

Coaching Agreement

This Agreement is entered into by and between:

- Patrick Rainey--Certified Executive Coach, Performance Dashboard
- Jim D—ABC Client
- Matt Z, George F-ABC Management Sponsors

Description of Coaching: Coaching is partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in a thought-provoking and creative process that inspires the client to maximize personal and professional potential. It is designed to facilitate the creation/development of personal, professional, or business goals and to develop and carry out a strategy/plan for achieving those goals.

1) Coach-Client Relationship

A. Coach agrees to maintain the ethics and standards of behavior established by the International Coach Federation "(ICF)" (Coachfederation.org/ethics). It is recommended that the Client review the ICF Code of Ethics, and the applicable standards of behavior as attached.

- B. Client is solely responsible for creating and implementing his own physical, mental and emotional well-being, decisions, choices, actions, and results arising out of or resulting from the coaching relationship and his coaching calls and interactions with the Coach. As such, the Client agrees that the Coach is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Coach. Client understands coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.
- C. Client further acknowledges that he may terminate or discontinue the coaching relationship at any time.
- D. Client acknowledges that coaching is a comprehensive process that may involve different areas of his life, including work, finances, health, relationships, education, and recreation. The Client agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively the Client's responsibility.
- E. Client acknowledges that coaching does not involve the diagnosis or treatment of mental health disorders as defined by the American Psychiatric Association and that coaching is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical, or other qualified professionals and that it is the Client's exclusive responsibility to seek such independent professional guidance as needed. If



Client is currently under the care of a mental health professional; it is recommended that the Client promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by the Client and the Coach.

F. The Client understands that to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program.

2) Coaching Services

The parties agreed to engage in a 4 to 6 month coaching program as outlined in an opening meeting coaching kickoff meeting in September 2023. This meeting contemplated several opening sessions with the client, the subsequent development of this agreement, and a listing of goals and action items to focus on during the term of the relationship. The meeting also outlined reconnecting with sponsors during the term of the coaching program and some terms for sharing client progress with sponsors. As discussed, homework assignments are anticipated as well as specific reading and listening material specific to the needs of the client. The Gallup CliftonStrength assessment will be an ongoing reference tool to help the client, but other assessments might be considered, such as a multi-rater 360.

3) Confidentiality

This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship, is bound by the principles of confidentiality set forth in the ICF Code of Ethics. However, please be aware that the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege. The Coach agrees not to disclose any information pertaining to the Client without the Client's consent. The Coach will not disclose the Client's name as a reference without the Client's consent.

Confidential Information does not include information that: (a) was in the Coach's possession prior to it's being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by the Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by the Coach without use of or reference to the Client's confidential information: or (e) the Coach is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to the Coach and because of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and (g) involves illegal activity. The Client also acknowledges his continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.



4) Areas of Focus, Goals

- Learning to use top Strengths, leverage the talents he has, navigate blind spots—learn and be aware of liabilities that come with Lesser Strengths. Learning to recognize and take corrective action when, for example, he is "outrunning" his team with overuse of his Strategic talent.
- Learning to recognize, translate, and leverage the individual and collective Strengths of his direct reports and his team. Understanding and responding to their blind spots and the individual and team reaction to his blind spots.
- Insufficient delegation is a recognized blind spot and challenge for the client and is connected to some outlooks on team relationships, rationalizing workloads of direct reports, a need to control work and outcomes, and a personal need to keep involved in project work which needs self-reflection and boundaries. This delegation outlook needs to be addressed up and down managerial connections in the ABC org chart to help client work toward realistic and achievable objectives.
- Reconsidering the direct report communication to Matt Z and ensuing that one-on-ones and Jim D and are delivered both directions in a way that communication is understood as intended.
- Listening and patience need focus to build trust with his team. This involves learning the art (and science) of inquiry and learning and practicing the conversational principle of "the pause".
- Providing guidance, direction, support, and coaching in the context of high-substance/highstructure conversations need to be reviewed, applied, and consistently practiced as learned/discussed in 2023 Cohort training. An eye toward additional hires and future leadership development for this group needs consideration as leadership principles are discussed and put in place.

It is expected that these areas of focus will be shared along with this agreement with the client's sponsors and that specific action plans and tactics to resolve and improve will be developed in the coaching environment and shared and discussed between all parties to this agreement.

 Jim D	 Patrick Rainey
Client	Coach
Date	Date