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**Daryl L. Nardick, PhD  
Leadership Development Coach & Consultant  
Higher Education**

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**Leadership Coaching Agreement**

**Client:** John Richmond, PhD, Dean, College of Music, UNT

**Coach:** Daryl L. Nardick, PhD

**Date:** December 18<sup>th</sup>, 2017

**Purpose**

Daryl Nardick is offering this agreement to provide leadership coaching for John Richmond. Leadership coaching is intended to support leaders in aligning their behaviors and their individual sense of self and being with achieving the results that are most important to the long-term success of their organization and themselves.

**Mutual Agreements for Individual Coaching**

1. The client meets with the coach in person or calls the coach at the scheduled time.
2. The coaching plan is designed jointly with the client.
3. Coaching draws out the intelligence and wisdom of the client rather than taking on a role of advising or being an expert consultant. The work is based on the assumption that the client is whole, wise, and highly knowledgeable about the nature of their own personal and professional development.
4. Coaching focuses on the whole person – physical, emotional, cognitive, and spiritual. It is attentive to how the client’s interior reality is expressed through their physical presence and behaviors. Therapeutic or counseling approaches are distinct and different from coaching’s methodology. However, coaching does address personal issues or life conditions that impact on profession effectiveness.
5. Throughout the working relationship the coach will engage the client in direct, honest, and purposeful conversations – aligned with the client’s intentions for the coaching program.
6. The client can count on the coach to hold the client’s aspirations and growth as primary by asking pertinent questions, making requests, offering helpful provocations, co-creating behavioral exercises and other ways of

supporting enhanced self-awareness, capacity for self-correcting, and generating more effective behavior.

7. Periodically, the coach will check in with the client to assure that the coaching experience is productive and results in value-add for the client, making any adjustments as needed to best serve the client.
8. The client and coach may choose to discontinue the coaching relationship at any time for any reason.

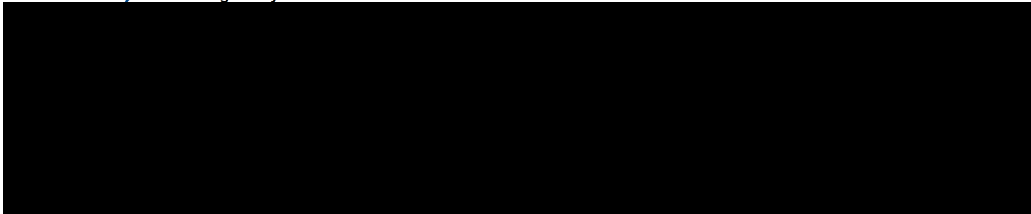
**Duration and Investment**

This coaching engagement will cover twelve sessions to be completed by September 30<sup>th</sup>, 2018. The investment for these sessions will be \$3600.00 at \$300.00 per session. The terms for all invoices and reimbursement requests will be 30 calendar days from the date of receipt.

Upon completion of the terms of this agreement, we will evaluate the progress of the coaching against the established goals and determine the appropriateness of continuing or concluding the process. The coach promises to keep all information provided to the coach as strictly confidential, except as required by law, including the client’s professional relationship with the coach. Exceptions to this confidentiality will only be made with the expressed permission of the client.

Our signatures below indicate full understanding and agreement with the contract.

DocuSigned by:



Coach: \_\_\_\_\_ Date: December 18th, 2017

### STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System and the University of North Texas (collectively, "UNT") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

**Payment.** In accordance with Chapter 2251 of the Texas Gov't Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNT; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

**Eligibility to Receive Payment.** By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov't Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**Tax Exempt.** UNT is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

**Breach of Contract Claims Against UNT.** Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNT that cannot be resolved in the ordinary course of business.

**Governing Law and Venue.** This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part in Denton County, Texas, and venue for any suit filed against UNT shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

**No Excess Obligations.** In the event this Agreement spans multiple fiscal years, UNT's continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNT shall issue written notice to Vendor that UNT may terminate the Agreement without further duty or obligation.

**Travel Expenses.** Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

**Insurance.** UNT, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNT shall, without further requirement, satisfy all insurance obligations of UNT under the Agreement.

**Public Information.** UNT shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNT in an electronic format.

**Required Posting of Contracts on Website.** Vendor acknowledges and agrees that UNT is required by Section 2261.253 of the Texas Gov't Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

**Israel Non-Boycott Verification.** Pursuant to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

**Limitations.** UNT is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNT property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNT, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

