



COLLABORATIVE  
PRACTICE

## **PRINCIPLES AND GUIDELINES FOR COLLABORATIVE PRACTICE**

### **I. INTRODUCTION**

A. Collaborative Practice is a voluntary process and can be terminated at any time. The essence of Collaborative Practice is the shared belief of the participants that it is in the best interests of the parties and their family to commit themselves to avoiding adversary legal proceedings, and to adopt a dispute resolution process that does not rely on a court or other third-party imposed solution. The success of this approach requires an atmosphere of honesty, cooperation, integrity, and professionalism geared toward the future well-being of the parties and their children.

B. The Collaborative process attempts to minimize, if not eliminate, the negative economic, social, and emotional consequences of the traditional adversary legal process. The parties agree to fully participate in the Collaborative process and to seek to resolve their differences justly and equitably. This participation includes signing these Principles and Guidelines and a Stipulation and Order Re: Collaborative Practice.

### **II. NO COURT INTERVENTION OR THIRD-PARTY DECISION MAKING**

By electing to treat their family law matter as a Collaborative case, the parties commit themselves to making a good faith effort to settle their case without court intervention or third-party decision making. The parties agree to give complete, full, honest, and open disclosure of all information having a material bearing on the case, whether requested or not, and to engage in informal discussions and conferences for reaching a settlement of all matters. All Collaborative professionals involved in the process, and any specialists or consultants engaged by the parties, will likewise be directed to work in a collaborative manner to resolve differences without resort to litigation or any externally imposed decision-making process.

### **III. LIMITATIONS OF COLLABORATIVE PRACTICE**

A. In choosing the Collaborative process, the parties understand there is no guarantee of success. They also understand that electing a Collaborative process will not eliminate concerns about the disharmony, distrust, and irreconcilable differences which have led to their current circumstances. While all participants in the Collaborative process are intent on striving to reach a solution that is mutually acceptable to the parties, actual performance may fall short.

B. Participation in the Collaborative process does not relieve a party from being attentive to his or her own needs and interests. In areas that are personal to each party and that are outside of areas of mutual interest and concern, such as individual estate planning and future financial and personal decisions, the parties are free to act in their own best interests, subject to the requirements of applicable law and these Principles and Guidelines.

### **IV. PARTICIPATION WITH INTEGRITY**

Each of us, whether Collaborative professional or party, commits to respecting the privacy and dignity of all involved in the Collaborative process. We all agree to uphold a high standard of integrity. Each of us specifically agrees that he or she will not take advantage of inconsistencies, misstatements of fact or law, or others' miscalculations, but shall disclose and seek to correct them.

## **V. COLLABORATIVE TEAM and CONSULTING PROFESSIONALS**

A. As is appropriate to their case and their circumstances, in addition to Collaborative lawyers, the parties' Collaborative team may include coaches, a financial specialist, and, if there is/are a child or children, a child specialist. These professionals will constitute the core Collaborative professional team. They will assist the parties to reach the optimum settlement that the parties are willing and able to attain.

B. When selecting additional professionals to assist them, the parties are encouraged to retain joint experts and consultants. If separate experts or consultants are retained, each of them shall follow the spirit and direction of these Principles and Guidelines, and, if agreed to by the parties, shall collaborate with each other, meet and confer, and render joint statements on the matters in question.

C. In addressing concerns about sharing the enjoyment of and responsibility for the parties' children, the Collaborative professional team shall make every reasonable effort to assist the parties to reach amicable solutions that promote the best interests of their children. The parties agree to act quickly to discuss and resolve all issues related to their children in a manner that will promote the best interests of their children and create and maintain a caring, loving, and involved relationship between the children and both parents.

## **VI. NEGOTIATION IN GOOD FAITH**

The parties understand that even with full and honest disclosure, the Collaborative process will involve vigorous, good faith negotiation. Each party will be expected to take a reasoned approach on all disputed matters and, where their approaches differ, each party will be encouraged to modify his or her approach when necessary to reach resolution. Although the parties will be informed about the litigation process by their lawyers and any other Collaborative professional involved in the case that has expertise on the topic, no participant in the Collaborative process may use threats of going to court as a way of inducing or forcing settlement.

## **VII. ROLES OF THE COLLABORATIVE PROFESSIONALS / SCOPE OF COLLABORATIVE LAWYERS' PARTICIPATION**

A. **COLLABORATIVE LAWYERS.** The role of the Collaborative lawyers is to provide an organized framework and a safe environment that will optimize the parties' ability to reach agreement on all matters germane to their case. The lawyers will assist the parties to communicate with each other and express needs, goals, and concerns; the lawyers will also identify and clarify areas of disagreement, ask questions, make observations, suggest options, and explore the practicality and feasibility of proposed solutions. The lawyers will jointly prepare a settlement agreement and other required documents and will file all necessary paperwork on behalf of the parties to obtain a Judgment or other court order related to their case.

The Collaborative lawyers and the parties work together to reach a solution which serves the needs of both parties, and when there are children, which considers their interests and gives them priority.

Each party has retained his or her own Collaborative lawyer and that lawyer represents only the party who has retained him or her. Although the lawyers work cooperatively together within the framework of the Collaborative process, each remains independent from the other.

The parties understand that their respective lawyer's representation is limited to participation in the Collaborative process. Thus, while each party's Collaborative lawyer is his or her advisor, counselor, and advocate, the lawyer cannot represent his or her client in any court proceeding, go with the client to court in person, or be named or remain identified as a party's lawyer of record on any document filed with the court.

B. **COLLABORATIVE COACHES.** The role of the coaches is to support a framework that is conducive to good decision making. The coaches will help the parties to improve their communication and listening skills, to develop and improve their negotiating and problem-solving skills and to identify and manage their respective feelings. In addition, the coaches, will assist the parties to create a parenting plan suitable for the entire family.

C. **CHILD SPECIALIST.** The role of the child specialist is to provide a safe place for the children to be heard and to listen to the children to give a voice to their needs and concerns. The child specialist will help the parties understand what is going on for their children in the parents' divorce process and will provide the parties with information needed to make important parenting decisions.

D. **FINANCIAL SPECIALIST.** The role of the financial specialist is to help both parties clearly understand their current financial circumstances by collecting and organizing their financial information in a way that is meaningful to each of them. The financial specialist is a neutral professional who does not represent the separate interests of either party and is equally available to both parties as a source of information and options. The financial specialist supports good decision-making by assisting the parties to understand their financial choices and the impact of those choices both for now and in the future.

### **VIII. ABUSE OF COLLABORATIVE PROCESS**

A Collaborative professional shall immediately withdraw from a case upon learning that his or her client has knowingly withheld or misrepresented information having a material bearing on the case and upon request refused to divulge such information to the other party, or otherwise acted to undermine or to take unfair advantage of the Collaborative process. For example, secretly hiding or disposing of property in violation of the agreements contained in these Principles and Guidelines; failing to disclose the existence or the true value or nature of assets and/or obligations; engaging in on-going emotional or physical abuse toward the other party; intending or planning to flee the jurisdiction of the court with the child or children of the parties, or the community assets.

### **IX. DISQUALIFICATION BY COURT INTERVENTION**

In the event a party files adversary documents with the court or initiates adversary court proceedings, the Collaborative process will automatically terminate. In such event, all Collaborative professionals involved in the case will be disqualified from further representing their respective clients and continuing their participation in the case. Any consultants to the parties who have signed these Principles and Guidelines will also be disqualified from further participating in the case. Unless the parties have mutually agreed otherwise in writing, the work product of Collaborative professionals, and of consultants to the parties who have signed these Principles and Guidelines, shall not be admissible as evidence in the court proceeding. Except as may be required by law or as may be necessary to clarify or allow for enforcement of a written agreement of the parties made during their Collaborative process, no professional or consultant who has signed these Principles and Guidelines, shall be required to participate in any discovery process nor appear as witnesses in the case.

### **X. WITHDRAWAL OF COLLABORATIVE PROFESSIONAL**

A. If a Collaborative professional deems it appropriate to withdraw from the case for any reason, he or she agrees to do so by sending a written Notice of Withdrawal to each party, all Collaborative professionals involved in the case, and any consultants to the parties who have signed these Principles and Guidelines. If a Stipulation and Order has been filed with the court and the withdrawing Collaborative professional is a lawyer, such Notice of Withdrawal shall also be filed with the court. A withdrawal under this section may be done without terminating the status of the case as a Collaborative Practice case.

B. The party losing her or his Collaborative professional may continue in the Collaborative process by retaining a replacement Collaborative professional who will agree in writing to be bound by these Principles and Guidelines and the Collaborative Stipulation and Order.

**XI. ELECTION TO TERMINATE COLLABORATIVE PROCESS**

If a party decides to terminate the status of the matter as a Collaborative Practice case, he or she agrees to do so by sending a written Termination Election to the other party, all Collaborative professionals involved in the case, and any consultants to the parties who have signed these Principles and Guidelines. If a Stipulation and Order has been filed, such Termination Election shall also be filed with the court.

**XII. SELECTION OF REPLACEMENT LAWYER; ADDITIONAL FEES**

A. Upon termination of the Collaborative process by a party, each Collaborative lawyer will promptly assist his or her respective client with the transfer of the client’s matter to a replacement lawyer unless the client declines such assistance.

B. The parties understand that in the event the Collaborative case is terminated and he or she retains a replacement lawyer, each party will incur additional fees and costs which may equal or exceed the amounts already paid.

**XIII. PLEDGE**

All parties, lawyers, and Collaborative and consulting professionals signing these Principles and Guidelines pledge to comply with and to promote the spirit and written word of this document. This Agreement shall be effective on and effective from the date of the second party to sign.

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

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

\_\_\_\_\_  
WifeName

\_\_\_\_\_  
HusbandName

**COLLABORATIVE TEAM MEMBERS**

\_\_\_\_\_  
Collaborative Lawyer for WifeName

\_\_\_\_\_  
Collaborative Lawyer for HusbandName

\_\_\_\_\_  
Divorce Coach for WifeName

\_\_\_\_\_  
Divorce Coach for HusbandName

\_\_\_\_\_  
Financial Professional

\_\_\_\_\_  
Child Specialist

\_\_\_\_\_  
Career Consultant, if needed

\_\_\_\_\_  
Appraiser, if needed

\_\_\_\_\_  
Business Valuation Specialist, if needed

These Principles and Guidelines conform with the International Academy of Collaborative Professionals (IACP) minimum Ethical Standards for Collaborative Professionals Adopted by the IACP Board June 21, 2017