Contracting for Success

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Every coaching conversation and engagement includes a contract or agreement involving at minimum a coach and client. It may also include additional stakeholders, like peers, direct reports, and customers. The contract may be formal or informal, implicit or explicit. When coaching in an organizational setting, multiple, interconnected contracting relationships often exist. The contract is an important and essential element of the coaching relationship requiring intentional thought and action. In this article, these relationships are explored and 15 essential elements of contracts are defined.

What coach doesn’t like to hear, “That coaching session went well”? And when coaches hear, “My goals for coaching were achieved,” or “My employee made tremendous progress”, the coaching process is validated as successful.

While accidental success is always possible, it is the exception. Success is usually the result of intentional agreements and honored commitments between coach and client. The process of reaching those agreements is contracting, which can be explicit or implicit, formal or informal, written or verbal. Whatever form contracting takes, it is crucial for successful coaching engagements.

Effective contracting requires the coach and client to reach a common understanding on key points of the coaching engagement. David Dotlich and Peter Cairo in their Action Coaching model (1999) list these three steps a coach should follow to reach agreement: (1) determine what needs to happen and in what context, (2) establish trust and a set of mutual expectations, and (3) contract for results. Therefore, contracting is basically the process of developing a shared understanding between the coach and client about what will happen in the coaching process and how that interaction will take place. Peter Block (2000) notes that a contract is “an explicit agreement of what the consultant and client expect from each other and how they are going to work together” (p. 54).

As coaches become experienced, some formalities practiced by less experienced coaches often fall by the wayside. Yet, while there are wide variations in the degree of formality and explicitness of contracting among coaches, the majority of coaches understand that contracting is far more than a formality. Because contracting is crucial to the coaching
process, the ability to establish a coaching agreement is one of the International Coach Federation’s (ICF) eleven core competencies for coaches. Other coaching practitioner organizations like the Worldwide Association of Business Coaches (WABC) and the European Mentoring and Coaching Council (EMCC) define similar expectations.

Another noteworthy aspect of contracting is that it usually occurs more than once in the coaching lifecycle. While contracting is central to establishing the coaching relationship at the beginning of the engagement, agreements are often revisited throughout the engagement as an ongoing process of discovery and adjustment that occurs as needed.

Recognizing that coaching requires a high degree of trust, one might argue that the less formally constructed the contract, the higher the level of trust, and the more effective the coaching relationship might be. This theory may not play out well in reality or have empirical merit, although it would be an interesting concept to study. External coaches are more likely than internal coaches to have written and more formal agreements with clients, as the initial level of trust is often lower and the risk of misunderstanding is often higher. For our purposes having an agreement between coach and client, whether formal or informal, can be beneficial.

**MULTIPLE STAKEHOLDERS**

Some contracting relationships are relatively simple and exist between the coach and the person being coached (client/“coachee”), as shown in Figure 1.

![Figure 1. A relatively simple relationship between the coach and client](image)

At the other end of the spectrum, coaching engagements in large organizations, where the coach is also part of a larger coaching organization, involve multiple relationships and can become rather complex.

Figure 2 shows coaching engagement players in a more complex scenario. In this example, the coaching organization has a contracting relationship with its coach and with the client organization. In addition to the relationship with the coaching organization and client, the coach may have a contracting relationship with the client organization and others, like the client’s manager and/or other stakeholders in the organization (including peers, direct reports, customers, and others).
IMPORTANT OF CONTRACTING TO THE PRACTICE OF COACHING

As in most relationships between two people or among a group of people, the parties tend to make implicit, critical assumptions about the relationship. In a coaching relationship, these assumptions may include the purpose of the relationship, roles and responsibilities of those involved, coaching method and process, participation levels, and so on. If these assumptions are not aired and reconciled, trouble can ensue.

Contracting is a conversation that can make assumptions explicit and serves three important functions. First, contracting defines the coach’s and client’s roles and the desired results, while providing a common language for coaching and development activities. Second, contracting establishes structure – for example, the steps for realizing the goals, the coaching methods employed, time frames, progress measures, and related matters. Third, contracting models the action-learning process that is the essence of coaching. This includes disclosure, inquiry, and commitment to one another’s success (Witherspoon, 2000).

BENEFITS OF INTENTIONAL CONTRACTING

When contracting does not occur or is done poorly, it can lead to unfilled expectations about the coaching process, violated boundaries, and disappointing outcomes. Lack of contracting can damage relationships among the coach, coachee, sponsors, and other stakeholders. And it can lead to a reduced likelihood for future coaching opportunities with the individual and/or organization (Lazar, 2006).

In my own experience and observations, the absence of contracting or contracting done poorly invariably leads to disappointing results. Coaches become frustrated when clients do not “perform” as expected. Clients are unwilling to “go deep,” because they are not sure what is
expected of them. In some cases, clients expect the coach to provide all the answers, which is why coaches are often warned, “Never work harder than your client.” When these and other symptoms occur, the root cause is often the absence of a client contract or one that was haphazardly discussed.

However, it is important to note that regardless of how well a contract is formed with a client, human behavior is often unpredictable and confusing. Therefore, contracting is both art and science. Just because a client fails to honor a commitment does not mean the contracting process was flawed. It may, however, mean that the contract needs to be revisited and reaffirmed or adjusted. “Contracting is a complex, human-interactive process requiring sensitivity, skill, and flexibility” (Rothwell & Sullivan, 2005, p. 266).

Effective contracting can, and does, minimize frustration and confusion. Participation increases when everyone involved – coach, coachee, and others – have clearly defined roles and understand what is expected. The coaching process goes more smoothly because it has been agreed upon in advance. And by focusing on the desired outcomes, there is a greater likelihood for success and fewer misunderstandings. Using an often used phrase coined by Stephen Covey (1989) in *The 7 Habits of Highly Effective People*, coaches must guide clients to “begin with the end in mind.”

Contracting can also build trust in the coach and the process by establishing boundaries around what coaching is – and is not. Agreeing on the distinctions between coaching, therapy, mentoring, and expert consulting helps keep the coaching conversation within agreed upon boundaries.

However, building trust is more than just agreeing on what coaching entails. In his book *The Speed of Trust*, Stephen M. R. Covey (2006) identified four cores to credibility and poses a guiding question for each:

1. Credibility – Are you congruent?
2. Intent – What’s your agenda?
3. Capabilities – Are you relevant?
4. Results – What’s your track record?

These questions are particularly applicable to clients and client organizations in deciding which coach they can trust to make the engagement meaningful and successful.

In addition to Covey’s inquiries, these additional questions may be helpful for a client or client organization to ask a coach to gain knowledge and build trust.

- What about you as a coach – personally and professionally – will I find compatible to me?
- What education, training, and certification have you earned that supports your work as a coach?
- What motivates you to coach people?
• How have you coached others with circumstances similar to mine?
• What challenges have you faced as a coach and how have you addressed them?
• What results have you achieved with your clients?

Confidentiality is also critical to building trust. Contracting agreements should include the confidentiality of topics discussed and what information will be shared, with whom it will be shared, and in what manner. Coaches must ensure that information collected from individuals be kept confidential. In the context of a coaching engagement, individuals should own their own data. Organizations own non-confidential and non-anonymous data. In a recent article in *American Psychologist*, Mary Alice Fisher (2008) of The Center for Ethical Practice recognized that psychologists are often obligated to comply with laws about confidentiality and anonymity. She suggested that a standard of “truly informed” consent be applied, where the psychologist and client agree on what will be disclosed, to whom it will be given, and under what conditions. Unlike psychologists, coaches are currently not required to comply with this legal standard of practice. However, adopting this higher standard of practice and contracting it with clients would certainly enhance the coaching profession.

Ethical issues, like misrepresentation and collusion, misuse of data, manipulation and coercion, value and goal conflicts, can also be avoided by contracting. Rothwell and Sullivan (2005) noted that, “throughout contracting, there is a constant need to pay attention to ethical issues in order to establish the right boundaries, relationship, and work methods” (p. 225).

Clearly, the benefits of contracting are clarity of purpose and a shared commitment by everyone involved to make the coaching process as successful as possible. While contracting may seem unnecessary at times, wise coaches should heed the famous Fram oil filter commercial of years ago: “Pay me now or pay me later.” Time spent upfront on contracting will prevent many headaches and frustrations later.

**15 ESSENTIAL ELEMENTS OF INITIAL COACHING AGREEMENTS**

Coaches need to remember that many different systems, sponsors, and clients are involved in contracting. Since there is no one-size-fits-all solution, contracting must be customized for each situation. All parties – client, coach, sponsor, and other stakeholders – have different expectations to be satisfied. When done well, the contracting process enhances these intricately interwoven working relationships. It should never detract or become a barrier.

The initial coaching agreement, whether formal or informal, written or simply oral, should explicitly include these elements:

1. Definition of who the coaching client is (the individual or team being coached) and is not (the sponsoring organization or stakeholders).
2. Measures of progress (milestone outcomes) and desired outcomes or results sought for the coaching engagement. This helps distinguish coaching conversations from other types of conversations by focusing on goal-directed actions to achieve desired results.

3. Length of the coaching engagements.

4. Frequency and number of sessions to be conducted.

5. Work to be performed by the coach that extends beyond direct coaching – like stakeholder interviews and assessments (personality, thinking style, communication style, multi-rater feedback).

6. Confidentiality and anonymity of the relationship, data gathered through assessments and interviews, observations of the client, and remarks by the client.

7. Record keeping associated with the engagement—what will be recorded, security of storage, and retention practices.


9. The general format or process of a coaching session, which can be associated with the coaching practice’s model or the individual coach’s style of working with clients.

10. Clarity about what is, and is not, coaching including the all important distinctions between coaching and therapy, consulting, and mentoring.

11. Administrative practices such as billing, payment, and cancellation of appointments.

12. Roles and responsibilities of the coach and coachee. An example of a coachee responsibility could be completing preparatory work before sessions.

13. When and by what means the coach and coachee will provide mutual feedback, which should address the coaching approach, progress being made, and any perceived violation of their agreements. The agreement may include when and how to present insights about “blind spots” or potentially sensitive matters.

14. Behaviors and interactions during the coaching relationship, including distractions during coaching sessions (e.g., cell phones), completing assignments on time, and beginning and ending coaching sessions promptly.

15. Agreements on what the parties (coachee, coach, and sponsor) involved in the coaching engagement should communicate to each other, by what method, and with what frequency.

As shown earlier in Figure 2, there are a number of possible coaching relationships that could arise from a coaching engagement. Due to the dynamic nature of these relationships, and the fact that each coaching engagement may be structured differently depending on the circumstances, these 15 elements may apply to one or more of these
relationships. The most effective approach is to consider all of these elements when developing and sustaining the vital relationships involved in a coaching engagement.

**TAKE THE TIME TO CREATE JOINT RESPONSIBILITY**

Contracting requires agreement; agreement requires understanding. And understanding takes time. Therefore, coaches must commit to taking time to explain the elements and intentions of the coaching contract. Encourage questions and be willing to tailor the contract to suit the situation and people involved. Ask questions to clarify and confirm understanding. (See Table 1 below for some suggested questions.)

![Table 1. Questions to guide contracting with the coaching client](image)

To guide contracting with the coaching client:

**Initial Contracting:**

- What is the work you want to do? What would you like to achieve as a result of our work together?
- How do you want to receive feedback?
- What do you expect from me in our relationship?
- What can I expect of you in our relationship?

**During the Coaching Engagement:**

- What would you like us to focus on in this coaching session?
- What, if any, changes do we need to consider making to our working agreement?
- How is our coaching relationship meeting your needs? Are there ways it can be improved or enhanced?
- Is this something you might want to share with your manager?

Most importantly, share the responsibility with the coachee for maintaining adherence to the contract and for adjusting the contract when necessary. You will find that the time spent on contracting pays dividends and results in successful coaching engagements.

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REFERENCES


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