

COACH HANDBOOK



TurnKey
COACHING SOLUTIONS
Connecting People, Potential, and Profits



WELCOMING OUR PARTNERS IN PROSPERITY!

INDEPENDENT CONTRACTOR COACH

HANDBOOK

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WELCOME!

We are pleased to have you on this team of professionals who, through their dedication to excellence in professional coaching, seek to expand the potential of their clients and to build a successful coaching business. This handbook is designed to answer your questions about how we will work together. And, we always welcome your comments and ideas about how to make things work even better as we go along.

TurnKey Coaching & Development Solutions (TKCS) is an alliance of coaching industry leaders who provide high-quality coaching and training services as a single-provider solution. Our clients are large corporations who want to take advantage of professional leadership development programs through a proven outsourced alliance.

Our clients also include coaches who seek to provide larger-scale solutions to their current corporate clients and nationally known speakers who want to offer tailored coaching programs to their fans.

TKCS' programs are designed to help our customers easily and painlessly implement a comprehensive, systematic coaching program for professional and personal development. We also intend to expand the client base and financial prosperity of professional coaches all over the world.

HIGH-LEVEL OVERVIEW

Four Types of Coaching Engagements and Partnering Opportunities

1 -Managed Coaching Programs for executives, emerging leaders, middle-managers, speakers/authors, and teams:

Coach provides the coaching and training while TurnKey Coaching & Development Solutions LLC (“TKCS”) provides objective oversight, metrics and non-confidential feedback, guaranteed Coach/Client matching or re-matching, a dedicated program manager and HR consulting for Company. The revenue for our Managed Coaching Programs are typically split 50/50 with Coach/Trainer/Consultant for their portion of the program.

Our "sweet-spot" is supporting companies in implementing cross-company coaching programs. Thus, it is necessary for our programs to be extremely affordable for a company to justify scaling a program deeper into the organization. We hope to work with Coaches that appreciate being able to show-up and do what they love to do - coach, while being fairly compensated for their expertise.

Our typical corporate Coach earns between \$1500 and \$6000 for an assignment, which will vary by scope. Some of our Coaches have earned an extra \$20K - 60K+ a year on our various assignments, while other coaches have yet to be contracted.

Our compensation usually falls somewhere between \$175 and \$250/hour and depends upon the company’s budget. We have engagements that pay more, but the above is typical.

We will not be a primary source of income for our Coaches. We are fully aware that when a Coach contracts directly with a company they are able to charge more for their services. A Coach that is a good fit for TKCS understands the costs associated with business development and the business model required for scale.

And, when we have solo executive level assignments which fit your expertise, we will often refer this lead to you, and support you in negotiating the terms (see referrals below). On this note, if we may ever coach you or help you close a deal, don't hesitate to ask (no strings attached).

2 - Referrals:

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When we receive an individual request for coaching (small companies, entrepreneurs, executives in transition, career, life-coaching requests), we review our Coach database for Coaches that meet the specialties requested and location. We refer these clients to you and you make the contact, sell your program and negotiate your fees. We invoice Company/Client and we split the revenue 70/30. You earn 70% and we take a 30% business development fee. Company/Client remains a TKCS client, per our Contract Coach Agreement. Please see the "Coach Team Member" high-level process sheet for more information.

3 - Training/Workshops:

Anytime you work with a TKCS client and have an opportunity to sell a training/workshop that you conduct, we are happy to support this conversation and help sell it deeper into the organization, when appropriate. The revenue split varies, but our aim is to ensure we are both fairly and happily compensated.

4 - Partnering with TKCS:

Many of our Coaches find themselves with an opportunity to support their corporate clients in implementing a more comprehensive coaching program deeper into their organization. Examples include emerging leader programs, cross-company leadership, or team coaching. However, a single coach cannot easily manage multiple programs objectively let alone coach both executives and mid-level employees and maintain their credibility and fee structure. By partnering with TKCS, you retain your executive/leadership coaching status and fees and earn a significant increase in revenue when we collaborate on an enterprise coaching program.

ADMINISTRATIVE PROCESS

1. Please CC me on all emails.

For Managed Coaching Programs: Please CC me until the coaching commences and on all administrative, sales, or feedback type correspondence.

For Referrals: During the sales process, from the first email until the proposal is signed, make sure to CC me on ALL EMAILS with the lead (Anisa@TurnKeyCoachingSolutions.com). Once the actual coaching commences, you will no longer CC me unless it's for process, logistical, or administrative assistance.

2. Only TKCS Branding & Name.

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In an effort to honor our agreement and not confuse the client with multiple brands and companies, please make a 2nd email signature. We will set up a TurnKeyCoachingSolutions.com email that will forward to your email. Every time you correspond with the lead/client, please use a neutral account such as gmail, Hotmail, Comcast, etc. and your TKCS signature:

Make a 2nd email signature with

Your name

Your Title (Executive Coach)

Your Phone

Your TKCDS Email: Firstname.Lastname@TurnKeyCoachingSolutions.com

www.TurnKeyCoachingSolutions.com

Please do not add your personal company name, email or any other information.

3. TKCS Contractor Coach.

Please introduce yourself as a TKCS Coach and continue to represent yourself as such throughout the engagement.

4. Client is a TKCS Client.

The sponsor company is a client of TKCS. All add-on sales will need to go through TKCS.

5. Proposal Process (for REFERRALS only, not Managed Coaching Programs).

You may have the “what’s your budget” conversation with the lead (REFERRALS ONLY) as well as discussions concerning how to formulate a plan and/or program that will fit both their budget and objectives. Sometimes, I know what the budget is in advance but other times, it’s unknown. All final fee and payment terms will be negotiated by myself and the Company, but will absolutely be in alignment with what you tell me you require. Monthly billing requires additional administrative processes, thus we aim to bill clients in two equal payments and provide a discount for payment in full, multiple contracts, and when you are in agreement, a discount for ‘new client’ services.

Please discuss and formulate a draft proposal with the lead including how often they want to meet in person vs. via the telephone or video calls, and if there will be email support, assessments, etc. Proposals and statements of work must only come from TKCS. **PLEASE ask me for a sample proposal that you can use for customization when you are at this stage.**

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NOTE: Yes, engage in the “fee” discussion on Referrals. Please do not engage in a “fees” conversation within our Managed Coaching Program clients.

6. NDA.

The NDA agreement between your company and TKCS will be signed at that time. Once the client signs the proposal and the NDA is signed, the coaching commences.

7. Invoicing and Fees.

On Referrals: TKCS invoices Company/Client and pays Coach (via check or direct deposit) on the next payroll processing date. For most engagements, Company/Client has 30 days to cancel the engagement and all fees will be refunded, if canceled within that time. If you have been paid, a refund minus hard expenses, to TKCS will be expected.

On Managed Coaching Programs: Please include your Coaching Engagement Report (CER) with your invoice.

Elements of a Typical Managed Program. The following represents some of the elements of a typical managed program. Each assignment’s scope and compensation will vary. Details will be specified in your coaching engagement offer letter.

Sometimes our Coaches are matched and after the initial (no-charge) "are we a good fit, rapport-building call", begin coaching. At other times, Coachee and/or Company prefer to interview a selection of Coaches to determine best fit.

SAMPLE PROGRAM STRUCTURE (AS DESCRIBED TO THE COACHEE):

- Rapport / Introduction: A rapport building introductory call between leader and assigned Coach to ensure compatibility.
- Development Planning / Feedback Session: Initial 90-minute telephone session focused on discussion of career and professional goals, identification of development goals, and discussion of how success can be validated. Your Coach will support you in selecting specific leadership development goals and creating a methodology to validate and "measure" your success. If assessments have been selected for your program, this session will include assessment review/feedback.
- Leadership Practices 360° Inventory Assessment (LPI Online): You will be asked to participate in a benchmarking survey which includes a 'self-assessment' and up to 20 observers (8-10 is ideal) who will be asked to take the survey anonymously. Please work

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with your manager/HR director to identify who amongst your direct reports, managers, co-workers, supervisors, and other Company relationships such as vendors would provide honest and valuable feedback. It is helpful to select both fans and critics for this process, in order to receive a realistic view of your opportunities. This is used to establish the initial benchmark and opportunities for development.

Coach Note: The LPI is completed at the launch of the program and a re-assessment occurs at completion. This final comparison report may be used to evaluate the coaching program effectiveness as well as identify each leader's future development plan. Each assessment contains 30 statements describing specific leadership behaviors, rated on a 1 to 10 point frequency scale, and takes approximately 10-15 minutes to complete. The LPI 360° is a comprehensive leadership development tool created by James M. Kouzes and Barry Z. Posner based on their International bestselling book, The Leadership Challenge. If you have not read this book, it is highly recommended for all executive/leadership coaches. This assessment will also come with a participant's workbook and a facilitator's guide.

- Interview 360°: Your Coach will conduct up to seven verbal 360° interviews with key constituents at the beginning of the coaching engagement (month one) to support and establish the current benchmark. To gauge effectiveness, he will also reach out to these same key constituents at the end of the coaching program (at month six). Afterwards, a high-level report (prepared by your Coach) will be provided to you. We encourage you to share and discuss with your supervisor, and the final three-way meeting (below) may be used for this purpose.

Coach Note: We will provide a branded sample 360° report for you to use as a template. If you are not familiar with verbal 360° interviews, please let me know. I am happy to support you with the necessary questions and protocol.

- Personality / EQ / Acumen Assessment: The assessment chosen depends upon the objectives of your program. While the 360° provides direct feedback, this assessment will increase your understanding of your individual talents as compared to key factors such as emotional intelligence, behaviors, motivators, key leadership competencies, etc. Understanding strengths and weaknesses will lead to personal and professional development and a higher level of satisfaction.

Coach Note: For some programs, Coach will have their choice of assessment. Other programs require one assessment for all participants. If you are unfamiliar with the instrument used, let us know and we will engage an expert facilitator to

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either support a 3-way debrief or work directly with you to boost your knowledge and confidence in using the instrument with your Coach.

- One-on-One Coaching: Then a series of one-on-one confidential in-person and/or phone coaching sessions over X months (NOTE: typical engagements are 4 to 6 months) with your highly qualified Coach. These coaching sessions are intended to build deeper awareness and insight, help maintain focus and momentum, provide a sounding board, challenge your thinking, introduce creative ideas, give feedback, conduct role plays, discuss development strategies, and support your growth in a timely manner. Just so you know we are also flexible with the session length and how the total coaching hours are allocated. Sometimes longer meetings are needed at the beginning of the engagement then shorter sessions later on as the coaching process moves forward. That also ensures that you are able to receive your full coaching hours by the conclusion date of the engagement.

Coach Note: In-person/phone sessions to be determined by contract agreement and/or Coachee's preferences. Typical corporate coaching engagements are four to six months. Occasionally, we have very targeted 6-week programs, such as a performance plan program or a longer program such as ten months to a year.

- Periodic e-mail communication with your Coach, as long as the frequency is manageable and not abused.

- Up to three 3-way meetings (approx. 30 minutes - 1 hour) amongst you, yourCoach, and your boss. The first meeting is usually right after the initial 90-minute session so that you can ensure buy-in and alignment with your boss on your chosen development goals, and receive input on the measurement process. Then two additional meetings at the midpoint and at the end of the engagement provide important feedback to you about your progress and successes. It also helps your Coach in working with you to make "course corrections" if necessary. As always, your Coach will not reveal any confidential information during these meetings as the Coach's purpose is only to serve as communication facilitator and active, objective listener.

Coach Note: NO confidential "Coaching Content" information is to be shared at any time with anyone in the company or outside the company. The three-way meetings are for facilitated conversation only.

- Optional: On-Site "Shadow Coaching". "Shadow Coaching" can be a profoundly effective process, especially for senior leaders. The process involves Coach spending one-half day on-site with you, observing you in meetings and in "normal" work settings,

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and providing quick coaching points and feedback throughout the process to be more productive, effective, and strategic. There's an additional fee for the shadow coaching session (plus expenses, if any), so all you have to do is get approval from your boss and let your Coach know that you'd like to schedule it. We look forward to your feedback and to answering any questions you may have.

Coach Note: Some engagements allow you to include shadow-coaching or not, per your determination – will it be beneficial and the best use of the coaching hours? Other engagements are too short to include shadow coaching, (IDP or Assessment plus debrief programs, for example), thus Coaches who have the opportunity to up-sell shadow coaching are invited to do so. Leaders have reported outstanding insights gained from this process. Request our "shadow coaching" information sheet for more information.

Program Launch: Once launched, we will host a group call with the Coach Team to share any pertinent information about the engagement. This will include overall program objectives, Company mission, vision, and values and leadership competencies/materials, if available.

MISSION OF TURNKEY COACHING & DEVELOPMENT SOLUTIONS

For our Clients

- *To provide services that offer qualified coaching to everyone who wants it.*
- *To provide quality coaching that results in a meaningful, successful life to everyone who participates in it.*

For our TKCS Coaches

- *Provide the coaching community with a standard platform, foundation, and the security that will upgrade and produce substantial income for our coaches.*
- *Create an opportunity to grow your coaching practice and, when applicable, quit your day job.*

Your role is to do what you do best – deliver the most excellent coaching services available anywhere on the planet. TKCS will provide you with well-matched clients who are eager to work with you in a multiple-month coaching program. You will deliver those coaching services using our simple guidelines, and TKCS aims to provide our coaches with a community of coaching professionals, resources for professional and personal growth, and a boost to your profitability and client base.

Additionally, you may be presented with opportunities to leverage the scalability of TKCS with your own contacts. Many Coaches are running into situations where there just aren't enough of them to go around. In this situation, we become Your Team of coaches, your support staff, and your source for additional product offerings to your corporate clients that are eager to implement a larger-scale program.

TKCS offers a significant opportunity to amass long-term passive revenue from your coaching relationships. Be sure to think about any large client or prospect that you would like to tackle, and then give us a call to brainstorm how we can mutually benefit with the resources we have to bring to such an engagement.

DEFINITION OF TERMS

Client	Corporation, National Public Speaker, or other Customer of TKCS
Coachee	Employee, seminar participant, or other subject of the coaching engagement

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Coach	Independent Contractor Coach
Lead Coach	The TKCS Principal in charge of coaching requirements and managing the professional Coach pool
Program Manager	The TKCS Principal in charge of customer service, contract extensions or new services, and managing each Client engagement to ensure compliance with contract terms and expectations
TKCS	Stands for TurnKey Coaching & Development Solutions,LLC including all of its principles and employees

MARKETING AND PRICING

We are delighted to provide our select Coaches with the opportunity to do what they love to do most - coach! To this end, we have made significant investments and take a great deal of pride in securing coaching engagements. Each market has a unique set of factors that will determine the price of coaching.

The economics of each engagement will vary depending upon many factors, including, Client's and TKCS' overall objectives, who the final Coachees are, how the Coachee is introduced to the coaching process, and whether this is a corporate engagement, an independent retail assignment, or a mass assignment working with a national public speaker.

We package and price TKCS coaching programs to optimize what each market will bear and then share fairly with our Coaches who provide the direct coaching services.

We aim to negotiate the terms of each contract with our Clients to:

- a) Uphold our mission of providing affordable, scalable enterprise solutions for large corporations seeking to implement coaching company-wide; and
- b) Pay our Coach Team members a fair compensation.

Sessions range from 25 to 90 minutes. Sessions might be weekly, semi-monthly or monthly. Sessions may be in-person, via telephone, or video conferencing. Some engagements will include group or team coaching, shadow-coaching, three-way supervisor/Coach/Coachee sessions and/or one-on-one coaching sessions. Our coaching programs and assignments range from 8 weeks (for awareness only programs), to the most common, six months, to one year in duration.

ROLE OF THE PROGRAM MANAGER

Every Client engagement is managed by a Program Manager who is the primary contact point between Client, Coachee, and TKCS team. The Program Manager is responsible for negotiating and managing all aspects of the engagement, including but not limited to:

- *Scope of services;*
- *Quality assurance and survey distribution;*

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- *Process management to ensure all deliverables are met in a timely manner;*
- *Overseeing coaching, teleseminars, and group coaching process;*
- *Contract compliance; and*
- *Negotiation of additional services or products outside the original scope.*

ROLE OF THE LEAD COACH

In addition to a program manager, some programs will have a Lead Coach. The 'sLead Coach will be responsive to and responsible for such areas as:

- *Request for assignment/reassignment of Coachees;*
- *Guidance in unusual Coachee situations;*
- *Mentor Coach assignments;*
- *Coachee cancellations;*
- *Coach feedback and performance management; and*
- *Development activities monitoring.*

COACH/COACHEE SELECTION PROCESS

At the beginning of some of our new Client Engagements, Coachees are asked to complete a Coach Preferences and Objectives Questionnaire (“Welcome Survey”). This information is used to carefully compare and select Coaches for interview by the Coachee.

Coachee will often elect to interview one or more of the recommended Coaches.

When you are selected as the Coach, we will contact you via email to extend an Offer.

The Offer will reflect the terms of the agreement with the Client, such as length of Coach sessions, how many sessions per month, how many months of coaching are provided, what assessments or instruments are to be used, and the hourly or retainer fee schedule. Any specific training requirements will be outlined. You will want to carefully review your schedule and be sure you can commit to the requirements before accepting the assignment.

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Please, review the details and respond promptly. If we do not hear from you within 48 hours, we will begin the process of reassignment.

Should you choose to decline an assignment, please let us know what the deciding factors are so we can consider this in subsequent coaching assignments.

Of course, you are always welcome to call us, if you have questions about the assignment.

TRAINING AND ORIENTATION PROCESS

For groups of 10+ engagements, TKCS will conduct an Orientation Session. This Orientation Session is MANDATORY for every Coach who has accepted the engagement offer. Certainly, every effort will be made to accommodate your calendar.

This Orientation Session will inform or update you on the Client's procedures, policies, prescribed methodologies, expectations, contract terms, selected assessment instruments, if applicable, and other important engagement parameters.

If you are selected for an engagement that uses an unfamiliar assessment instrument, it is essential that you contact your Program Manager or Lead Coach to schedule a personal briefing to become knowledgeable about that tool just as soon as possible.

If the engagement is a part of a more comprehensive Leadership Development program, your Coach Team's Lead Coach will attend Client Company's Leadership University training modules. This information will then be disseminated via a Coach Team training session. We ask that our Coaches work towards integrating a Client Company's leadership competencies and training materials whenever appropriate, within the coaching sessions.

For national public speakers contracts, there may also be teleseminars, trainings, and materials such as, audio downloads, eBooks, and courses. These trainings and/or materials are provided by our Clients as a means for you to familiarize yourself with the speaker's platform and message. Often, these programs cost their retail customers thousands of dollars. As a selected Coach, you actually receive all the benefits of these materials for free while being paid to coach.

For our Coach partners who aim to scale their programs with their current clients by partnering with TKCS, we will work with you to design the Orientation Session and training materials for your coach team. These engagements will be considerate of your

relationship with your corporate client and thus all elements will be co-designed, paying careful attention to our mutual interests and expertise.

WHAT HAPPENS WHEN A COACHEE REQUESTS A CHANGE OF COACH?

Often, the initiation of new coaching assignments will begin with a **complementary welcome session**, usually not more than 20-30 minutes. This allows Coachee and Coach to assess their “chemistry” and “fit” before the actual coaching engagement begins.

If there is not a good match, Client, Coachee, or Coach may request reassignment through the Lead Coach. Lead Coach will evaluate Coachee’s requirements and preferences indicated on the Welcome Survey and select an appropriate new Coach for Coachee.

Depending upon the terms and context for a Coach reassignment, TKCS will pay for sessions completed whenever there’s a mutual agreement of value. In other words, if Client affirms value but simply would prefer a different style, TKCS pays for the coaching to date. If Client had a negative experience and/or requests a restart of the program, TKCS honors our satisfaction guarantee to Client and Coach will forfeit payment under this rare situation.

CANCELLATION

Some Clients and/or Coachees may decide to cancel the coaching agreement. TKCS stands behind our services with an absolute guarantee and we expect you to do the same.

TKCS will make every effort to consider both Client/Coachee’s situation and the Coach’s participation. Whenever possible, both parties will be compensated or refunded appropriately. This is just good business practice to retain good-will and customer loyalty for all parties.

When TKCS must refund monies or incur additional or duplicate expenses due to reassignment, we expect our Coaches to share in this financial burden.

All Client contracts will be unique. However, the proto-type contract will include a 30-day money-back guarantee (“Cancellation Period”).

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If a Client/Coachee cancels within the Cancellation Period, even if the Coach has conducted coaching sessions, Client will be entitled to a full refund. Accordingly, Coach will not be paid for those coaching sessions.

In very unique circumstances, a Client/Coachee may cancel past the Cancellation Period. TKCS reserves the right to consider the circumstances and honor the cancellation request with a full or partial refund. In this situation, Coach will be notified of the situation and may not be paid.

As indicated above, in the case of a simple request for reassignment to a different Coach (not involving a refund), Coach will be paid for any coaching sessions conducted up to the reassignment provided value has been confirmed by Client.

Coaches who sense a mismatch with a Coachee may request reassignment without financial penalty.

TKCS will resolve/reassign the Coachee as needed regardless of who is requesting reassignment. In the process of reassignment, if the Client requests additional coaching sessions due to ineffective coaching, the previously assigned Coach may not be paid.

Ultimately, TKCS' goal is to be FAIR to our Coaches and to our Clients!

COACHEE NO-SHOWS

The high standards we hold with our Coaches will create positive Client-focused relationships. We hope you will make every effort to accommodate the needs of Coachees in terms of scheduling and other possible requests.

Coachees have been instructed to honor a 24-hour notice for reschedules or cancellations.

If you are ready and available for your scheduled session, and your Coachee does not 'show', you may invoice TKCS per your offer letter agreement. On the other hand, if you weren't inconvenienced and voluntarily choose to re-schedule the session for your Coachee, that goes a LONG way toward positive customer experience and loyalty.

Please report Coachee no-shows to TKCS. If a Coachee is not engaged in the program, or repeatedly failing to show up for sessions, please let us know immediately.

COACH NO-SHOWS

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If you have a problem being present and available for scheduled coaching appointments, this does not meet our quality standards.

Appropriate action will be determined after careful review of the circumstances, up to and including forfeiture of coaching fees and termination of the coaching relationship.

INVOICING

Please invoice TKCS the first week of the month, following the previous month's coaching sessions and no later than the 3th. TKCS processes payments once a month, during the third week of the month.

Any out-of-pocket expenses that TKCS has agreed to reimburse are to be entered as separate line items and documentation for expenses greater than \$25 must be provided (as a .jpg or .pdf file).

It is vitally important for TKCS to provide regular feedback to its corporate Clients, and we request the completed Coaching Engagement Reports (CER) be submitted with the monthly invoice.

QUALITY ASSURANCE

We are dedicated to providing the highest quality of coaching possible. Accordingly, we have created an ongoing process of high-touch quality assurance. Throughout the coaching engagement, we will be initiating feedback and survey requests from all parties involved in the assignment.

In addition, we request regular reports of a general nature from our Coaches so that we can track our performance against contract requirements and can detect early warning signs if a process is off track.

We will NEVER request you to disclose confidential Coachee information. We do need to know that the Coachee is showing up for appointments, demonstrating a commitment to the process, completing assignments in a timely manner, and similar process-related information.

If a Coachee reports dissatisfaction with a Coach or an undesirable circumstance, we will promptly investigate the situation. As applicable, we will follow these steps:

- *Identify the issue (inadequate coaching, scheduling issues, etc.).*

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- *Notify Coach of the issue.*
- *Review and investigate the situation through any appropriate means necessary, including monitored calls (only with Coachee agreement), interviews with Coach, Coachee, and Client, and discussion with Lead Coach and Program Manager.*
- *Determine corrective action for the Coach and decide on appropriate financial adjustments, if any, for the Client or Coachee.*
- *Lead Coach will inform Coach of any recommendations for improvement that may stem from negative feedback and together with Coach, will devise a development plan.*
- *Lead Coach will communicate with Coach on a regular basis to assess progress against the development planning goals.*

The Coach will be given every opportunity to meet our expectations and those of our Clients.

We are committed to your success, your personal and professional growth, and the continuity of our Coach's service to our Clients. We will work with you through mentoring, training, peer-coaching, and other performance improvement processes.

STATEMENT OF ETHICS & INTEGRITY

Clients belong to TKCS. We entrust our clients to you in exchange for opportunities for you to earn income and to grow professionally. It would be confusing to Client, and indeed unethical, to talk about your private practice with any TKCS Client.

By accepting a TKCS assignment, you are agreeing 1) not to solicit TKCS Clients, 2) not to invite them to your seminars or programs of any kind, or 3) not to sell your consulting services or materials to TKCS clients for the duration of your membership on the TKCS coaching team, and for two years after ending any such relationship, without **prior written authorization** by TKCS.

If you have workshops, seminars, programs, eCourses, assessments, or other products and services that you would like to market to our Clients, we welcome your proposal for TKCS sponsorship. For an appropriate revenue share which will be negotiated separately, TKCS may choose to promote your event/service to appropriate Clients. This allows us to maintain clean, uncomplicated, and unambiguous Client relationships and a bigger **win-win** opportunity for everyone.

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Also, Coaches who refer clients or sponsor companies to TKCS programs are eligible for commissions and/or referral fees.

In the unlikely event that a Coach recruits or conducts direct solicitation of TKCS Clients, appropriate consequences and possible legal remedies will be aggressively pursued.

PROPOSING ADDITIONAL SERVICES FOR TKCS

Proposals for new teleclasses, workshops, or webinars are welcomed and encouraged. All proposed courses in this category must adhere to legal and ethical use of any copyrighted material.

Please submit a brief abstract (250 words) of any proposed program to your Lead Coach for consideration and further processing.

TKCS will review your proposal and give you feedback about our interest in sponsoring your proposed program. If we decide to accept your proposal, we will at that time negotiate in good faith a mutually agreeable licensing and copyright ownership arrangement.

TEMPLATE FOR PROPOSED ADDITIONAL SERVICES

<p>Title and Category [Personal effectiveness, leadership or managerial skills, communication, how-to's, etc.]</p> <p>Author/Presenter</p> <p>Duration: 60 or 90-minutes and number of sessions</p> <p>Target audience</p> <p>Brief description and sample materials for the class, including:</p> <ol style="list-style-type: none">1. Objective – what the participants will be able to do as a result of the session2. Key learning points3. Unique approach4. Any sample materials that you've previously prepared or used for delivery including audio, video, PowerPoint slides, handouts, workbooks, etc.
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TURNKEY COACHING & DEVELOPMENT SOLUTIONS WEBSITE PRESENCE

We are proud of and want to “show off” our TKCS Coaches! We have created a special page on our website (in **About Us**) where we invite you to post a short bio, listing your areas of specialty, and a professional headshot.

Once you’ve completed your Coach application and have interviewed, been accepted, or assigned to a team, login to your Coach Control Panel to add your short bio, upload your full bio, add to your credentials, and update your photo.

About your short bio:

Your bio will appear on the TKCS website exactly as you write it. Specifications:

300 characters max (approx. 45-50 words) using complete, but short sentences, describe your unique attributes, experience, and credentials as a Coach. Also include relevant professional experience. A sample bio is included below.

Sample: "Name" is an executive coach, leadership consultant, and career transition advisor. As a former Senior Operations Executive & CEO, she combines a successful leadership track record with 15 years of coaching experience. "Name" is an MBA from Harvard, Master Certified Coach and Master "Assessment Name" Practitioner(45 words, 298 characters including spaces).

LIABILITY INSURANCE

Sound professional practice suggests that Coaches be required to carry appropriate professional liability insurance and keep the coverage in force for the duration of our work together. In many cases, however, we have discovered that appropriate insurance is not readily available or affordable in certain markets. Therefore, as of the date of this agreement and until further notice, we have waived this requirement. In due course, we may be forced to require our contract Coaches to carry insurance at some time in the future. At such time, we will provide 90-days advance notice and also do everything in our power to assist Coaches in obtaining insurance at an affordable rate.

COACHING IS NOT THERAPY

We expect our Coaches to understand the difference between coaching and therapy. We also ask that you be properly trained regarding the recognition of Clients who would

TurnKey Coaching & Development Solutions, LLC
COACH HANDBOOK

be better served by therapy and how to communicate the differences between coaching and therapy.

The following represents how we share this information with our Clients:

Coaching is NOT THERAPY or COUNSELING! Coaches are careful to maintain a clear and clean distinction between their coaching and therapy. Coaches focus with their Client on life and work issues from the perspective of “where are you now” and “where do you want to go”. Therapists, on the other hand, delve into clinical analysis, generally from a historical point of view, and focus on diagnosis and treatment. Many therapists may use some coaching techniques and vernacular, but Coaches may not cross the line into therapy — a licensed and regulated profession. If a Coach observes the appearance of a mental health issue, he or she will be equipped with referrals to an appropriate psychotherapist or mental health agency. Many companies offer confidential Employee Assistance Plans that are perfect for just this kind of referral.

Please sign and return a copy of the following Independent Contractor Coach Services Agreement (below) and the W-9. Upon engagement, you may also be required to execute a separate NDA.

Thank you!

INDEPENDENT CONTRACTOR COACH SERVICES AGREEMENT

TurnKey Coaching & Development Solutions, LLC (“COMPANY”) engages Independent Contractor Coaches (“COACH”) to provide professional coaching, training, consulting, organizational development, change management or program management services for its Clients. The terms and conditions that govern this engagement, including compensation and duration of contract services, are presented herein.

TURNKEY COACHING & DEVELOPMENT SOLUTIONS, LLC:

1. Markets coaching services to sponsor companies, corporations, and other large organizations worldwide (“Clients”).
2. Acquires Clients to COACH (“Coachees”).
3. Establishes the fees for any and all services.
4. Generates coaching referrals for COACH.
5. Manages the administrative duties for Client.
6. Provides the infrastructure, tools and support to administer large-scale coaching and coaching related programs.
7. Carries Client receivables and monetizes fees from Clients/Coachees to COACH.

INDEPENDENT CONTRACTOR COACH AGREES TO:

1. Complete an on-line application for independent contractor coach eligibility.
2. Accurately identify level of expertise, certification, and designation as a professional coach.
3. Schedule and submit to COMPANY interview and selection process in a timely manner.

INDEPENDENT CONTRACTOR COACH SERVICES AGREEMENT

4. Accept or decline the engagement assignment and rate schedule provided by COMPANY within 48 hours of notification.
5. Perform professional coaching, training, or program management services on behalf of COMPANY.
6. Not solicit COMPANY Clients or Coachees for any personal business or convert COMPANY Clients or Coachees to personal clients or clients of an affiliated coaching business.
7. Not interfere with COMPANY business or COMPANY decisions or otherwise engage in discussions with Coachees at any time regarding assignments or any other COMPANY responsibilities.
8. Not compete with COMPANY or participate in the creation or leadership of a coach brokering company similar to COMPANY while engaged by COMPANY and for a period of 2 years after the termination of this agreement.
9. Not provide to Clients of COMPANY for who COACH provided services, any training programs, coaching, or consulting services of the types then being offered by COMPANY, without express written approval.
10. Engage in any activity that competes with the interests of COMPANY concerning a client of COMPANY for whom COACH has provided services, whether COACH is acting alone or as an officer, director, employee, shareholder, partner or fiduciary, without express written consent. Any consent granted to COACH shall be revocable by COMPANY at any time upon reasonable notice, taking into consideration the investment of time and energy made by COACH after notice to COMPANY. COACH agrees to cease and desist upon receipt of such notice. COACH does not presently engage in any activities prohibited hereunder.
11. Disclose prior work. If COACH is already working with a particular Client when COMPANY assigns COACH to that same Client, COACH is obligated to inform COMPANY of the general description of work COACH has done and is doing with Client.
12. Sign and return to COMPANY a Form W-9 for tax purposes (blank form is included in the back of this Handbook—*no* payments will be made until we have received this form).

INDEPENDENT CONTRACTOR COACH SERVICES AGREEMENT

13. Fully utilize the capabilities of COMPANY's online console as directed for COACH/Coachee correspondence, scheduling, document exchange, and other relevant activities.
14. Inform COMPANY promptly of any change in coaching status, including but not limited to, a change in availability (vacation, disability, temporary leave), certification designation, or ability to perform current contractual coaching assignments.
15. Maintain the highest ethical and coaching standards according to the COMPANY's ethics and standards agreement and as prescribed by the International Coach Federation ("ICF").
16. Honor the designated service performance guarantees by Client contract.
17. Inform COMPANY and their Coachees when they feel their services are no longer a benefit and/or those Coachees would be better served by another coach or resource.
18. Register and participate in any required training provided by COMPANY.
19. Provide proof of insurance including but not limited to the minimum coverage required by COMPANY without a lapse in coverage (***this provision is waived as of the date of this contract and until further notice***).
20. Refrain from practicing unlicensed therapy at all times (unless they are, in fact, properly licensed by the relevant state).
 - a. COACH represents that he/she fully understands the differences between coaching and therapy and hereby agrees to maintain strict compliance with ICF professional guidelines and ethics in this regard.
 - b. COACH further agrees to the emergency protocol for referring Clients who are better suited for therapy as dictated by professional standards and ICF guidelines.
 - c. COACH acknowledges receipt of The Coach Handbook and further acknowledges that he/she has read, understands, and will maintain strict compliance with the guidelines prescribed as follows:
 - i. Coaching is NOT therapy.

INDEPENDENT CONTRACTOR COACH SERVICES AGREEMENT

- ii. ICF Regulatory Committee Guidelines Regarding Referrals to Mental Health Professionals.

TURNKEY COACHING & DEVELOPMENT SOLUTIONS LLC AND THE INDEPENDENT CONTRACTOR COACH AGREE TO:

1. Refrain from doing anything that harms the public's understanding or acceptance of coaching as a profession.
2. Conduct their business with the highest level of integrity, honesty, and ethical standards always respecting **Client and Coachee confidentiality** (except as otherwise authorized by their Client, Coachee, or required by law).
3. Respect the laws and guidelines governing written work, licenses, and intellectual property of others.
4. Refrain from knowingly misrepresenting COMPANY, COACH, their competency, and/or skills to others.
5. Ensure every Client and Coachee understands the terms and conditions of their coaching engagements.
6. Avoid conflicts of interests among themselves and their Clients and Coachees.
7. Not disclose private or confidential COMPANY business matters with Clients or Coachees.
8. Not release Client or Coachee names or identity as prohibited by COMPANY without prior written permission by COMPANY.
9. Not engage in unlawful or unfair business practices and will present COMPANY and its products in a truthful and honest manner.

FEE ARRANGEMENTS

COACH will invoice COMPANY on the final business day of the first **full month** after COACH's initial assignment and at the end of each month thereafter. Payments are processed by COMPANY on or around the 20th of the month, for the prior month's services.

COACH **WILL NOT** be paid for the following (unless explicitly stated otherwise in engagement statement of work):

INDEPENDENT CONTRACTOR COACH SERVICES AGREEMENT

1. Complementary Welcome Session with Coachee.
2. Engagement Orientation Sessions.
3. Administrative time, such as submitting invoices, scheduling client sessions, etc.
4. Periodic, trust and rapport building email correspondence with your Coachee.
5. Coach Training Sessions (Unless clearly stated otherwise in your engagement details).
6. Periodic Staff or Coach “meetings”.
7. Coachee Sessions where COMPANY receives a complaint and refunds money or reassigns a Coachee with added sessions based on its determination that COACH contributed in a some way to Client’s or Coachee’s dissatisfaction.
8. Travel time to/from a Coachee or Client location (pre-approved and outlined travel expenses will be reimbursed, per your engagement details / offer letter).

COACH **WILL** be paid for the following:

1. All coaching sessions delivered in accordance with the assignment and Client contract.
2. Coaching sessions rendered before a Client requests a reassignment and for which COMPANY does not have to issue a refund or offer added sessions as compensation.
3. Referrals for new business based on fees announced or negotiated from time to time or new business opportunities identified based on negotiated revenue sharing agreement.
4. Group coaching sessions and mentor coaching assignments that have been offered and accepted as a part of large scale Client engagements.
5. Development and/or presentation of teleseminars, webinars, and other programs based on Proposed Additional Services submitted by COACH and accepted by COMPANY in accordance with the negotiated terms and rates for each.
6. Written articles, eCourses, and other written materials based on Proposed Additional Services submitted by COACH and accepted by COMPANY in

INDEPENDENT CONTRACTOR COACH SERVICES AGREEMENT

accordance with a) the negotiated terms and rates for each or b) based on “standard” policies and fees for such pieces announced from time to time.

Ultimately the COMPANY may decide to pay additional fees, awards, or incentive bonuses, or to compensate COACH for sessions that have to be duplicated stemming from a customer complaint in order to ensure a high level of customer satisfaction and to ensure that the COACH is treated fairly and reasonably in any situation.

Payment obligation. COMPANY shall not have any obligation to pay COACH, including but not limited to fees owed to and expenses incurred by COACH, if Client fails to make payment to COMPANY. COMPANY does not guarantee that COACH will receive any certain amount of compensation.

GENERAL TERMS AND CONDITIONS

COACH understands and agrees that compensation, business policies, and procedures are subject to change in the normal course of business and in response to particular customer requirements. In general, it is COACH’s responsibility to stay abreast of and in compliance with current policies and procedures. In rare circumstances involving material changes affecting COACH/COMPANY relationship, COMPANY will notify COACH of any such material changes, and COACH must accept such changes in writing in order to continue their contractual service with COMPANY. An example of one such change would be the requirement (in the future) for COACH to obtain professional liability insurance and submit proof of insurance to COMPANY.

COACH is not authorized to collect funds from, otherwise transact separate business with, or acquire Clients or Coachees that belong to COMPANY. Failure to comply with this requirement may result in the immediate termination of this agreement, potential forfeiture of fees, and possible legal proceedings.

COACH agrees that he/she is an independent businessperson free to conduct his/her own business according to his/her own methods while incorporating COMPANY recommended guidelines and procedures therein.

COACH further acknowledges that he/she is not an agent or employee of COMPANY and as such, will not be treated as an employee for any federal or state income taxes withholding, social security, workers’ compensation, unemployment compensation or for any other purpose.

COACH is required to use the TurnKey Coaching & Development Solutions, LLC name, logo, email address, trademark, registration and other marks during the term of this

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agreement in all communications with Coachee. Other than direct communication with Coachees and pre-approved use of the "Approved TurnKey Professional Coach" seal, COACH is prohibited from using COMPANY's name, logo, trademarks, or any other marks without the prior written permission of COMPANY.

If this agreement is terminated for any reason, COACH will immediately cease Client and Coachee interaction, and use of COMPANY's name or any other affiliation for any purpose whatsoever.

COMPANY and COACH mutually agree that providing outstanding customer service is their first priority. Potential or current Clients or Coachees seeking services from COMPANY will be directed to the Program Manager or other appropriate officer of COMPANY. COACH further agrees that if a Client/Coachee is dissatisfied, he/she will refer Client/Coachee to the Program Manager, Lead Coach, or other officer of COMPANY for swift and immediate resolution.

COACH agrees that any professional ideas submitted for use by COMPANY are done so without the expectation of remuneration from COMPANY unless so stated in writing at the time of the submission.

This agreement will be governed by the laws and regulations in the State of Texas.

CONFIDENTIALITY

COMPANY possesses certain ideas and information relating to business practices, marketing, strategies, programs, and processes for packaging and delivering coaching and training services that is confidential and proprietary ("Confidential Information").

COACH agrees not to use any Confidential Information in any way that would injure COMPANY. COACH agrees to use his/her best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than those having a need for disclosure in connection with COACH's authorized use of the Confidential Information.

COACH agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

Confidential Information shall not be deemed proprietary and COACH shall have no obligation with respect to such information where the information:

INDEPENDENT CONTRACTOR COACH SERVICES AGREEMENT

- *was known to COACH prior to receiving any of the Confidential Information from COMPANY;*
- *has become publicly known through no wrongful act of COACH;*
- *was received by COACH without breach of this agreement from a third party without restriction as to the use and disclosure of the information; and*
- *was independently developed by COACH without use of the Confidential Information.*

COACH agrees that all Confidential Information shall remain the property of COMPANY, and that COMPANY may use such Confidential Information for any purpose without obligation to COACH. Nothing contained herein shall be construed as granting or implying any transfer of rights to COACH in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.

DURATION

This agreement shall become effective when a signed hard copy of the signature page is received by COMPANY. This agreement is effective for one year from the date of execution and automatically renews on each anniversary date absent any notice of cancellation by either party. This agreement may be terminated at the discretion of COMPANY at any time and without notice.

Clients/Coachees receiving coaching services from a COACH may terminate a contract with COMPANY and/or request to be reassigned to another coach. If this happens, Coach-to-Coachee services will be terminated as requested by Client/Coachee immediately upon receipt of termination and/or a reassignment request.

COACH may terminate this agreement by submitting to COMPANY a 45-day notice of departure (“Notice Period”), either in written or email format, in order to receive final compensation for coaching services rendered. COACH agrees to fulfill all coaching obligations during the Notice Period or until Coachees can be appropriately reassigned by COMPANY, whichever comes first.

COACH agrees and understands that if appropriate Notice Period is not submitted to COMPANY and any outstanding coaching obligations are not fulfilled, monies due will be forfeited.

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TERMINATION CONDITIONS AND APPEALS

Any COACH may be terminated when, in management's judgment and sole discretion, the performance or conduct of COACH does not meet COMPANY standards. Further, COACH services may be discontinued at any time by COMPANY for any reason. COACH may request a telephone conference to receive input regarding discontinuation and may request reconsideration.

COACH understands that as an independent service provider, COMPANY may not be held liable or responsible for any perceived injuries as a result of discontinuation or termination of contractual coaching services.

COACH agrees to hold harmless and release COMPANY from any and all claims arising from contract termination.

ARBITRATION

In the event of any dispute arising out of or in any way related to the provisions of this agreement, such dispute shall be resolved in binding arbitration pursuant to the Texas, Title 7. Alternate Methods of Dispute Resolution, Chapter 171, General Arbitration Code. The cost of the arbitration shall be borne equally, unless otherwise ordered by the arbitrators. This arbitration clause shall not apply to any attempt by COMPANY to obtain an injunction to prevent disclosure of trade secrets or a violation of the Non-Compete Agreement by COACH. The parties acknowledge that the business activities of COMPANY affect interstate commerce and that this agreement is also binding pursuant to the Federal Arbitration Act.

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SIGNATURE PAGE

This is an agreement between **TurnKey Coaching & Development Solutions, LLC** ("COMPANY"), located at 10924 Grant Rd. #512, Houston, TX 77070 and _____

_____ ("COACH"), located at:

COMPANY has selected COACH to provide coaching and related services to its clients.

I, _____, hereby agree to honor my business relations, my ethical obligations, and standards of performance as stipulated in the **Independent Contractor Coach Services Agreement** with COMPANY. I understand that I am hereby engaged to operate as COACH for COMPANY. If I breach this agreement, I agree that COMPANY will hold me accountable for doing so.

I further agree that consequences for said violations may include termination, reporting violations to governing boards having applicable jurisdiction (such as the ICF), and my assumption of the associated financial burden, including any forfeiture of coaching fees and payment of legal fees incurred on my part and the part of COMPANY. As an alternative to incurring exorbitant legal fees, I agree to arbitration for resolving disputes. This agreement is governed by the laws of the State of Texas.

Signed:



Anisa Aven, CEO, TurnKey Coaching & Development Solutions

Signed _____ Date _____

Print Name: _____

Please Sign and fax to 281-580-6254 or email to

Coach@TurnKeyCoachingSolutions.com You may download the W9 form from the following link: <http://turnkeycoachingsolutions.com/pdf/RequestW9TKCDS-ICA2014.pdf>