

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

This is the Twelfth 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 22 day of February, 2007, 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 from the School Board to the District for nurses for the provision of school health services to the 27 schools opened since August of 2001;

WHEREAS, the Eleventh Amendment was entered in December of 2006 for the purpose of continuing the level of funding for the provision of a .5 nurse educator in the amount of \$2,500.00 per month prorated as necessary from the School Board to the District from December 13, 2006 to February 28, 2007,

WHEREAS, this Twelfth Amendment serves to continue the level of funding from the School Board to the District for the provision of a .5 nurse educator from March 1, 2007 to February 29, 2008, in the amount of \$2,084.00 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 include additional language relating to the .5 nurse educator position after the language relating to nurses providing school health services, such that Paragraph 1 shall state in its entirety the following:

**Nurses for the Provision of School Health Services:** 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. 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.

**Nurse Educator Position:** With respect to the .5 nurse educator position employed in January 2007, the Agreement, as amended herein, shall commence on the date of execution and shall continue in effect through February 29, 2008, and shall automatically renew for successive (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 \$25,008.00 from March 1, 2007 to February 29, 2008, 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 \$2,084.00, prorated as necessary, by the School Board to the District beginning on March 1, 2007, of the current year and ending in February of 2008, 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 Twelfth 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 Twelfth Amendment has been executed by the parties on the date and year set forth above.

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

By: \_\_\_\_\_  
William G. Graham, Chairperson

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

Reviewed and Approved as to  
Legal Sufficiency

 1-5-07

**HEALTH CARE DISTRICT  
OF PALM BEACH COUNTY**

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

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