

Memorandum of Understanding

This Memorandum of Understanding (the "Memorandum") is made on July 24, 2023, by and between Pathfinder Counseling Services, of 16 E 11th St, Newport, Kentucky 41071 and Boone County School District, of 8330 US HWY 42, Florence, Kentucky 41042 for the purpose of achieving the various aims and objectives relating to the Group counseling (the "Project").

WHEREAS Pathfinder Counseling Services and Boone County School desire to enter into an agreement in which Pathfinder Counseling Services and Boone County Schools will work together to complete the Project;

AND WHEREAS Pathfinder Counseling Services and Boone County Schools are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete the Project;

Purpose

The purpose of this Memorandum is to provide the framework for any future binding contract regarding the Group counseling between Pathfinder Counseling Services and Boone County Schools.

Obligations of the Partners

The Partners acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial, administrative and managerial commitment to the Project by means of the following individual services.

Cooperation

The activities and services for the Project shall include, but not limited to:

- a. Services to be rendered by Pathfinder Counseling Services include:

Pathfinder Counseling Services will provide one hour group therapy sessions, for 6-8 weeks, on site at various Boone County Schools.

- b. Services to be rendered by Boone County Schools include:

Boone County Schools will provide the meeting space, parental consent for members, and predetermine the students to participate.

Resources

The Partners will endeavor to have final approval and secure any financing necessary to fulfill their individual financial contributions at the start of the planning for the development of the Project.

- a. Pathfinder Counseling Services agrees to provide the following financial, material and labor

resources in respect of the Project:

Pathfinder Counseling Services will provide the counseling services, all materials need for the group. Costs will be covered by Ethan's Purpose.

- b. Boone County Schools hereby agrees to provide the following financial, material and labor resources in respect of the Project:

Boone County Schools will provide the meeting space.

Communication Strategy

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

Liability

No liability will arise or be assumed between the Partners as a result of this Memorandum.

Dispute Resolution

In the event of a dispute between the Partners in the negotiation of the final binding contract relating to this Project, a dispute resolution group will convene consisting of the Chief Executives of each of the Partners together with one other person independent of the Partners appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to enter into any binding contract to complete the Project.

Term

The arrangements made by the Partners by this Memorandum shall remain in place from August 1, 2023 until ~~May 30, 2024~~. The term can be extended only by agreement of all of the Partners.

Notice

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Governing Law

This Memorandum shall be construed in accordance with the laws of the Commonwealth of Kentucky.

Assignment

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Amendment

This Memorandum may be amended or supplemented in writing, if the writing is signed by the party obligated under this Memorandum.

Severability

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Prior Memorandum Superseded

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- a. Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
- b. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. To the extent possible, each Partner will participate in the development of the Project.
- d. Nothing in this memorandum shall obligate any Partner to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Partners of this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.
- e. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- f. This Memorandum will be effective upon the signature of both Partners.
- g. Any Partner may terminate its participation in this Memorandum by providing written notice to other Partner.

The following Partners support the goals and objectives of the Group counseling:

Signatories

This Agreement shall be signed on behalf of Pathfinder Counseling Services by Katherine

Salisbury, Licensed Professional Clinical Counselor, and on behalf of Boone County High Schools. This Agreement shall be effective as of the date first written above.

By: Katherine Salisbury

Date: 7/24/2023

Pathfinder Counseling Services

By Katherine Salisbury, its Licensed Professional Clinical Counselor

By: _____

Date: _____

Boone County Schools

By Boone County Schools representative, its

Deborah Zeferra
Executive Director, Ethan's Purpose