

## **Memorandum of Understanding**

This Memorandum of Understanding (the "Memorandum") is made on July 19, 2022 by and between **Pathfinder Counseling Services**, of 3 W 6th St, Newport, Kentucky 41071 and Boone County School District, of 8330 US 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 District desire to enter into an agreement in which Pathfinder Counseling Services and Boone County School District will work together to complete the Project;

AND WHEREAS Pathfinder Counseling Services and Boone County School District 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 individual or group counseling between Pathfinder Counseling Services and Boone County School District.

### **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 weeks, on site at a school within Boone County School District.

b. Services to be rendered by Boone County School District include:

The school where services are being provided 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 needed for the group. Costs will be covered by Ethan's Purpose.

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

The school where services are being provided 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 July 19, 2022 - July 19, 2023. 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, whose 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 the 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 Counselor Associate, and on behalf of Boone County School District. This Agreement shall be effective as of the date first written above.

  
\_\_\_\_\_  
Pathfinder Counseling Services

Date: 7-20-2022

By Katherine Salisbury, it's Licensed Professional Counselor Associate

\_\_\_\_\_  
Boone County School District  
By Boone County School District

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Ethan's Purpose Foundation  
By Deborah Zegarra, it's Executive Director

Date: 7-19-22