

**COLLABORATIVE COACHES' PARTICIPATION AGREEMENT**

**BETWEEN:**

***Party 1***

AND

***Party 2***

(the "Parties")

**AND THEIR COACHES:**

***Coach 1***

AND

***Coach 2***

(the "Coaches")

The Parties have entered into this Agreement to use the principles of the Collaborative Process to settle the issues arising from their family law matter; and they have retained the Coaches to assist them with certain aspects of the Collaborative Process as set out in this Agreement (the "Collaborative Coaching Process").

**1. GOAL OF COLLABORATIVE PROCESS:**

The primary goal of the Collaborative Process is to settle all issues in a non-adversarial manner. The Parties aim to minimize the negative economic, social, and emotional consequences of litigation to themselves and to their family. The Coaches will assist the Parties in reaching this goal.

As part of the Collaborative Process, the Parties will retain Collaborative Lawyers (the "Lawyers"), and enter into a Participation Agreement with the Lawyers (the "Lawyers' Participation Agreement"), and they will execute this Collaborative Coaches' Participation Agreement with the Coaches (the "Coaches' Participation Agreement").

The Parties may also retain a Child Specialist and a Financial Specialist where appropriate.

The team of professionals will work together to assist in settling all issues arising from the family law matter within the Collaborative Process.

**2. COMMENCEMENT OF COLLABORATIVE PROCESS**

The Collaborative Process begins with the signing of the Lawyers' Participation Agreement. In the event that the Coaches' Participation Agreement is signed prior to the Lawyers' Participation Agreement, it becomes effective upon the Parties signing the Lawyers'

Participation Agreement, except for the following sections which become effective upon signing this Coaches' Participation Agreement:

- a. Part 10: Confidentiality;
- b. Part 11: Waiver of Confidentiality; and
- c. Part 12: Prohibited from Participating in Non-Evaluative and Evaluative Reports.

### **3. END OF THE COLLABORATIVE PROCESS**

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

- a. **Resolution:** resolution means the Parties have signed (before witnesses) a written agreement addressing all the issues in the dispute. Resolution includes an agreement addressing some but not all of the issues if the clients have agreed in writing that the remaining issues will not be resolved in the Collaborative Process ("**Resolution**");
- b. **Collaborative Process ends with the Lawyers:** the process ends pursuant to the Lawyers' Participation Agreement, either by termination of the process by a Lawyer or client or by withdrawal of a Lawyer; or,
- c. **Commencing Court Proceedings:** a Party commences a court proceeding except in accordance with the Lawyers' Participation Agreement.

### **4. END OF THE COLLABORATIVE COACHING PROCESS**

A Party may terminate the Collaborative Coaching Process by giving written notice to their Coach.

A Coach must terminate the Collaborative Coaching Process if the Coach learns that their client has withheld or misrepresented material information and continues to withhold and misrepresent such material information, or otherwise acted so as to undermine or take unfair advantage of the Collaborative Coaching Process. The Coach terminating the Collaborative Coaching Process will advise their client, the other Coach and their client's Lawyer in writing that they are terminating the Collaborative Coaching Process. The Coach will share the reason for the termination with their client and their client's Lawyer.

### **5. THE ROLE OF THE COACHES:**

The Coaches work with the Parties to:

- a. identify and prioritize the concerns of each Party;
- b. make effective use of conflict resolution skills;
- c. develop effective co-parenting skills, in cases where the Parties have child(ren);

- d. work collaboratively with the Parties and their Lawyers, and other involved professionals, to enhance communication and reduce misunderstandings; and
- e. direct their best efforts towards keeping the Collaborative Process moving towards resolution.

## **6. THE RESPONSIBILITIES OF THE PARTIES:**

Each of the Parties agree:

- a. to maintain the confidentiality of all content (written or oral) of the sessions and not use any of this content in any future adversarial process, under any circumstances;
- b. to make every effort to reach efficient and amicable solutions;
- c. to communicate respectfully and compassionately; and,
- d. if the Parties have child(ren), they agree:
  - i. not to make any changes to the residence of the child(ren) without first obtaining the written agreement of the other Party;
  - ii. not to move the school of the child(ren) without first obtaining the written agreement of the other Party;
  - iii. to make every effort to reach amicable solutions that promote the best interests of the child(ren) and of the family as a whole;
  - iv. to resolve differences related to the child(ren) in such a way to promote a caring, loving and involved relationship between the child(ren) and both Parties;
  - v. to promote a caring and involved relationship between the child(ren) and the other Party;
  - vi. not to participate in inappropriate communications with, or within earshot of, the child(ren)
  - vii. not to have inappropriate communications in the presence of their child(ren) regarding the separation or the other Party; and,
  - viii. that all future discussions with the child(ren) regarding the separation will be done by mutual agreement or upon the advice of a Child Specialist or the Coaches, and such communications will be respectful and neither parent will disparage the other Party to the child(ren).

## **7. ROLE OF THE CHILD SPECIALIST:**

The Parties may retain a Child Specialist who will work with their child(ren) to:

- a. provide the child(ren) with an opportunity to voice their concerns regarding the separation/divorce;
- b. provide the Parties with information and guidance to help their child(ren) through this process; and,
- c. give information to the Coaches that will help in developing an effective co-parenting plan.

## **8. COMMUNICATION WITHIN THE COLLABORATIVE COACHING PROCESS**

The Parties intend to communicate effectively with each other to efficiently and economically settle the issues arising from their separation. Communications will be respectful and constructive.

The Parties are encouraged to discuss and explore the interests they have in achieving a mutually agreeable settlement, and each is encouraged to speak freely and express their needs, desires, and options without criticism or judgment by the other. Neither Party nor the Coaches will use the threat to withdraw from the process or to go to court as a means of achieving a desired outcome or forcing a settlement.

## **9. COMMUNICATION BETWEEN COLLABORATIVE PROFESSIONALS**

The Lawyers, the Coaches, the Child Specialist and the Financial Specialist are collectively referred to as the “Collaborative Professionals”. The Parties consent to the Collaborative Professionals speaking freely with one another to facilitate a team approach, except with respect to information a Party has specifically requested not be disclosed in such discussions (subject only to Part 4 herein).

## **10. CONFIDENTIALITY**

Except as set out in Part 11 below, all communications exchanged or documents generated during the Collaborative Coaching Process will be confidential and without prejudice. If subsequent litigation, arbitration, or other process for dispute resolution occurs (“Any Proceeding”), the Parties agree that:

- a. neither Party will introduce as evidence in Any Proceeding, information disclosed during the Collaborative Coaching Process for the purpose of reaching a settlement;
- b. neither Party will introduce as evidence in Any Proceeding the verbal agreements, concessions, or statements made during the Collaborative Coaching Process;
- c. neither Party will introduce as evidence in Any Proceeding information disclosed during the Collaborative Coaching Process with respect to either Party’s behavior or legal position with respect to settlement;
- d. neither Party will ask or subpoena either Coach or any of the Collaborative Professionals to Any Proceeding to testify in Any Proceeding, nor bring on an application to discover either Coach or any of the Collaborative Professionals, with

regard to matters disclosed during the Collaborative Coaching Process or anything relating to the Collaborative Process; and

- e. neither Party will require the production at Any Proceeding of any notes, records, or documents in the Coaches' possession or in the possession of one of the Collaborative Professionals.

## **11. WAIVER OF CONFIDENTIALITY**

Confidentiality is waived in the following situations:

- a. a Coach may disclose confidential information pursuant to the Code of Conduct that governs the Coach's professional body;
- b. a Coach may disclose confidential information, but must not disclose more information than is required, when the Coach believes on reasonable grounds that there is an imminent risk of death or serious bodily harm, and disclosure is necessary to prevent the death or harm; and
- c. if there is reasonable suspicion a child under the age of 19 is being abused, the Party or Coach must report the information to the Ministry of Children and Family Development, pursuant to the legal obligations set out in the *Child and Family Services Act*.

A Coach reserves the right to suspend or change part or all of the Collaborative Coaching Process in the event of a report to the Ministry of Children and Family Development or the police, or if the Coach has any concerns arising from (a) through (c) above.

## **12. PROHIBITED FROM PARTICIPATING IN NON- EVALUATIVE, EVALUATIVE REPORTS, OR ANY OTHER "WITH PREJUDICE" PROCESS**

The Coaches and/or Child Specialist must not participate in or conduct any assessment or report, concerning these Parties, outside the Collaborative Process which includes:

- a. a section 211 or similar Evaluative Report;
- b. a section 202 or similar Non-Evaluative Hear the Child Report; or
- c. any custody or parenting evaluation or assessment as an expert or as a collateral.

Even if both Parties and the Coaches consent to the Coach or Child Specialist being interviewed as a collateral or conducting a Report, it is not appropriate as this does not conform to the International Academy of Collaborative Professionals ("IACP") Standards and Ethics and is therefore not permitted.

The Coaches and/or Child Specialist must not participate in any "with prejudice" process including parenting co-ordination or arbitration.

### **13. REPLACEMENT OF COACH – BY PARTY**

A Party may replace their Coach in the Collaborative Coaching Process with another Coach, provided that the Party gives notice to all parties to this Agreement that they intend to retain a new Coach and a new Coaches' Participation Agreement is signed by all parties.

### **14. WITHDRAWAL – BY COACH**

Either Coach may withdraw from the Collaborative Coaching Process by giving written notice to their client and the other Coach. The Party whose Coach has withdrawn may elect to continue in the Collaborative Coaching Process with a new Coach, provided that they give prompt written notice of this intention to the other Party and their Coach, and a new Coaches' Participation Agreement is signed by all parties.

### **15. WITHDRAWAL FROM THE COLLABORATIVE PROCESS – BY PARTY**

If a Party wishes to withdraw from the Collaborative Process, the Party must withdraw from the Collaborative Process pursuant to the Lawyers' Participation Agreement.

### **16. IACP STANDARDS AND ETHICS REGARDING PROFESSIONAL SERVICES BEFORE AND AFTER THE COLLABORATIVE PROCESS**

Both the Parties and the Coaches specifically acknowledge the following standards in the IACP Standards and Ethics:

- a. **Mental Health Professionals:** A person who has acted in a counseling capacity for a Party or Parties will not serve in the role of Coach on a Collaborative matter involving that Party or the Party's dependent.
- b. **Professional Services after Resolution of Process:** Coaches may provide services following the Resolution of a Collaborative matter, so long as the services remain consistent with their role in the Collaborative matter. A Coach may not serve as an individual or joint therapist to the Party or Parties or to a Party's dependent after Resolution.
- c. **Professional Work after Termination of Collaborative Process or Withdrawal:** If the Collaborative Process ends in any way other than a Resolution, a Coach will not provide any service for a Party that is either (a) adverse to any other Party in the terminated Collaborative matter, or (b) related to the Collaborative matter, however, a Coach may:
  - i. provide a Party with referrals; or
  - ii. consult with a Party about reinstating or resuming the Collaborative Process, and other dispute resolution process options that may be available.

### **17. TECHNOLOGY**

The Parties and the Coaches may participate in four-way meetings remotely and if they do,

the Parties and the Coaches consent to use an online platform, such as Zoom, Skype, FaceTime, Google Meet, Microsoft Teams, teleconference or video calling to conduct their collaborative meeting.

The Parties and the Coaches will not make any audio or visual recordings of their conversations and/or other interactions with each other.

Neither Party will have anyone else present or listening in during any meetings.

**18. ACKNOWLEDGEMENT**

Both Parties and the Coaches acknowledge that they have read this Agreement, understand its terms and conditions, and agree to abide by them. The Parties have chosen the Collaborative Process to reduce emotional and financial costs, and to generate a final agreement that addresses the issues arising out of the separation. They agree to work in good faith to achieve these goals.

**19. COUNTERPARTS**

This Agreement may be signed and dated by the Parties and the Coaches in counterparts, by original or electronic signature, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement, binding on the Parties and the Coaches when the last person signs it.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Party 1:	Party 2:
Address:	Address:
Email Address:	Email Address:

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Coach 1:	Coach 2:
Address:	Address:
Email Address:	Email Address: