

# CLERGY COACHING GROUP SPRING 2022 AGREEMENT

This Agreement is entered into by and between: Iron and Sage, Inc, 9129 Vendome Drive, Bethesda, MD, 20817 (Facilitators) and Coaching Group Participant (Participant) whereby Facilitators agree to provide Group Coaching Services for Participant focusing on Leadership, Vision, and Emotional Intelligence.

**Description of Coaching:** Coaching is a partnership (defined as an alliance, not a legal business partnership) between the Facilitator(s), the Participant, and the other group participants in a thought-provoking and creative process that inspires the participant to maximize personal and professional potential. It is designed to facilitate the creation/development of personal, professional or organizational goals and to potentially develop and carry out a strategy/plan for achieving those goals.

## 1) Coach-Client Relationship:

A. Facilitators agree to maintain the ethics and standards of behavior established by the International Coaching Federation (“ICF”). [www.coachingfederation.org/ethics](http://www.coachingfederation.org/ethics). It is recommended that the Client review the ICF Code of Ethics and the applicable standards of behavior.

B. Participant is solely responsible for creating and implementing Participant’s own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and Participant’s coaching calls and interactions with the facilitators and group. As such, the Participant agrees that the Facilitators are 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 Facilitators. Participant 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. Participant further acknowledges that he/she is under no obligation to continue coaching beyond the Clergy Coaching Group experience and may, acknowledging the refund policy, withdraw from the group at any time.

D. Participant acknowledges that coaching is a comprehensive process that may involve different areas of Participant’s life, including work, finances, health, relationships, education and recreation. The Participant agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively the Participant’s responsibility.

E. Participant acknowledges that coaching does not involve the diagnosis or treatment of mental 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 Participant’s exclusive responsibility to seek such independent professional guidance as needed. If Participant is currently under the care of a mental health professional, it is recommended that the Participant promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by the Participant and the Facilitators. Participant is aware that the Coaching Relationship is in no way to be construed as business or organizational consultancy. In the event that the participant requires same, it is the responsibility of the participant to seek such professionals, as the client deems necessary. Coaching results are not guaranteed. Participant enters into coaching with the understanding that they are responsible for creating their own results.

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

## **2) Services:**

The parties agree to engage in the Group Coaching Experience which includes 4 90-minute group coaching sessions and 1 one-to-one coach meeting. Facilitators will be available to Participant for brief check-ins by e-mail or text or for check-in phone calls for 5 – 10 minutes in between scheduled meetings. Facilitators may also be available for additional coaching to be arranged separately from the Group Coaching Experience.

## **3) Schedule & Fees:**

This coaching agreement is valid as of 04/12/2022 or upon acceptance of the agreement via the Clergy Coaching Group Registration Form. The fee for the Clergy Coaching Group is \$600 in advance or by individual arrangement.

The group calls/meetings shall be 90 minutes and one-to-one calls will be 50 minutes.

***The refund policy in effect for the term of this Agreement is as follows:*** Participants may cancel and receive a full refund up to 48 hours prior to the first group coaching session. A 75% refund is available for 4 days after the first session. After that, no refund is available.

## **4) Procedure:**

The group coaching calls are scheduled for April 26, 2022, May 3, 2022, May 17, 2022, and June 7, 2022 at 1:30 PM eastern. The one-to-one coaching meetings will take place via Zoom or phone and times will be determined by assigned Facilitator and Client based on a mutually agreed upon time. All one-to-one coaching meetings must be completed by June 30, 2022. Obligation for scheduling is the Participant's.

## **5) Cancellation Policy:**

Participant agrees that it is the Participant's responsibility to notify the Facilitator 24 hours in advance of the scheduled calls/meetings. Facilitators reserve the right to consider a missed meeting as the one-to-one Clergy Coach Group session. Coach will attempt in good faith to reschedule the missed meeting.

## **6) Termination/Program Cancellation:**

The Facilitators may terminate this Agreement/Cancel the Clergy Coaching Group at any time prior to the first Coaching Group Session. This may be for reasons of too few participants, severe illness, or another unforeseen event. In case of termination of the agreement, Iron and Sage, Inc. will refund the full amount paid.

## **7) General Confidentiality:**

This coaching relationship, as well as all information (documented or verbal) that the Participant 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 (or Participant-Facilitator) 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 Facilitators agree not to disclose any information pertaining to the Participant without the Participant's written consent. The Facilitators will not disclose the Participant's name as a reference without the Participant's consent.

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

## **8) Group Confidentiality**

Participant understands that the identity of other participants, content of the conversations, and personal information shared by other participants are confidential. To this end, Participant will not share any of this information with anyone outside of the coaching group without express permission from the individual who shared the information. Participant and Facilitators may share their personal learning and growth, themes from conversations that are not specific to an organization, the focus of the work, key insights, and their work.

## **9) Privacy/Data Protection**

A. The Facilitators and the Participant will each of them comply as appropriate with applicable privacy/data protection legislation, binding court order, judgment or decree, guidance, codes, policy or standards.

B. Facilitators respect the privacy of Participant and will not share data with third parties, other than required by law or as indicated in the "Release of Information" section.

C. In connection with any infringement by the Coach of applicable privacy/data protection legislation requirements, including a security breach, concerning personal data/personal identifiable information in relation to the Client, the Coach's entire liability under this Agreement and the Client's exclusive remedy shall be limited to the amount actually paid by the Client to the Coach under this Agreement for all coaching services rendered through the end of the Clergy Coaching Group.

## **10) Release of Information:**

1) The Facilitators engage in training and continuing education pursuing and/or maintaining ICF (International Coach Federation) Credentials. That process requires the names and contact information of all Clients for possible verification by the ICF. By signing this agreement, you agree to have only your name, contact information and start and end dates of coaching shared with ICF staff members and/or other parties involved in this process for the sole and necessary purpose of verifying the coaching relationship, no personal notes will be shared. If this clause is an issue, please contact the facilitators by email (confirming that the email has been received) and let them know.

According to the ethics of our profession, topics may be anonymously and hypothetically shared with other coaching professionals for training, supervision, mentoring, evaluation, and for coach professional development and/or consultation purposes.

**11) Limited Liability:**

Except as expressly provided in this Agreement, the Facilitators make no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event shall the Facilitators be liable to the Participant for any indirect, consequential or special damages. Notwithstanding any damages that the Participant may incur, the Facilitators' entire liability under this Agreement, and the Participant's exclusive remedy, shall be limited to the amount actually paid by the Participant to the Facilitators under this Agreement for all coaching services rendered through and including the termination date.

**12) Entire Agreement:**

While Participants may be asked to reiterate their understanding of specific sections of this agreement elsewhere and will sign their agreement elsewhere, this document reflects the entire agreement between the Facilitators and the Participant, and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by both the Facilitators and the Participant.

**13) Severability:**

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

**14) Waiver:**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**15) Applicable Law:**

This Agreement shall be governed and construed in accordance with the laws of the State of Maryland, without giving effect to any conflicts of laws provisions.

**16) Binding Effect:**

This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.

AGREEMENT INDICATED ON REGISTRATION FORM