

The Ubuntu Group

Coaching Agreement



This Agreement is entered into by and between:

Coach: _____

Client: _____

Whereby Coach agrees to provide Coaching Services for Client as detailed below.

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.

The services to be provided by the coach to the client are coaching, as designed jointly with the client. Coaching, which is not advice, therapy, or counseling, may address specific professional or educational projects in the client's life or profession. Coaching sessions will consist of determining and working toward goals discussed for the client through the agreed upon one on one in-person meetings.

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.

B. Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and his/her 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/she 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 or her 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 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 in order 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) Term

The parties agree to engage in an ongoing Client-Coach relationship until the Client terminates the relationship (see "9 Termination" below).

3) Coach in Training (*Optional, based upon specific situation*)

The coach is currently a graduate student enrolled in Foundations of Leadership Coaching the University of San Diego during fall 2018. As such, as part of the course, the coach will be working with a supervisor and will be presenting the client's case as part of a paper and discussion in class. The client's name will not be disclosed during the presentation(s) and paper(s) submitted for the course.



4) Schedule and Fees

Scheduling of the following session happens at the end of each session. Sessions can be rescheduled when necessary based on the availability of the client and coach.

Coach will be available to Client by e-mail and voicemail in between scheduled meetings as defined by the Coach. Coach may also be available for additional time, per Client's request.

Fees are determined by each individual Coach. Some Coaches work on a sliding scale which Clients may request if they have special circumstances that restrict their income.

5) 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 both by the University of San Diego and 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 written 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 its 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 as a result 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 or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.



6) Release of Information (*Optional, based upon specific situation*)

The Coach engages 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 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.

Client Agrees _____ Client Refuses _____

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.

7) Cancellation Policy

Client agrees that it is the Client's responsibility to notify the Coach 24 hours in advance of the scheduled calls/meetings. Coach will attempt in good faith to reschedule the missed meeting.

8) Record Retention Policy

The Client acknowledges that the Coach has disclosed his/her record retention policy with respect to documents, information and data acquired or shared during the term of the Coach-Client relationship. Such records will be maintained by the Coach in a format of the Coach's choice (print or digital/electronic) for a period of not less than 7 years.

9) Termination

The Client has the right to end the coaching at any point in time for any reason, though it is preferred that the client consults with the coach before doing so. If the Client is unresponsive to scheduled meetings and communication, the coaching relationship will be terminated 2 weeks after the last contact between the client and coach.



10) Limited Liability

Except as expressly provided in this Agreement, the Coach makes 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 Coach be liable to the Client for any indirect, consequential or special damages. Notwithstanding any damages that the Client may incur, 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 and including the termination date.

11) Entire Agreement

This document reflects the entire agreement between the Coach and the Client, 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 Coach and the Client.

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 California, without giving effect to any conflicts of laws provisions.

Please sign both copies and return or bring one copy of this Coaching Agreement to the first scheduled coaching meeting. Retain one copy for your records and email/mail the other to Coach.



Client Agreement

Name, First and Last:

Phone Number:

Email:

Mailing Address:

Signature:

Date:
