



Gordon County
Government

Annette Berry <aberry@gordoncounty.org>

Agenda for August 6 meeting

1 message

Suzanne Hutchinson <shutchinson@gordoncounty.org>

Tue, Jul 30, 2013 at 9:28 AM

To: Annette Berry <aberry@gordoncounty.org>

Please add to the agenda the 2 School Nurse Contracts - one with Calhoun City Schools and one with Gordon County Board of Education. I will send you the finalized contracts later to be included with the agenda. These were both approved budget items in the fiscal year budget. Thanks - Suzanne

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Suzanne H. Smith
Attorney for Gordon County
201 North Wall Street
Calhoun, GA 30701
(706)629-3795, x2314

STATE OF GEORGIA

COUNTY OF GORDON

AGREEMENT

This Agreement is made as of the ____ of _____, 2013, by and between Gordon County, a political subdivision of the State of Georgia (hereinafter referred to as "County") and the Calhoun City Schools (hereinafter referred to as "City Schools").

WHEREAS, the County and the City Schools agree that the health of the children enrolled in the Calhoun City School System is a matter of public concern; and

WHEREAS, the provision of limited medical services to the children of Gordon County while attending the Calhoun City School System will promote the general welfare of all citizens of Gordon County; and

WHEREAS, the County wishes to continue to support the School Nurse Program which is currently in place within the Calhoun City Schools and is administered by the City Schools; and

WHEREAS, it is in the interest of the public health, safety and welfare of all Gordon County citizens for medical care to be provided to the children of the Calhoun City public schools through utilization of the School Nurse Program.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1.

The County shall pay to the City Schools by and through its Board of Education the amount of \$34,125.00 (Thirty Four Thousand One Hundred Twenty Five Dollars and no/100s) with said amount to be used for the Calhoun City School Nurse Program. These funds shall be used by the City Schools for the school year budget period beginning on the 1st day of July, 2013 and ending on the 30th day of June, 2014.

2.

The City Schools agree to utilize these funds solely for the purpose of providing medical care, treatment, and prevention programs to the children of Gordon County through the School Nurse program offered by and at the Calhoun City Schools.

3.

The parties agree and understand that any employees, providers, agents, or officials employed or utilized in any manner in the provision of any medical care, treatment, and prevention programs to the children through the School Nurse program offered by and at the Calhoun City Schools are not employees of, agents of, or employed by Gordon County and its Board of Commissioners. It is further agreed by the parties that it is the sole responsibility and discretion of the City Schools as to who they employ or utilize to provide these medical services through the School Nurse program

4.

Should the City Schools decide to discontinue the Calhoun City Schools Nurse Program, then the City Schools agree to reimburse to Gordon County any funds which have been paid by the County but have not been expended by the City Schools for the operation of the Calhoun City School Nurse Program during 2013-2014 school year.

5.

Should any paragraph or section of this Agreement be declared by the courts to be unconstitutional, invalid or unenforceable, such declaration shall not affect the validity of this Agreement as a whole or part thereof, other than the part so declared to be unconstitutional, invalid or unenforceable.

6.

The parties agree to comply with all applicable federal and state laws, rules and regulations, and local ordinances now in effect or later adopted. Any notices, requests, comments and other communications required

or permitted under this Agreement shall be in writing and shall be hand delivered or mailed by registered or certified mail, return receipt requested, addresses as follows.

As to the County: As to the City Schools:

Chair, Gordon County

Chair, Calhoun City Schools

Board of Commissioners Board of
Education

Post Office Box 580

Post Office Box _____

Calhoun, GA 30703

Calhoun, GA 30703

7.

This Agreement constitutes the entire understanding of the parties and there are no other agreements or understandings, oral or written, between the parties relating to the subject matter hereof. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed on behalf of such parties by their respective representatives.

IN WITNESS WHEREOF, this Agreement has been:

APPROVED by the Gordon County Board of Commissioners on the _____ day of

_____, 2013.

STATE OF GEORGIA

COUNTY OF GORDON

AGREEMENT

This Agreement is made as of the ____ of _____, 2013, by and between Gordon County, a political subdivision of the State of Georgia (hereinafter referred to as the "County") and the Gordon County Board of Education (hereinafter referred to as the "BOE").

WHEREAS, the County and the BOE agree that the health of the children enrolled in the Gordon County School System is a matter of public concern; and

WHEREAS, the provision of limited medical services to the children of Gordon County while attending the Gordon County School System will promote the general welfare of all citizens of Gordon County; and

WHEREAS, the County wishes to continue to support the School Nurse Program which is currently in place within the Gordon County Schools and is administered by the BOE acting by and through its County Schools; and

WHEREAS, it is in the interest of the public health, safety and welfare of all Gordon County citizens for medical care to be provided to the children attending the Gordon County public schools through utilization of the School Nurse Program.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1.

The County shall pay to the BOE the amount of \$34, 125.00 (Thirty Four Thousand One Hundred Twenty Five Dollars and no/100s) with said amount to be used for the Gordon County School Nurse Program. These funds shall be used by the County Schools for the school year budget period beginning on the 1st day of July, 2013 and ending on the 30th day of June, 2014.

2.

The BOE agrees to utilize these funds solely for the purpose of providing medical care, treatment, and prevention programs to the children of Gordon County through the School Nurse program offered by and at the Gordon County Schools.

3.

The parties agree and understand that any employees, providers, agents, or officials employed or utilized in any manner in the provision of any medical care, treatment, and prevention programs to the children through the School Nurse program offered by and at the Gordon County Schools are not employees of, agents of, or employed by Gordon County Government and its Board of Commissioners. It is further agreed by the parties that it is the sole responsibility and discretion of the BOE and the County Schools as to who they employ or utilize to provide these medical services through the School Nurse program

4.

Should the BOE decide to discontinue the Gordon County School Nurse Program, then the BOE agrees to reimburse to Gordon County any funds which have been paid by the County but have not been expended by the County Schools for the operation of the Gordon County School Nurse Program during the 2013-2014 school year.

5.

Should any paragraph or section of this Agreement be declared by the courts to be unconstitutional, invalid or unenforceable, such declaration shall not affect the validity of this Agreement as a whole or part thereof, other than the part so declared to be unconstitutional, invalid or unenforceable.

6.

The parties agree to comply with all applicable federal and state laws, rules and regulations, and local

ordinances now in effect or later adopted. Any notices, requests, comments and other communications required or permitted under this Agreement shall be in writing and shall be hand delivered or mailed by registered or certified mail, return receipt requested, addresses as follows.

As to the County Government: As to the County Schools:

Chair, Gordon County

Chair, Gordon County

Board of Commissioners Board of
Education

Post Office Box 580

Post Office Box _____

Calhoun, GA 30703

Calhoun, GA 30703

7.

This Agreement constitutes the entire understanding of the parties and there are no other agreements or understandings, oral or written, between the parties relating to the subject matter hereof. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed on behalf of such parties by their respective representatives.

IN WITNESS WHEREOF, this Agreement has been:

APPROVED by the Gordon County Board of Commissioners on the _____ day of

_____, 2013.

ATTEST:

Clerk Chair, Gordon County

Board of Commissioners

APPROVED by the Gordon County Board of Education on the _____ day of

_____, 2013.

ATTEST:

Clerk Chair, Gordon County

Board of Education