Health Program in Palm Beach County, Florida, in accordance with section 381.0056, Florida Statutes, which program is designed to protect and promote the health of school children;

WHEREAS, the District and School Board participate in the Children's Behavioral Health Program which is designed to promote positive social, emotional and behavioral health for children and families in Palm Beach county;

WHEREAS, the District is experienced in delivering nursing services and behavioral health services to schools in Palm Beach County;

WHEREAS, in or about August, 2001, the School Board opened five (5) new schools in Palm Beach County and the purpose of the Agreement is for the District to provide school health services to the five (5) new schools in exchange for the School Board providing funding support to the District in the amount of \$250,000.00;

WHEREAS, in or about August, 2002, the School Board opened an additional seven (7) new schools in Palm Beach County and the purpose of the First Amendment is for the District to provide school health services to the seven (7) new schools in exchange for the School Board providing funding support to the District in the amount of \$350,000.00;

WHEREAS, in or about August, 2003 the School Board opened an additional four (4) new schools in Palm Beach County and the purpose of the Third Amendment is for the District to provide school health services to the four (4) new schools in exchange for the School Board providing funding support to the District in the amount of \$200,000.00;

WHEREAS, in or about August, 2004 the School Board opened an additional seven (7) new schools in Palm Beach County and the purpose of the Fifth Amendment is for the District to provide school health services to the seven (7) new schools in exchange for the School Board providing funding support to the District in the amount of \$350,000.00;

WHEREAS, IN August, 2005, the School Board opened an additional four (4) new schools in Palm Beach County and the purpose of the Eighth Amendment is for the District to provide school health services to the (4) new schools in exchange for the School Board providing funding support to the District in the amount of \$200,000.00;

WHEREAS, this Tenth Amendment raises the amount of yearly funding for each nurse to \$62,500.00 from the School Board to the District for the provision of school health services to the 27 schools opened since August, 2001;

NOW, THERFORE, in consideration of the promises and other good and acknowledged, the parties hereto agree as follows:

1. The recitals above are true and correct and are incorporated into the agreement by reference herein.
2. Paragraph 1 of the Agreement, Term and Termination, shall be modified to state the following:

With respect to the five (5) schools opened in or about July, 2001, the term of the Agreement renewed automatically. With respect to the seven (7) schools opened in or about August 2002, the term of the Agreement renewed automatically. With respect to the four (4) schools opened in or about August, 2003, the term of the Agreement renewed automatically. With respect to the seven (7) schools opened in or about August, 2004, the term of the Agreement renewed automatically. With respect to the four (4) schools opened in August 2005, the term of the Agreement renewed automatically. Thereafter, the Agreement, with respect to all twenty-seven (27) schools shall automatically renew for successive one (1) year terms unless terminated by either party upon not less than thirty (30) days prior written notice to the other party.

3. Paragraph 2 Section F of the Agreement, Obligation of the School Board of Palm Beach County, shall be deleted in its entirety.

4. Paragraph 2, Section H of the Agreement, Obligation of the School Board of Palm Beach County, shall be modified to state the following:

Provide \$1,687,500.00 to the District for the provision of school health services for the 27 schools opened since August, 2001. Such amounts for the school health services to the twenty-seven schools shall be payable, in lump sum, by the School Board to the District in November of each year of the term of the Agreement, upon the School Board's receipt of a District Invoice.

5. The District shall ensure that each nurse assigned to the 27 schools pursuant to this Tenth Amendment to the Agreement undergo level 2 screening, including fingerprinting by the School Board's Police Department, at the sole cost of the District.

IN WITNESS WHEREOF, this Tenth Amendment has been executed by the parties on the date and year set forth above.

**SCHOOL BOARD OF PALM  
BEACH COUNTY, FLORIDA**

By: \_\_\_\_\_  
Thomas Lynch, Chairman

By: \_\_\_\_\_  
Arthur Johnson, Ph.D.,  
Superintendent

**HEALTH CARE DISTRICT  
OF PALM BEACH COUNTY**

By:  \_\_\_\_\_  
C. David Goodlett, Chairperson

By:  \_\_\_\_\_  
Dwight D. Chenette,  
Chief Executive Officer