

Co-Parenting Collaborative Process Agreement

"The Agreement"

This agreement is intended to allow the parties to have confidential, without prejudice, conversations about Co-Parenting without fear of subpoena or of having any of the information from the collaborative sessions or the individual coaching sessions being introduced into evidence in a court proceeding.

The Co-parenting Divorce Coaches (jointly "the Divorce Coaches", individually "a Divorce Coach")

have/has been hired to assist the Parents (individually "a Parent", collectively "the Parents") to integrate the legal, emotional, and financial aspects of separation and divorce and to reach agreements regarding the content and process of co-parenting and to develop a Parenting Plan.

We Agree That:

The Parents will meet together with the Divorce Coaches in four-way sessions (the "Collaborative Sessions") to work towards resolution of all co-parenting issues. Each Parent may also meet with his or her Divorce Coach individually (the "Individual Coaching Sessions").

The parents agree that there will be no subpoenas issued to the divorce coaches, that the divorce coaches will not be compelled to testify in court. the parties further agree they will not introduce into court, including by affidavit or by oral testimony, any information from the collaborative sessions.

We are entering into this Agreement in order to provide the Parents a without- prejudice forum to attempt to settle differences between them as they relate to parenting. The Parents understand that all communications in the course of the Collaborative Sessions are without prejudice and are privileged and shall remain confidential. This includes all conversations in the Collaborative Sessions between the Parents, and all conversations between the Divorce Coaches and the Parents, either in the Collaborative Sessions, or in the Individual Coaching Sessions. We understand that in order to have fruitful conversations in the Collaborative Sessions, both of the Parents require this confidentiality.

All materials, including all content (both written and oral) of Collaborative Sessions and Individual Coaching Sessions, remain confidential and may not be used in any court proceedings. Neither Parent will introduce in court any information disclosed during the Collaborative Sessions or the Individual Coaching Sessions with the exception of a parenting plan or agreement signed by both parties.

Neither Parent will ask or subpoena the Divorce Coach(es) to testify in any court proceedings with regard to matters disclosed during the Coaching Sessions or the Collaborative Sessions.

The Parents agree that these guidelines with respect to confidentiality apply to any LITIGATION BETWEEN THE PARTIES. The Parents agree that if the Divorce Coach is REQUIRED TO PARTICIPATE in any legal proceeding, OR SUBPOENAED by either (or by both) Parent(s), including but not limited to being called as a witness or if an action is brought on for the Divorce Coach to produce her notes, the Parent(s) who involves the Divorce Coach in legal proceedings:

forthwith pay the Divorce Coach the sum of \$2500.00 as liquidated damages for breach of this contract; and

pay the Divorce Coach the sum of \$200/hr for all time and charges incurred by the divorce coach as a result of being involved in legal proceedings, including having to retain counsel in order to defend a subpoena or an application for production of documents whether or not she actually testifies in a legal proceeding.

LIMITED WAIVER OF CONFIDENTIALITY

Confidentiality will be waived in the following circumstances:

If there is a reason to believe that either Parent is in danger of hurting himself or herself;

If either Parent expresses an intention to hurt someone else; and

If at any stage in the Co-parenting Collaborative Process either of the Divorce Coaches have reasonable grounds to believe that a child is in need of protection, the Divorce Coach is required by law to make a report to the Ministry of Children and Families.

The Parents understand the need for and acknowledge this legal requirement.

If either Divorce Coach or both Coaches wish to provide information to both lawyers regarding dates and topics covered in Coaches' Four-way Meetings.

If either Divorce Coach wishes to speak to their client's Lawyer with the understanding that the information provided by the Parent is confidential according to the provisions of this Contract.

If either Parent wishes to provide general information to their Lawyer about topics covered or Agreements ratified by both Parents with their respective Lawyers provided that information provided by the other Parent excludes information provided by the other Parent according to the provisions of this Contract.

If there is agreement by both Parents and the Divorce Coaches that information may be supplied to a Child Custody Evaluator for purposes of the evaluation.

If there is agreement by both Parents and the Divorce Coaches that information may be provided to a Parenting Co-Ordinator assigned to the Parents through a Consent Order.

THE ROLE OF THE DIVORCE COACH

The role of the Divorce Coach is to assist each Parent to:

identify and prioritize concerns, interests, and desires;
learn and use conflict resolution skills;
improve communication and reduce misunderstandings;
develop effective co-parenting skills;
develop a parenting plan;
maintain the well-being of the children;
restructure the family in the best way possible;
clarify the intentions of the Parents' respective Lawyers in regards to interests, concerns, and goals of referrals to the Divorce Coaching process.

This will be facilitated by:

Individual Coaching Sessions: meetings between each parent and their respective Divorce Coach;

Collaborative Sessions: 4-way meetings between both Divorce Coaches and both Parents; and

Coaches Meetings: Meetings between the two Divorce Coaches as necessary

Consultations with the parents' respective Lawyers.

THE ROLE OF THE PARENTS

XI. The Parents agree to:

make every effort to reach amicable solutions that promote their child(ren)'s best interests;
act quickly to sincerely address and resolve differences related to their child(ren);
promote a caring, loving and involved relationship between the child(ren) and both Parents; and
abstain from inappropriate communications regarding the other Parent or issues related to their divorce with their child(ren).

OUR JOINT ROLES

XII. In this process all of us will:

1. work together to resolve such issues as either Parent may raise in regard to co-parenting the children;
2. work towards the resolution of any conflicts which may arise so as to minimize any negative emotional consequences of the separation/divorce on the children;
3. make every effort to reach amicable solutions that promote the children's best interests, address and resolve differences related to the children, and promote a caring, loving and involved relationship between the children and both Parents.

XIII. We realize that working collaboratively in this process may at times be at odds with the litigation process. We will do our best to be sensitive to these seemingly incompatible/differing processes. If the processes seem to conflict, it is not our intention to discredit litigation, at the same time it is our intention to create a safe, without prejudice environment for negotiations that are also free from subpoena. Should either Parent find themselves feeling caught between the two models, they are invited to discuss this either privately with their Divorce Coach or in the Collaborative Sessions.

XIV. COACHES MEETINGS

The Divorce Coaches may occasionally meet together to discuss the concerns of the Parents. These discussions allow the Divorce Coaches to debrief the Collaborative Sessions, to get a deeper understanding of the other Parent's experiences, to create a unified story of the family that includes the perspectives of both Parents, and to plan for future Collaborative Sessions. Each Parent will be invoiced by his or her Divorce Coach for these meetings.

WRITTEN RECOMMENDATIONS

It is not the role of the Divorce Coaches to make written recommendations. If the Parents both agree that they want written recommendations, then they must enter into a new written agreement with the Divorce Coaches to set out the specific parameters and use for such recommendations.

FEES AND CANCELLATIONS

The hourly coaching rate is payable at the end of each session. This fee applies to phone consultations and drafting documents. Incidental fees may include photocopying, faxing, postage, and parking. A 24 hour advance notice of cancellation is required. Because appointment times are reserved exclusively for the respective client, there will be a charge consisting of the full fee for a late cancellation or missed appointment.

PARENT'S ELECTION TO TERMINATE

If either Parent decides that the Co-parenting Collaborative Process is no longer viable, she/he may elect to terminate, in which case, s/he agrees, in writing, to immediately inform the other Parent and the respective Divorce Coaches and lawyers.

COACH'S TERMINATION

A Divorce Coach must withdraw from the Co-parenting Collaborative Process in the event that he or she learns 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 Co-parenting Collaborative Process. The Divorce Coach who withdraws will advise the other Divorce Coach in writing that s/he is withdrawing and that the Co-parenting Collaborative Process must end.

COACH'S WITHDRAWAL

The Divorce 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 Parent through his/her lawyer and his/her Divorce Coach. The Parent whose Divorce Coach has withdrawn may elect to continue with the Co-parenting Collaborative Process and shall give prompt written notice of this intention as well to the other Parent through his/her lawyer. The withdrawing Divorce Coach will make every effort to provide suitable referrals to other Divorce Coaches and to facilitate the engagement of a new Divorce Coach. In the event that the Parents elect to stay in the Co-parenting Collaborative Process, the new Divorce Coach shall then execute a new Co-parenting Collaborative Process Agreement. In the event of a termination, all incurred fees are due and payable. While the Collaborative 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