

PARTICIPATION AGREEMENT FOR DIVORCE COACHING IN COLLABORATIVE PRACTICE

GOAL OF COLLABORATIVE PRACTICE:

The goal of Collaborative Practice is to help the separating/divorcing couple to work successfully within the Collaborative Law structure to achieve a positive resolution that minimizes the negative economic, social, and emotional consequences the family often experiences in the traditional adversarial separation and divorce process.

In order to accomplish this goal, three independent disciplines work together as a team to integrate the legal, emotional and financial aspects of separation/divorce.

THE ROLE OF THE COLLABORATIVE PRACTICE COACHES:

Collaborative Practice Coaches will work with the couple to:

1. Identify and prioritize the concerns of each person.
2. Make effective use of conflict resolution skills
3. Develop effective co-parenting skills.
4. Work collaboratively with the couple and their lawyers and other involved professionals to enhance communication and reduce misunderstandings.
5. Direct their best efforts towards keeping the collaborative process moving towards resolution.

ROLE OF THE COLLABORATIVE PRACTICE CHILD SPECIALIST:

The Collaborative Practice Child Specialist will work with the child to:

1. Provide the child with an opportunity to voice his/her concerns regarding the separation/divorce.
2. Provide parents with information and guidance to help their children through this process.
3. Give information to the Coaching team that will help in developing an effective co-parenting plan.

THE ROLE OF THE FINANCIAL SPECIALIST:

The Collaborative Practice Financial Specialist will work with the couple to:

1. Provide the separation/divorce process on-going practical financial guidance; planning support and budgeting throughout the separation/divorce process.
2. Assist with the discovery process gathering and documentation of income and expenses plus asset and debt for the documents and proceedings.

THE ROLE OF THE COLLABORATIVE PRACTICE LAYWER:

1. Represents the best interests of his/her respective client while maintaining the overall goal of a collaborative process.
2. Works collectively with the other Collaborative Practice Lawyer and the Collaborative Practice team.

THE RESONSIBILITIES OF THE CLIENT:

Each party involved in the separation/divorce agrees:

1. In the case of the Parties who have children: to make every effort to reach amicable solutions that promote the child/ren's best interests. The Parties agree to act quickly to mediate and resolve differences related the child/ren to promote a caring, loving and involved relationship between the child/ren and both parents. The Parties acknowledge that inappropriate communications regarding their dissolution can be harmful to their child/ren. They agree that settlement issues will not be discussed in the presence of their child/ren, or that communication regarding these issues will occur only if it is appropriate and done by mutual agreement, or with the advice of the Child Advocate. The Parties agree not to make any changes to the residence of the child/ren without first obtaining the written agreement of the other Party.
2. To maintain the confidentiality of all content (written or oral) of the sessions and agrees that under no circumstances will any of this content be used in any future adversarial process.
3. To work for the best interest of the family as a whole.
4. Although the Parties of have agreed to work outside the court system, the Parties also agree that, pending settlement:
 - a. Neither Party will dispose of any assets except by an agreement in writing.
 - b. Neither Party may harass the other Party.
 - c. All available insurance coverage will be maintained and continued without change in coverage or beneficiary designation.

CONFIDENTIALITY

1. Both Parties agree to sign confidentiality waivers with the Collaborative Practice Coaches to waive privilege with each Collaborative lawyer involved in the process. The specifics of this will be discussed before the confidentiality waivers are signed. The purpose of having signed waivers is to be able to speak freely with the different professionals involved to facilitate a team approach.
2. All materials without these specific waivers remain closed and confidential in accordance with Provincial laws. Confidentiality may be waived in the following situations:
 - a. If there is a reason to believe that you are in danger of hurting yourself;
 - b. If you express an intention to hurt someone else; and
 - c. If there is reasonable suspicion a child, under the age of 19, is being abused.

3. Should either party elect to move from the Collaborative Process into a court process, all materials, including all content (both written and oral) of Coaching sessions, remain confidential and may not be used in any court proceedings.

FEES:

Include basic fees for hourly coaching rate, late payment charge, phone consultations, and drafting documents. Incidental fees may include photocopying, faxing, postage and parking.

CANCELLATIONS:

TWO BUSINESS DAYS advance notice of cancellation is required. Because appointment times are reserved exclusively for you, you will be charged full fee for a late cancellation or missed appointment.

ELECTION TO TERMINATE:

If either Party decides that the Collaborative Practice process is no longer viable and elects to terminate the status of the case as a Collaborative Practice matter, s/he agrees, in writing, to immediately inform the other Party, their respective Coaches, and lawyers.

A Collaborative Practice Coach must withdraw from the Process in the event that they learn that their client has withheld or misrepresented information and continues to withhold and misrepresent such information, or otherwise acted so as to undermine or take unfair advantage of the Collaborative Practice Process. The Coach withdrawing will advise the other Team members in writing that s/he is withdrawing and that the Collaborative Practice Process must end.

The Collaborative Practice Coach reserves the right to withdraw from the case for any reason (except those set out in the preceding paragraph, in which case withdrawal is mandatory). They agree to provide written notice of withdrawal to the other Party through his/her lawyer and his/her Collaborative Practice Coach. The Party whose Coach has withdrawn may elect to continue with the process and shall give prompt written notice of this intention as well to the other Party through his/her lawyer.

The withdrawing Coach will make every effort to provide suitable referrals to other Collaborative Practice Coaches to facilitate the engagement of a new Coach. The new Coach shall execute a new Collaborative Practice Participation Agreement within 30 days of the Coach first giving notice. If a new Agreement is not executed within 30 days, then the other Party shall be entitled to proceed as if the Collaborative Practice Process was terminated as of the date the first written notice was given.

In the event of a termination, all incurred fees are due and payable.

LIMITATIONS:

While the Collaborative Practice Process is not a guarantee of success and cannot eliminate past disharmony and irreconcilable differences, we believe it offers a positive method towards a cooperative solution. For couples with children, it assists them towards a positive co-parenting relationship.

I HAVE READ THE ABOVE AGREEMENT IN ITS ENTIRETY, UNDERSTAND THE CONTENT AND AGREE TO ITS TERMS:

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE