

Coaching Agreement

This agreement for coaching ("Agreement") is between Blanchard Training and Development, Inc., d.b.a. Blanchard® ("Blanchard"), and Florida State Board of Administration ("Client"), dated as of the last signature date of this Agreement ("Effective Date").

Agreement

1. **Defined Terms.** Capitalized terms used in this Agreement are defined on Schedule A, except for those defined in the introductory paragraph above.
2. **Commencement and Duration.** This Agreement commences on the Effective Date and remains in effect until the final Coaching Session occurs. Coaching Recipient or Client may end a Coaching Engagement pursuant to the terms in Section 10.
3. **Contact Information.** The contact information for this Agreement is as follows:

Coaching Recipient; email:	Marcia Main; Marcia.main@sbafla.com
Client contact; email:	Ashlyn Thomas; Ashlyn.thomas@sbafla.com
Coaching Solutions Architect; email:	Lora Lebo; lora.lebo@blanchard.com

4. **Coaching Services and Materials; Getting Started; Pacing.** Blanchard will provide the Coaching Services and Materials described on Schedule B. Blanchard will assign a Coaching Solutions Architect to each Coaching Recipient. The Coaching Solutions Architect's role differs depending on the type of Coaching Engagement chosen; a brief description of the Coaching Solutions Architect's role is included on Schedule B. To ensure the Coaching Recipient receives the maximum benefit from the Coaching Engagement, Blanchard recommends the Coaching Recipient schedule Coaching Sessions that occur at a consistent pace, with fewer than three weeks between each Coaching Session.
5. **Payment Terms.** In return for the Coaching Services and Materials, Client will pay Blanchard the Coaching Investment. Blanchard will invoice Client for the Coaching Investment promptly after the Effective Date and payment for the Coaching Investment is due in full prior to the Engagement Start Date. Blanchard will invoice Client for any applicable travel expenses either as part of the invoice for the Coaching Investment, if these expenses are known, or separately after those expenses are incurred. The SBA will only reimburse for travel expenses incurred in accordance with Ch. 112.061 FS 2023 and the SBA Travel Policy 10-052. Client will pay all Blanchard invoices within 30 calendar days from receipt of the invoice. Blanchard will include Sales Taxes on invoices when the invoice relates to goods or services delivered in jurisdictions where Blanchard is currently registered to collect and remit Sales Taxes.
6. **Confidentiality.** Information exchanged during Coaching Sessions is confidential and Blanchard may not share this information with Client, unless Blanchard's failure to disclose would violate applicable laws including, without limitation: harassment, discrimination, and illegal activity.
7. **Transfer of Coaching Engagement.** Client will promptly inform Blanchard of any request to transfer a Coaching Engagement from the original Coaching Recipient to a different Coaching Recipient. It is in Blanchard's discretion to allow or disallow a transfer; however, Blanchard will not unreasonably withhold consent for a transfer request. One factor Blanchard will consider when evaluating a request is how much of the Coaching Engagement has been used prior to the request. Blanchard may charge a fee for these transfers to cover certain administrative costs. In these situations, the parties will work together in good faith to arrive at an agreed-upon transfer approach.
8. **Engagement Timeframe.** All Coaching Sessions for each Coaching Engagement must take place within the Engagement Time Frame. If a Coaching Recipient wants to extend the Engagement Timeframe and/or add Coaching Sessions to the Coaching Engagement, they must contact the Coach prior to the Engagement End Date and the parties must memorialize the terms of the extension and/or additions in writing.
9. **Rescheduling or Cancelling Coaching Sessions.**

9.1. Virtual Sessions. If the Coaching Recipient needs to cancel or reschedule a Virtual Session, the Coaching Recipient will use reasonable efforts to provide the Coach with notice as far in advance of the scheduled Virtual Session as possible, but no less than 24 hours. If Coaching Recipient cancels a Virtual Session with less than 24-hours' notice, Client will pay \$500. Coach and Coaching Recipient will work together in good faith to accommodate reasonable scheduling requests.

9.2. F2F Sessions. If the Coaching Recipient needs to cancel or reschedule a F2F Session, the Coaching Recipient must provide the Coach with notice at least 15 calendar days prior to the scheduled F2F Session date, or Client must pay Blanchard the fees identified on Schedule B plus any nonrefundable travel expenses incurred by Blanchard.

10. Early Termination of Coaching Engagement.

10.1. Notice of Intent to End. If the Coaching Recipient or Client wants to terminate a Coaching Engagement after the Engagement Start Date, but prior to the Engagement End Date, the Coaching Recipient or Client must provide the Coaching Solutions Architect with Notice of Intent to End via email (to the email address for the CSA identified in Section 3), and Blanchard will consider the Notice of Intent to End delivered on the date the email is sent. Promptly after the Notice of Intent to End is submitted, the parties will work together in good faith to determine whether transfer of the Coaching Engagement to a different recipient is possible and, if possible, will transfer the remaining Coaching Engagement. If a transfer is not chosen, Section 10.2 applies.

10.2. Impact of Notice of Intent to End. Regardless of when Blanchard receives the Notice of Intent to End: (a) Coaching Recipient's access to the Coach and Coaching Sessions remains in place for the duration of the Notice Month; and (b) Blanchard will not provide refunds for the Notice Month. Blanchard will provide refunds for any Coaching Months paid for by Client prior to receipt of Notice of Intent to End, other than the Coaching Month, as follows:

10.2.1. If Blanchard receives a Notice of Intent to End within the first 11 calendar days of a Coaching Month, Blanchard will refund Client for the Notice +1 Month and any remaining Coaching Months in the Coaching Engagement.

10.2.2. If Blanchard receives a Notice of Intent to End between 11 and 20 calendar days after the start of a Coaching Month, Blanchard will refund Client for 50% of the Notice +1 Month plus any remaining Coaching Months after the Notice +1 Month.

10.2.3. If Blanchard receives a Notice of Intent to End more than 20 calendar days after the start of a Coaching Month, Blanchard will refund Client for 25% of the Notice +1 Month plus any remaining Coaching Months after the Notice +1 Month. Blanchard will not charge Client for any remaining Coaching Months after the Notice +1 Month.

11. Coaching Platform Access. Commencing promptly after the Effective Date and shortly before the Engagement Start Date, the Coaching Recipient will be given access to the Coaching Platform. The Coaching Recipient's use of the Coaching Platform is subject to the Coaching Platform's terms of use and privacy policy, which is accessed on the Coaching Platform. The Coaching Recipient will continue to have access to the Coaching Platform free of charge after the Engagement End Date, allowing the Coaching Recipient to view completed engagements and access Supporting Coaching Materials.

12. Intellectual Property. The parties each maintain exclusive right, title, and interest to their own intellectual property. This Agreement does not transfer any intellectual property rights in the Coaching Materials to the Coaching Recipient, Client, or to any other person or entity. To the extent that the Coaching Materials contain content subject to Blanchard's intellectual property rights, Blanchard grants the Coaching Recipient a limited, world-wide, non-exclusive, non-transferable, non-assignable license to use the Coaching Materials for their personal and professional development. The Coaching Recipient may not: (a) remove, obscure, or alter any the copyright notices on the Coaching Materials; (b) create any similar or derivative works based on the Coaching Materials; or (c) market or resell the Coaching Materials to third parties. The Coaching Recipient's license remains in effect unless terminated by Blanchard for a violation of licensing restrictions.

13. Standard Clauses for Client Contracts.

13.1 AGREEMENT TRANSPARENCY

Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational Agreements on its website, and this Agreement will be one of the agreements posted. Blanchard hereby agrees that the SBA is authorized to post this Agreement (including any amendments or addenda hereto) and a description of the content of the Agreement (including any amendments or addenda hereto) on the SBA's website.

13.2 CONFIDENTIAL INFORMATION

Blanchard agrees to keep confidential any and all SBA information it obtains in the course of providing the services set forth in this Agreement except to the extent otherwise required to be disclosed by any applicable federal or state law provided that prior to any such disclosure pursuant to applicable law Blanchard shall give the SBA prompt written notice and Blanchard shall use all reasonable efforts, in good faith, to provide the SBA the opportunity to quash or abate such legal process or seek a protective order.

13.3 COUNTERPARTS

This Agreement may be executed in one or more counterparts, and when each party has executed at least one counterpart, this Agreement shall be deemed to be one and the same document.

13.4 FRAUD HOTLINE

The SBA maintains a fraud hotline at (888) 876-7548 to encourage individuals to report suspected SBA-related fraud, theft, or financial misconduct on an anonymous basis. Within 30 days following the effective date of this Agreement, Blanchard agrees to communicate this hotline information to those of its employees that are responsible for providing services under this contract. Blanchard also agrees to re-communicate this hotline information at the request of the SBA.

13.5 GOVERNING LAW; VENUE

This Agreement shall be governed by, construed under and interpreted in accordance with laws of the State of Florida without regard to conflict of law principles. Any proceedings to resolve disputes regarding or arising out of this Agreement shall be conducted in the state courts located in Leon County, Florida, and the parties hereby consent to the jurisdiction and venue of those courts.

13.6 INDEMNIFICATION

Blanchard agrees to protect, indemnify, defend and hold harmless the SBA, its trustees, officers and employees from and against any and all costs, claims, demands, damages, losses, liabilities and expenses (including reasonable counsel fees and expenses, and investigation, collection, settlement and litigation costs) resulting or arising from or in any way related to the Blanchard's breach of data security, negligent acts or omissions, fraud, willful misconduct, violation of law, or breach of the Agreement.

13.7 SUBCONTRACTOR/AGENTS

Blanchard shall be responsible and accountable for the acts or omissions of Blanchard Representatives to the same extent it is responsible and accountable for its own actions or omissions under this Agreement. Blanchard agrees to impose the requirements of this Agreement on all Blanchard Representatives, which includes Blanchard's officers, directors, employees, agents, contractors, subcontractors and consultants, including affiliates thereof assisting in the performance of the Agreement.

13.8 RIGHT TO AUDIT

13.8.1 During the term of the Agreement and for a period of ten (10) years after the expiration or termination of the Agreement, the SBA shall have the right to have any person or entity designated by the SBA, including an independent public accountant or auditor and/or any federal or state auditor, to inspect, review and/or audit, any books, records and supporting documents relating to the Agreement and/or the subject matter of the Agreement (the "Records"). In the event such right is exercised and upon no less than ten (10)

business days' prior written notice by the SBA, Blanchard agrees to permit reasonable access to its premises and the Records during Blanchard's normal business hours. The SBA shall have the right, in connection with any such inspection, review and/or audit, to have one or more members of its staff present at all times. During the term of the Agreement and for a period of ten (10) years after the expiration or termination of the Agreement (or for any longer period of time that may be required by any applicable law relating to the retention of Records), Blanchard shall maintain and retain the Records, at its sole expense. In the event the SBA and/or its designees are in the process of conducting such an inspection, review and/or audit upon the expiration of the ten (10)-year access and/or retention periods described herein, then this Right to Audit section shall survive in its entirety until the conclusion of such inspection, review and/or audit, in the SBA's or the SBA designee's reasonable determination. For the avoidance of doubt, the scope of any inspection, review and/or audit under this Right to Audit section may include, without limitation, Blanchard's compliance with the terms of the Agreement, compliance with any applicable foreign, federal, state and/or local law or regulation, an assessment of risks and controls and/or the source and application of the SBA's funds.

- 13.8.2 Blanchard shall use best efforts to cooperate with the SBA and any person or entity designated by the SBA in connection with any inspection, review and/or audit under this Right to Audit Section including, without limitation, causing its relevant and knowledgeable employees and/or representatives to be available to assist and to respond to reasonable inquiries and requests of the SBA and/or its designees. Blanchard shall respond (including, if relevant and appropriate, with an action plan) within a reasonable time to any reports, findings and/or assessments provided to Blanchard by the SBA and/or its designees, and Blanchard shall provide a copy of all such responses to the SBA. Blanchard acknowledges and agrees that any such report, finding and/or assessment is intended for the sole use and for the benefit of the SBA.
- 13.8.3 Except as set forth herein, the SBA shall bear the costs of any inspection, review and/or audit described in this Right to Audit Section. However, in the event the SBA and/or its designees conclude that Blanchard overcharged the SBA or that Blanchard engaged in or committed (including through acts or omissions) any fraud, misrepresentation and/or non-performance, then Blanchard shall be obligated to reimburse the SBA for the total costs of inspection, review and/or audit no later than ninety (90) days after the SBA's request for reimbursement thereof. Blanchard's reimbursement obligation herein shall be in addition to all other rights, remedies and damages available to the SBA at law or in equity, which shall not be deemed waived or relinquished in any way because of Blanchard's additional reimbursement obligation hereunder.

13.9 PUBLIC RECORDS

Notwithstanding any provision in this agreement between the parties, Blanchard acknowledges and agrees that the SBA is bound by the provisions of Chapter 119 (Public Records), Florida Statutes, and in the event of any conflict between Chapter 119, Florida Statutes, and the terms of this Agreement between the parties, the provisions and procedures of Chapter 119, Florida Statutes will prevail. To the extent applicable, Blanchard shall comply with Chapter 119, Florida Statutes. In particular, Blanchard shall:

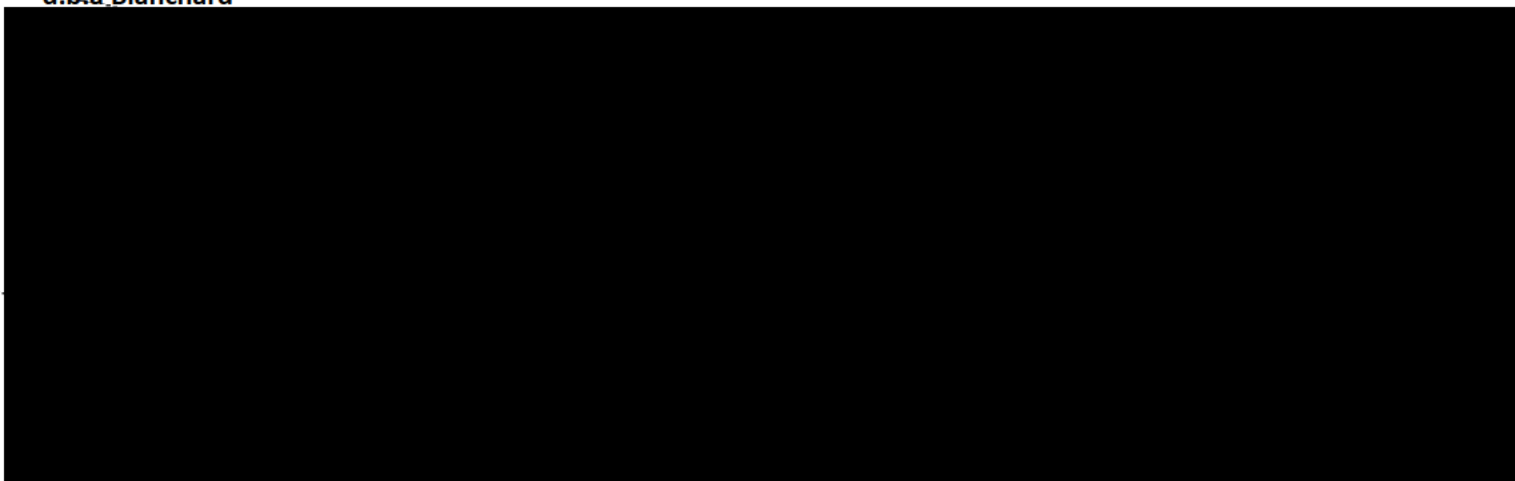
- 13.9.1 Keep and maintain public records required by the SBA in order to perform the services under the Agreement;
- 13.9.2 Upon request from the SBA's custodian of public records, provide the SBA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by Florida law;
- 13.9.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Blanchard does not transfer the records to the SBA; and

13.9.4 Upon completion of the Agreement, transfer, at no cost, to the SBA all public records in Blanchard's possession (if so directed by the SBA) or keep and maintain public records required by the SBA to perform the service. If Blanchard transfers all public records to the SBA upon completion of the Agreement, Blanchard shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Blanchard keeps and maintains public records upon completion of the Agreement, Blanchard shall meet all applicable requirements for retaining public records. Blanchard shall provide all records that are stored electronically to the SBA, upon request from the SBA's custodian of public records, in a format that is compatible with the information technology systems of the SBA.

This Agreement is executed by each party's authorized representative.

Blanchard Training and Development, Inc.,
d.b.a Blanchard®

Florida State Board of Administration



Schedule A
Definitions

- 1) **“Coach”** is the Blanchard coach assigned to work with the Coaching Recipient.
- 2) **“Coaching Engagement”** is a series of, or package of, Coaching Sessions and the Coaching Engagement offered under this Agreement is described on Schedule B.
- 3) **“Coaching Investment”** is the amount due to Blanchard from Client for the Coaching Services and Materials identified on Schedule B.
- 4) **“Coaching Materials”** are the Supporting Coaching Materials and Supplemental Coaching Deliverables, collectively.
- 5) **“Coaching Month(s)”** are the monthly blocks of time of the Engagement Timeframe, calculated in 30 calendar-day increments that commence on the Engagement Start Date. *(Example: for a Coaching Engagement with an Engagement Start Date of August 12, the first Coaching Month would be from August 12 to September 10; the second Coaching Month from September 11 to October 10; the third Coaching Month from October 11 to November 9, etc.).*
- 6) **“Coaching Platform”** is the online coaching management platform at www.coaching.com, which is used: (a) as a communication tool between the Coaching Recipient and Coach/CSA; (b) to manage scheduling between the Coaching Recipient and Coach; and (c) to provide the Coaching Recipient with Supporting Coaching Materials.
- 7) **“Coaching Recipient”** is the individual(s) receiving coaching.
- 8) **“Coaching Session”** is a one-hour coaching session between the Coach and Coaching Recipient. A Coach and Coaching Recipient may agree to combine Coaching Sessions (for example, they may agree to meet for a two-hour session, and this one session is considered two “Coaching Sessions” in terms of the Coaching Engagement).
- 9) **“Coaching Services and Materials”** are the Coaching Engagement and Coaching Materials, collectively.
- 10) **“Coaching Solutions Architect”** or **“CSA”** is the Blanchard senior coach overseeing the Coaching Engagement.
- 11) **“Engagement End Date”** is the last date of the Engagement Timeframe.
- 12) **“Engagement Start Date”** is the date the Engagement Timeframe commences, which is noted for the Coaching Recipient as the ‘Start Date’ in the Coaching Platform.
- 13) **“Engagement Timeframe”** is the time period the Coaching Engagement occurs, commencing on the Engagement Start Date and ending on the Engagement End Date.
- 14) **“F2F Session”** is an in-person (face-to-face) Coaching Session.
- 15) **“Notice Month”** is the Coaching Month in which Blanchard receives a Notice of Intent to End.
- 16) **“Notice of Intent to End”** is a written communication from the Coaching Recipient or the Client to Blanchard stating their intent to end a Coaching Engagement prior the Engagement End date.
- 17) **“Notice +1 Month”** is the Coaching Month that immediately follows the Notice Month.
- 18) **“Sales Taxes”** means, as applicable, sales and use taxes, value added tax, and any similar taxes.
- 19) **“Supplemental Coaching Deliverables”** are optional assessments and other materials that may be purchased with a Coaching Engagement to add value to the Coaching Engagement and, if included as part of the Coaching Materials under this Agreement, these are described on Schedule B.
- 20) **“Supporting Coaching Materials”** are materials provided by the Coach to the Coaching Recipient at no additional charge and used to support the Coaching Sessions.
- 21) **“Virtual Session”** is a Coaching Session that uses a means of communicating that is not in-person and takes place either over the phone or by using an electronic app or program like FaceTime, Skype, or Microsoft Teams.

Schedule B
Description of Coaching Services and Materials; Coaching Investment and Invoice Schedule

A. Coaching Engagement(s): Description and Fees

1. *Description of Coaching Engagement(s)*

Type of Coaching Engagement: Coaching for Leaders	
What is Included in Coaching Engagement	<ul style="list-style-type: none"> • Up to 3 hours of leadership coaching sessions per month • Weekly check-ins and unlimited communications through the coaching platform • Personal Strategy Roadmap with integration of assessment results and action plans co-developed by Coaching Recipient and Coach to establish approach going forward
CSA Role	The CSA will oversee the Coaching Engagement and: (a) meet with the Coaching Recipient over the phone prior to the start of the Coaching Engagement to ensure the Coach assigned to the Coaching Recipient is a good match for the Coaching Recipient; and (b) confirm the Coach assigned to the Coaching Recipient has the requisite skills and experience for the chosen Coaching Engagement.
Engagement Timeframe	6 months

2. *Fees Coaching Engagement(s)*

Coaching Recipient	Type of Coaching Engagement	Timeframe	Fees	Total
Marcia Main	Coaching for Leaders	6 months	\$3,000 per Coaching Month	\$18,000

B. Supplemental Coaching Deliverables: Description and Fees

1. *Description of Supplemental Coaching Deliverables* **N/A**
2. *Fees for Supplemental Coaching Deliverables*

C. Client Coaching Investment and Invoice Schedule

Coaching Engagements	\$18,000
Supplemental Coaching Deliverables	N/A
Coaching Investment:	\$18,000
<i>Invoice Schedule:</i>	<i>Coaching Investment to be invoiced after Effective Date</i>