



Memorandum of Understanding

This Memorandum of Understanding (the "Memorandum") is made For the 2025/2026 School Year, August 1, 2025- December 31st, by and between Paris Counseling LLC, of 3209 W. Smith Valley Rd, Suite 216, Greenwood, Indiana 46142 (hereinafter referred to as "Paris Counseling") and Franklin Community School Corporation, of 998 Grizzly Cub Drive Franklin, Indiana 46131 (hereinafter referred to as "FCS") to achieve the various aims and objectives relating to the Projects: mental health skills-based groups for students in kindergarten through twelfth grade and counseling packages for students in kindergarten through twelfth grade.

Purpose

This memorandum serves as an agreement between Paris Counseling LLC and FCS regarding the abovementioned Projects: mental health skills-based groups for kindergarten through twelfth grade and counseling packages for kindergarten through twelfth-grade students.

Qualifications of Paris Counseling Employees

All Paris Counseling employees providing services to students pursuant to this MOU shall at all times meet FCSC's employment and employee retention policies, as said policies may relate to Paris Counseling employees based upon the nature of the services provided and the extent of the employee's contact with students.

Cooperation

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

- A. Services to be rendered by Paris Counseling include:
 - a. Provide groups services
 - i. Provide materials for the groups
 - ii. Communicate needs and feedback
 - iii. Provide a summary after each group of topics
 - iv. Provide these services on-site
 - v. Act in accordance with all applicable laws of confidentiality in handling client (student) information
 - b. Provide Counseling services to students
 - i. Provide services at Paris Counseling location or on the FCS campus
 - ii. Act in accordance with all applicable laws of confidentiality in handling client (student) information
- B. Services to be rendered by FCS include:
 - a. Identify the participants
 - b. Provide space
 - c. Determine the schedule
 - d. Obtain written consent from the student's parent or guardian before the student can participate in a skills-based group or counseling service.
 - e. Communicate needs and feedback.

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- f. Shall comply with all laws in accordance with the Family Education Rights and Privacy Act.

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. Paris Counseling agrees to provide the following financial, material, and labor resources in respect of the Project:
 - a. Provide appropriately credentialed facilitators with the time and materials necessary for the groups.
 - b. Provide appropriately credentialed therapists for the Counseling package.
- B. FCS hereby agrees to provide the following financial, material, and labor resources in respect of the Project:
 - a. Cover the costs for the groups, provide the students, and provide a space for the groups.
 - b. Cover the costs for the Counseling packages.

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

The parties agree to notify one another promptly of any claim made by or expected from a claimant against a party to this Agreement which claim relates to the subject matter of this Agreement. The parties agree to cooperate to attempt to dispose of any such claim. Each party to this Agreement ("Indemnitor") agrees to indemnify and hold harmless the other party ("Indemnitee") (together with Indemnitee's successors, assigns, directors, officers, employees, and any other person for whom Indemnitee may be legally responsible) from and against any loss, cost, claim, or expense, including reasonable attorney fees, arising from any act of negligence or other breach of duty by Indemnitor, its successors, assigns, directors, officers, employees or agents; provided however, that Franklin Community School Corporation's obligation to hold Paris Counseling harmless shall be limited in substance by statutes designed to protect and limit the exposure and liability of Franklin Community School Corporation as an instrumentality of the State of Indiana and/or an Indiana public school corporation (e.g., actions and conditions as to which the party is immunized by the Indiana Medical Malpractice Act, the Indiana Tort Claims Act, dollar limits stated in such Acts, exemption from punitive damages, and the continued ability to defeat a claim by reason of contributory negligence or fault of the claimant), so that Franklin Community School Corporation's liability to hold harmless shall not

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exceed what might have been its liability to claimant if sued directly by claimant in Indiana and all appropriate defenses had been raised by the party.

HIPAA Clause

Paris Counseling will act in accordance with all applicable laws of confidentiality in handling student/client information, i.e., Health Insurance Portability and Accountability Act (HIPAA), releases from parents, use of electronic communications, which concerns the use of, access to, and disclosure of electronic communications.

Agrees to report any known or suspected "security incident" to Paris Counseling as that term is defined in CFR 164.304, not more than twenty-four (24) hours after you learn of such a security incident.

No Protected Health Information (PHI) is permitted to be shared with school officials/staff without a valid Release of Information.

Term

The arrangements made by the Partners by this Memorandum shall remain in place from August 1, 2025, to December 31, 2025. The term can be extended only with the agreement of all 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 outlined 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 State of Indiana.

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

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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.

Pricing for Goods/Services:

Between 30 minutes to 1 hour of mental health Wellness skills-based groups at \$130 an hour

If the school cancels the groups for any reason, a \$130 fee will be charged. Paris Counseling provides a therapist to cover the assigned groups therefore preventing this therapist from seeing any other clients during the allotted time.

If a group is canceled, the therapist will do a combined group (also known as a double group) in the same week to ensure that all kids will still be seen. Since the volume is double the normal number of kids, a charge of \$260 for these groups will be enforced.

Counseling Packages for kindergarten through twelfth grade students are \$140 for 45 minutes or \$160 for 60 minutes if provided at the Paris Counseling office in Greenwood, Indiana. If counseling services are provided on the FCS campus, the costs are \$155 for 45 minutes or \$175 for 60 minutes. The additional fifteen dollars for both 45- and 60-minute sessions will cover travel expenses incurred by the staff at Paris Counseling.

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Signatories

This Agreement shall be signed by Randi Paris, owner, on behalf of Paris Counseling LLC, and Franklin Community Schools board president Jake Sopenfield. It shall be effective as of the date first written above.

By:  Date: 9/25/2025
Paris Counseling LLC
Randi Paris, Owner

By:  Date: 10-20-25
Franklin Community School Corporation
School Board President