

Sharon Preszler, M.S. Psychology

A Transition Coaching Practice

Welcome to Sharon Preszler's Transition Coaching practice. This Coaching Agreement (hereafter referred to as "The Agreement") constitutes a contract and informed consent between Sharon Preszler, M. S. Psychology (hereafter referred to as "The Coach") and _____ (hereafter referred to as "The Client"). As the Client, you should read it carefully and raise any questions and concerns that you may have before you sign it.

Services

The services provided by Sharon Preszler include Coaching or TeleCoaching on topics decided jointly with you, The Client. The purpose of coaching is to develop and implement strategies to help you reach personally identified goals of enhanced performance and personal satisfaction. Coaching may address specific personal projects, life balance, job performance and satisfaction, or general conditions in The Client's life, business, or profession. Coaching utilizes personal strategic planning, values clarification, brainstorming, motivational counseling, and other counseling and consulting techniques.

Confidentiality

As a professional Coach, it is my duty to protect the confidentiality of the communications with my clients. I, The Coach, will only release information about our work to others with your written permission or if I am required to do so by a court order. There are some situations in which I am legally obligated by Federal and State laws to breach your confidentiality in order to protect others from harm, including the following: (1) If I have information that indicates that a child, elderly or disabled person is being abused, I must report that to the appropriate state agency; and; (2) If a client is an imminent risk to him/herself or makes threats of imminent violence against another person, I am required to take protective actions. These situations

rarely occur in coaching practices, but if such a situation does occur, I will notify you in a timely manner.

When in the best interest of and with the approval of The Client, some sessions are conducted in groups, including teleconference groups. You, The Client, agree to maintain the confidentiality of all information communicated to you by other coaching clients and by your Coach. It is understandable that progress is often enhanced when clients discuss their coaching relationship with trusted colleagues and friends. You can have these discussions with trusted colleagues and friends, but you agree not to share any information which would allow others in the group to be identified.

The Client should be aware that it is impossible to protect the confidentiality of Client information which may be transmitted electronically, i.e., electronic mail and other information stored on computers connected to the internet, by cordless or mobile telephones and similar telecommunication and computer equipment. Therefore, it is agreed between The Client and The Coach that unless The Client utilizes encryption and other forms of security protection, The Client waives any action legal or otherwise against The Coach and holds The Coach harmless for any interception of Client information resulting from the use of the above-mentioned equipment.

Ethics

The Client's best interest is at the center of everything I do in my coaching practice. To make sure I maintain my client centered focus, I will follow the International Coaching Federation's Code of Ethics (<https://coachingfederation.org/code-of-ethics>). This code of ethics covers: responsibilities to clients in terms of confidentiality and record keeping, responsibility to practice and performance through personal and professional development and confidentiality, responsibility to professionalism through appropriate and culturally sensitive boundaries and responsibility to society through acting with integrity and treating each individual with respect. Throughout my coaching practice I will ensure approachability regarding any confidentiality or ethical concerns of the Client.

Payment Procedure

The Agreement between The Coach and The Client, will begin on _____ at _____. The Agreement will continue on a month- to-month basis. The fee per hour is One Hundred and Fifty Dollars (\$150). The Client agrees to meet for sixty (60) minutes sessions at a frequency of semi-monthly (2) sessions per month; and the monthly fee is three-hundred Dollars (\$300) payable in advance of each monthly series of coaching calls. The first coaching session will begin after this agreement is signed and received by the Coach and the first payment is received by credit/debit card (Visa and MC), cash or check. Services must be paid for in advance, or they cannot be provided. The Coach will answer emails from the client within 48 hours and phone calls within 24 hours. The first four emails and first two phone calls in a month are free of charge. Additional services requested by The Client, in addition to regularly scheduled coaching sessions and email and phone services listed above, will be billed at the prorated hourly rate agreed upon in The Agreement, and will be paid within thirty (30) days of service. Any changes to this procedure must be mutually agreed upon in writing and signed by both The Client and The Coach.

Cancellations

For individual Coaching clients, you must give forty-eight (48) hours prior notice if you need to cancel or change the time of an appointment, otherwise you will be charged for the session in full. The Coach will make reasonable efforts to reschedule sessions which are cancelled in a timely manner.

Mutual Nondisclosure

The Coach and The Client mutually recognize that they may discuss The Client's future plans, business affairs, customer lists, financial information, job information, goals, personal information, and other private information. The Coach will not voluntarily communicate The Client's information to a third party. In order to honor and protect the Coach's intellectual properties, The Client expressly agrees not to disclose or communicate any proprietary information about the Coach's practice, materials, or methods to any third parties. The Coach and The Client agree to be bound by this mutual nondisclosure agreement during and after the termination of the Coaching relationship.

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 1 year.

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.

Termination

Either party may terminate the coaching relationship for any reason by providing the other party with a one-week written notice, which may be transmitted by email or fax.

Dispute Resolution

It is agreed between The Client, his or her assigns, family and estate and The Coach that any controversy or claim arising out of or relating to The Agreement, or the breach of this agreement, shall be settled by arbitration by an accredited individual or organization with an arbitrator whom we mutually agree upon. And, the arbitration may occur by telephone.

Your signature below, as The Client, acknowledges that you have read the information contained in The Agreement and Informed Consent; and indicates your assent to the terms of The Agreement; and signifies your assurance that you will abide by its terms during our professional Coaching relationship. The parties to The Agreement will hold duplicate originals of this document which have been signed and dated by both parties.

The Client _____

Date (month day year) _____

The Coach _____

Date (month day year) _____