



## **Participation Agreement (Collaborative Coaching)**

### **I. Goal of Collaborative Process**

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

### **II. The Role of the Collaborative Coach**

Collaborative 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.

### **III. Role of the Child Specialist**

The Collaborative Child Specialist will work with the child to:

1. Provide the child/ren 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.

### **IV. Responsibilities of the Client**

Each party involved in the separation/divorce agrees:

1. 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 to 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 a Child Specialist or Coaches. 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 interests of the Child/ren and of the family as a whole.
4. Although the Parties have agreed to work outside the court system, the Parties also agree that, pending settlement:
  - Neither Party may harass the other Party.
  - All available insurance coverage for the child/ren will be maintained and continued without change in coverage or

beneficiary designation.

#### V. Commencement of Collaborative Process with a Coach

The Collaborative Process with Coaches begins with the signing of the Coach's Participation Agreement.

#### VI. End of the Collaborative Process with a Coach

The Collaborative Process with the coach ends when the first of the following events occurs:

1. If a coach or party gives notice of withdrawal from the Collaborative Process.
2. A coach terminates the Collaborative Process under the terms of the Participation Agreement.
3. A party commences a contested court proceeding.
4. The parties sign (before witnesses) a final parenting plan for their separation agreement.

#### VII. Confidentiality

Both Parties agree to sign confidentiality waivers with the collaborative Coaches to waive privilege with each professional involved in the process. The purpose of having signed waivers is to be able to speak freely with other professionals (such as the Collaborative Lawyers) involved in the process.

All materials without these specific waivers remain closed and confidential in accordance with Provincial laws. Confidentiality may be waived in the following situations:

- If there is a reason to believe you are in danger of hurting yourself;
- If you express an intention to hurt someone else, and
- If there is a reasonable suspicion a child, under the age of 18, is being abused.

All Communication exchanged during the Collaborative Coaching Process will be confidential and without prejudice, subject to sharing within the collaborative process as set out in 1. above. If subsequent litigation occurs, the Parties mutually agree:

- That neither Party will introduce evidence in court information disclosed during the Coaching Process for the purpose of reaching a parenting plan.
- That neither Party will introduce as evidence in court information disclosed with respect to either Party's behavior with regard to the parenting plan.
- that neither Party will subpoena or seek testimony from the Collaborative Coach or information obtained verbally or in writing.

#### VIII. Fees

1. The Parties are responsible for the respective Collaborative Coaches' fees payable at the end of each session.
2. The time reserved for your appointment has been set aside exclusively for you. While unforeseen circumstances sometimes arise, we do require 48 hours notice to cancel appointments or you will be charged in full for the time originally scheduled for the appointment. In the case of joint meetings, the client who is responsible for cancellation without sufficient notice, or who does not attend the scheduled appointment, will be solely responsible for paying the full coaching fee.
3. Regular statements of the account detailing the date, service, time, and hourly rates shall be provided.
4. Prorated fees are applied to all time expended in any/all professional activities including administrative matters for all work performed pursuant to the terms of this Agreement with a 15-minute minimum being charged per service. This includes time spent in:

- Discussions with your lawyers or reviewing relevant materials in preparation for taking on your case prior to our initial intake meeting;
- In person meetings or joint meetings with lawyers and clients;
- Telephone calls with you, your lawyers, and/or other professionals. Calls with clients will be billed directly to the client who either initiates the call to us or to whom in our discretion, must initiate a call. (Clients will not be billed for calls exclusively to schedule or reschedule appointments;
- Reviewing documents and correspondence, writing and reviewing received email, notes, voice mail, telephone calls, meetings with parents, Coaches, their counsel, and third parties;
- Parking fees.

#### IX. Waiver of Collaborative Coaches' Liability

The parties agree that the Collaborative Coaches shall be immune from suit by either of the parents, lawyers or other participants in this case, because of or based upon the Collaborative Coaches' activities in this matter. The Collaborative Coaches shall not be liable to the parents or counsel for any acts or omissions arising out of the functions performed under this Agreement. The Collaborative Coaches' role is to help the parents settle their custody and parenting disputes. The Collaborative Coaches are not compelled or competent to give evidence before any court or tribunal with respect to any legal proceedings between the parents, or between the parents or anyone of them and any third party.

#### X. Termination/Severability

A Collaborative Coach must terminate the Collaborative 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 Process.

If any term or other provision of this Agreement is determined to be invalid, illegal, or incapable of being enforced by any rule or law, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties shall attempt to modify the Agreement to reflect their original intent as closely as possible.

### Acknowledgements

I have read the above agreement in its entirety, understand the content and agree to its terms. This agreement may be executed by the clients separately or signed by the clients on separate dates. The separate agreements together constitute one and the same document.

☐ Name

Date (YYYY-MM-DD)

☐ Name

Date (YYYY-MM-DD)