Coaching Agreement

This Agreement is entered into by and between: Rev. Erin Gingrich, (address) and (Client Name) , (Client Address) , whereby Rev. Gingrich agrees to provide Coaching Services for Client focusing on the Client's desired topics, results, outcomes, and or goals, which the Client is encouraged to define in the attachment to this Agreement as *Schedule A*.

Description of Coaching: Coaching is an alliance between the Coach and the Client in a thoughtprovoking and creative process that inspires the client to imagine and live into personal and professional potential. It is designed to facilitate the creation/development of personal and professional goals and to develop and carry out a strategy/plan for achieving those goals.

1. Coach-Client Relationship

- A. Coach's Ethical Responsibilities
 - Coach agrees to maintain the ethics and standards of behavior established by the International Coach Federation (ICF) and the guidelines of the Unitarian Universalist Ministers Association (UUMA), which can be found online at <u>www.Coachfederation.org/ethics</u> and <u>https://www.uuma.org/page/guidelines</u>.
 - 2. It is recommended that the Client review both organizations Code of Ethics and the applicable standards of behavior.

B. Confidentiality

- 1. 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.
- 2. Confidential Information does not include information that:
 - a. the Coach is required by statute, lawfully issued subpoena, or by court order to disclose;
 - b. 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
 - c. involves illegal activity.

- d. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.
- 3. The Coach agrees not to disclose any information pertaining to the Client without the Client's written consent.
- 4. The Coach will not disclose the Client's name as a reference without the Client's consent.
- 5. 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.
- 6. The Coach engages in training and continuing education. If she decides to pursue International Coach Federation credentials, the 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 parties involved in this process for the sole and necessary purpose of verifying the coaching relationship, no personal notes will be shared.

a. Client Agrees 🗌 Client Refuses 🗌

- C. **Client Responsibility** With each Client viewed as whole, resourceful, and creative, this coaching partnership recognizes that the Client is solely responsible for creating and implementing their own physical, mental and emotional well-being. Any decisions, choices, actions and results arising out of or resulting from the coaching relationship and his/her coaching calls and interactions with the Coach belong to the Client. 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 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.

2. 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 coaching process.

2. Services & Fees

- A. A fee of \$______ is charged for a Discovery, Alliance & 6 Session Package, which includes:
 - 1. **Discovery Session:** 60-75 minutes to get to know the Client and their values, desires, and goals,
 - 2. **Design Alliance**: 60 minutes to get to know how the coaching relationship can best support the Client.
 - 3. **6 Weekly or Bi-Weekly Sessions:** 45-60 minute meetings to meet Client's goals. All sessions are to be scheduled before the first coaching session begins. Sessions are intended to happen every week or every other week to support client growth and achievement of a particular focus. Meeting once a month is also a possibility if it will best serve the Client's goals. Details about rescheduling are listed below in the cancellation policy.
 - 4. **Between Sessions:** The Client may also choose to leave voicemails or emails for the Coach in between scheduled meetings to bookend and celebrate action(s) being taken for additional accountability support.
 - 5. Additional time: The Coach may also be available for additional time, per client's request on a prorated basis rate of \$60/hr for other Client related services outside of the coaching session.
- B. **Refunds** If the Client does not wish to continue coaching sessions, then the remaining sessions will be refunded at \$60 per session, minus an administration fee of \$60. Sessions that are complete will not be refunded unless the Coach has committed an ethical violation.
- C. Scheduling & Location The time of the session and location will be mutually agreed upon. Unless other arrangements are made, the Client will meet with the Coach via Zoom. If the Client will be unable to meet over Zoom, the Client must notify the Coach at least 20 minutes prior to the scheduled appointment time and then call the Coach to initiate the meeting.
- D. **Cancellation Policy** Client agrees that it is the Client's responsibility to notify the Coach 24 hours in advance of the scheduled calls/meetings if the Client needs to cancel. Without such notice, the Coach reserves the right to bill the Client for a missed meeting. The Coach will attempt in good faith to reschedule a missed meeting.

- E. **Termination** Either the Client or the Coach may terminate this Agreement at any time with one week's written notice via email or text. Requested refunds will be made within seven business days after receiving the written notice.
- F. 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.
- 3. 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.
- 4. **Dispute Resolution** If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Coach agree to attempt to mediate in good faith for up to 30 days after notice given. If the dispute is not resolved, and in the event of legal action, the prevailing party shall be entitled to recover attorney's fees and court costs from the other party.
- 5. Applicable Law This Agreement shall be governed and construed in accordance with the laws of the State of Iowa, without giving effect to any conflicts of laws provisions.

Please sign both copies and return one copy of this Client Agreement prior to the first scheduled coaching meeting. Retain one copy for your records:

Coach and Address: Rev. Erin Gingrich

Client Name and Address:

Client Name (printed): _____

Signature: _____ Date: _____

Coach Name: Rev. Erin Gingrich

Signature: _____ Date: _____