

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

This is the Eleventh 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 14th day of December, 2006, by and between The School Board of Palm Beach County, Florida, the corporate body governing a public school district of the State of Florida ("School Board") and the Health Care District of Palm Beach County, an independent special taxing district of the State of Florida ("District").

RECITALS:

WHEREAS, the Tenth Amendment was entered in September of 2006 for the purpose of raising 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 27 schools;

WHEREAS, this Eleventh Amendment serves to continue the level of funding from the School Board to the District for the provision of a .5 nurse educator from December 14, 2006 to February 28, 2007, in the amount of \$2,500.00 per month prorated as necessary.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt of which is hereby 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 add language relating to the .5 nurse educator position, such that Paragraph 1 will state in the entirety 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, with respect to all twenty-seven (27) schools, the Agreement, as amended herein, shall commence on the date of execution and shall continue in effect through July 31, 2007, and 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.

With respect to the .5 nurse educator position employed in July 2005, the Agreement 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 H of the Agreement, Obligation of the School Board of Palm Beach County, shall be modified to add the following:

Provide up to \$6,500.00 from December 14, 2006 to February 28, 2007, for the provision of a .5 nurse educator for the services consistent with the current goals and objectives of the Agreement. Such amount shall be payable, in monthly sums of \$2,500.00 prorated as necessary, by the School Board to the District beginning on November 22, 2006, of the current year and ending in February of 2007, upon the School Board's receipt of a District invoice.

4. The District shall ensure that each .5 nurse educator assigned to a school pursuant to this Eleventh Amendment to the Agreement undergo level 2 screening, including fingerprinting, by the School Board's Police Department, at the sole cost of the District. The District shall execute the Addendum Concerning Student d as Information, which is attached hereto as Exhibit "A."
5. Except as otherwise modified herein, all of the terms and conditions of the Agreement, and any current and effective amendments thereto, are hereby ratified and confirmed.

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

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

By: _____
Thomas Lynch, Chairman

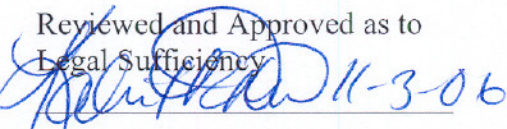
By: _____
Arthur Johnson, Ph.D.,
Superintendent

**HEALTH CARE DISTRICT
OF PALM BEACH COUNTY**

By: _____
C. David Goodlett, Chairperson

By: _____
Dwight D. Chenette,
Chief Executive Officer

Reviewed and Approved as to
Legal Sufficiency

 11-3-06