



COACH-COACHEE COACHING AGREEMENT

Description of Coaching: Coaching is partnership (defined as an alliance, not a legal business partnership) between the Coach and the Coachee in a thought-provoking and creative process that inspires the Coachee 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.

1) Coach-Coachee Relationship

- A. Coach agrees to maintain the ethics and standards of behavior established by the International Coach Federation “(ICF)” (<https://coachingfederation.org/ethics/code-of-ethics>). It is recommended that the Coachee review the ICF Code of Ethics and the applicable standards of behavior.
- B. Coachee 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 Coachee 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. Coachee 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. Coachee further acknowledges that he/she may terminate or discontinue the coaching relationship at any time.
- D. Coachee acknowledges that coaching is a process that may involve different areas of their work and career. The Coachee agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively the Coachee’s responsibility.
- E. Coachee 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 Coachee’s exclusive responsibility to seek such independent professional guidance as needed. If Coachee is currently under the care of a mental health professional, it is recommended that the Coachee promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by the Coachee and the Coach.
- F. The Coachee understands that in order to enhance the coaching relationship, the Coachee 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 Coaching Program as described in this document through virtual meetings. Coach will be available to Coachee by e-mail and voicemail in between scheduled meetings as defined by the Coach (as needed). Coaches may not respond immediately to e-mails or voicemail; please note it may take one to two business days for a response. Coach may also be available for additional time, per Coachee's request on a prorated basis rate.

3) **Confidentiality**

- A. This coaching relationship, as well as all information (documented or verbal) that the Coachee 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-Coachee 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 Coachee without the Coachee's written consent. The Coach will not disclose the Coachee's name as a reference without the Coachee's consent.
- B. Confidential Information does not include information that: (a) was in the Coach's possession prior to its being furnished by the Coachee; (b) is generally known to the public or in the Coachee's industry; (c) is obtained by the Coach from a third party, without breach of any obligation to the Coachee; (d) is independently developed by the Coach without use of or reference to the Coachee'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 Coachee or others; and (g) involves illegal activity. The Coachee also acknowledges their continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

4) **Procedure:**

- A. The time of the coaching meetings and/or location will be determined by Coach and Coachee based on a mutually agreed upon time. The Coachee may be asked to use the Coach's online scheduling software to secure times for the coaching sessions.
- B. The coaching will use the Coach's Zoom teleconferencing platform account for all coaching sessions, unless otherwise noted in the Coaching Engagement SOW or agreed upon by the Coach and Coachee. The Coachee will be expected to log into the Zoom "room" at the time of each session. If the Coachee is new to Zoom, this video provides instructions for how to join a Zoom meeting: <https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-Zoom-video-call>
- C. Typical coaching meetings shall be **50 Minutes**, unless otherwise stated in the Coaching Engagement SOW or agreed upon between the Coach and Coachee.

5) **Pixel Leadership Group Coaching Cancellation and Missed Appointment Policy**

- A. Pixel Leadership Group, LLC strives to provide exceptional coaching and development for busy leaders. In order for a coaching engagement to be successful, it is essential that the leader commits to the process, in terms of their attention and full participation during scheduled coaching sessions, as well as the effort they put into achieving their development goals between coaching sessions. We know that a successful coaching engagement is characterized by consistent meetings that build upon each other. Disrupting this consistency can reduce the effectiveness of coaching. The Pixel Leadership Group Cancellation Policy as outlined in this document has been designed to maximize coaching outcomes while respecting the time

of our Leadership Coaches. This policy will be provided to all coachees at the commencement of their coaching engagement.

- B. **Cancellation of an Appointment** - In order to be respectful of the coach's time, if you must cancel an appointment, please contact your coach at least 24 hours in advance. The coaches' time is limited and in high demand, letting your coach know as soon as you are aware you cannot make a session allows them the possibility of using that time to meet with another client. Your coach will also respect your time by offering at least 24 hours notification in the rare case that they need to reschedule a meeting.
- C. **How to Cancel and Reschedule Your Appointment** - To cancel a session, please contact your coach via email or, if the session was scheduled through our online scheduling platform, you can also login to the platform to cancel the meeting, which sends an email notification to your coach (either option is acceptable). Please cancel sessions at least 24 hours in advance of the session.
- D. **Late Cancellations** - A late cancellation is defined as failing to cancel a scheduled session with 24-hour advance notice. Coachees can have up to one Late Cancellation in their coaching engagement without incurring a penalty. After the first late cancellation, a Late Cancellation will be considered a completed session (i.e., the coachee has forfeited the session). If the coachee is on a pay-per-session plan, they will be charged for the session, and if they are engaged in coaching as a part of a set coaching package, they will lose one of their pre-paid sessions.
- E. **No Show Policy** - A "no-show" is when a Coachee misses an appointment without cancelling prior to the session. A failure to arrive to the scheduled appointment within the first 15 minutes will be considered a "no-show." Any "no shows" will be considered a completed session (i.e., the coachee has forfeited the session). If the coachee is on a pay-per-session plan, they will be charged for the session, and if they are engaged in coaching as a part of a set coaching package, they will lose one of their pre-paid sessions.
- F. **Service Consistency** - We know that a successful coaching engagement is characterized by consistent meetings that build upon each other. Disrupting this consistency can reduce the momentum and effectiveness of coaching. As such, we recommend that coaching sessions occur every two (2) to four (4) weeks. We require that there is not more than a seven (7) week gap between coaching sessions. If such a gap occurs due to Coachee delays or unresponsiveness (defined as not responding to 2 or more emails from the Coach or canceling and rescheduling a sessions repeatedly), Pixel will reach out to the engagement Sponsor. Continued unresponsiveness or delays in the coaching process will lead to forfeiture of the remaining sessions and early termination of the coaching engagement.
- G. **Program Completion Timeline and Putting the Program "On Hold"** - In order to support the effectiveness of the program, the program should be completed within the timeline allotted within the program SOW the start of which is the date the Coaching Kick-off Meeting occurs or the remaining sessions will be forfeited. Coaching programs can be put "On Hold" for up to three (3) months upon request from the engagement's Sponsor or Coachee with Sponsor's approval.

- 6) **Termination:** Either the Coachee or the Coach may terminate this Agreement at any time with 2 weeks written notice. Coachee agrees to compensate the Coach for all coaching services rendered through and including the effective date of termination of the coaching relationship.

- 7) **Record Retention Policy:** The Coach will keep all documents associated with this Coaching Engagement, including their notes, in a secure, locked location. The Coach will likely take notes during and/or after each session for their records. The Coachee acknowledges that the Coach has disclosed this record retention policy with respect to documents, information and data acquired or shared during the term of the Coach-Coachee relationship. Such records will be maintained by the Coach in a format of the Coach's choice (printed and/or electronic) for a period of not less than 1 years.
- 8) **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 Coachee for any indirect, consequential or special damages. Notwithstanding any damages that the Coachee may incur, the Coach's entire liability under this Agreement, and the Coachee's exclusive remedy, shall be limited to the amount actually paid by the Coachee to the Coach under this Agreement for all coaching services rendered through and including the termination date.
- 9) **Entire Agreement:** This document reflects the entire agreement between the Coach and the Coachee, 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 Coachee.
- 10) **Dispute Resolution:** If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Coachee and Coach agree to attempt to mediate in good faith for up to 30 days after notice given. If the dispute is not so 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.
- 11) **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.
- 12) **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.
- 13) **Applicable Law:** This Agreement shall be governed and construed in accordance with the laws of the State of Ohio, without giving effect to any conflicts of laws provisions.
- 14) **Binding Effect:** This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.

[SIGNATURE PAGE FOLLOWS]

By signing below, the Parties have executed the agreement in this Coaching Project Commitment as of the date set forth below:

**COACH/ COACH'S
ORGANIZATION**

By: _____

Name:

Title:

Date Signed: _____

PIXEL LEADERSHIP GROUP:

By: _____

Jamie Lewis Smith, Ph.D.

CEO, Pixel Leadership Group, LLC

Date Signed: _____