

# **COLLABORATIVE DIVORCE PARTICIPATION AGREEMENT**

## *Divorce Coach/Child Specialist*

### GOAL OF THE COLLABORATIVE DIVORCE TEAM

The goal of the Collaborative Divorce Team is to assist the divorcing couple in achieving a successful resolution of issues related to their marriage and family in such a way as to minimize the negative economic, social and emotional consequences that families often experience in the traditional adversarial divorce process and help them focus on healthy outcomes to restructure their family and meet the needs of all family members.

In order to achieve this goal, professionals from several independent disciplines work together as a team to integrate the legal, emotional and financial aspects of a divorce. In addition to you and your family, your divorce coach may work with your attorneys, the financial specialist and the child specialist.

### **ROLE OF THE DIVORCE COACH**

The divorce coaches will work with the couple to:

Identify and prioritize the concerns of each person.

Resolve conflict effectively.

Develop and support effective co-parenting skills.

Enable the family and involved professionals to enhance communication and to reduce misunderstandings.

Keep the collaborative process moving toward resolution.

Refer the client to an appropriate professional if therapy or counseling is warranted or desired.

### **ROLE OF THE COLLABORATIVE ATTORNEY**

Collaborative attorneys will:

Provide legal education and advice.

Represent the interests of his/her respective client while maintaining the overall

goal of a collaborative settlement process.  
Work collaboratively with the other attorney and the rest of the team.

## ROLE OF THE FINANCIAL SPECIALIST

The financial specialist will:

Provide ongoing practical financial education including planning, support and budgeting throughout the divorce process.

Assist the parties in compiling, documenting and understanding income and expenses, assets and debts, and current and projected tax effects and the future financial ramifications of potential settlement options.

## ROLE OF THE CHILD SPECIALIST

The child specialist will:

Provide the child with an opportunity to share feelings, voice concerns and ask questions regarding the divorce.

Provide parents with information and guidance to help their children through the process.

Support an effective co-parenting plan by providing information to the divorce coaches.

## ROLE OF THE CLIENT

Each client working with the Collaborative Divorce Team agrees to:

Listen to and look at issues from the other spouse's and children's perspective as well as their own.

Work for the best interests of the family as a whole.

Communicate openly and honestly with all members of the Collaborative Divorce Team.

Support an interest-based communication and decision-making process among members of the team.

## **Confidentiality**

You will be asked to sign a consent form allowing the Collaborative Divorce Team to speak freely with each other. This enables the team to facilitate a satisfactory divorce.

What you talk about will remain confidential within the team. Information will not

be disclosed to others outside the team without your consent. The exceptions to this latter provision are as follows: (a) if your divorce coach believes that you may harm yourself; (b) if you express an intention to harm someone else; (c) if there is reasonable suggestion of child abuse or neglect; (d) if required by a judge.

If you or your spouse choose to end the Collaborative Divorce process and begin a traditional adversarial divorce, all materials from coaching sessions remain confidential and may not be used in any court proceedings.

### **Fees**

All meetings will be billed at \$150 per hour. Coaching fees are due at the time of the service. Most sessions will be provided in person; however, if extended telephone coaching sessions are needed, these will be billed at \$35 per 15-minute segments. In addition, your divorce coach/child specialist may require a \$500 retainer fee.

A 24-hour advance notice of cancellation is required. Appointment times are reserved for your exclusive use, so you will be charged the full fee of \$150 for late cancellations or missed appointments.

### **Election to Terminate**

If the client decides that the Collaborative Divorce process is no longer viable and elects to terminate the status of the case as a Collaborative Divorce matter, he/she agrees, in writing, to immediately inform the other party, the Divorce Coaches, and the attorneys.

Under no circumstances will the Divorce Coach testify on behalf or against any party who has been named in this agreement. The client hereby waives any right to have the Divorce Coach testify in any Court of Law. The client agrees that he/she will not subpoena the Coach to Court.

### **Limitations**

The collaborative divorce process is a positive method to create a cooperative solution to divorce issues; it is not a guarantee of success and cannot eliminate past disharmony and irreconcilable differences.

The clients must be willing, with the assistance and support of the team, to communicate honestly and participate in direct problem-solving and negotiations to create their parenting plan and settlement agreement.

**Collaborative Divorce Participation Agreement:**

I HAVE READ THE ABOVE STATEMENT IN ITS ENTIRETY, UNDERSTAND THE CONTENT, AND AGREE TO ITS TERMS.

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(CLIENT PRINTED NAME AND SIGNATURE)  
(DATE)

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(CLIENT PRINTED NAME AND SIGNATURE)  
(DATE)

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(COACH/CHILD SPECIALIST PRINTED NAME AND SIGNATURE)  
(DATE)