

Cincinnati Academy of Collaborative Professionals
Collaborative Family Law Participation Agreement

The undersigned, _____ and _____ (referred to individually as “party”, or collectively as “the parties”) hereby agree that it is their intention to resolve their family law matters through the Collaborative Family Law Process.

WHEREAS, the parties desire to attempt to reduce the negative emotional, social and financial consequences of the end of their marriage, and in cases involving children, to promote a caring, loving and involved relationship between both parents and the children, and to keep their children out of their differences; and

WHEREAS, the parties have each retained a Collaborative family lawyer to represent them (him/her) in the Collaborative Family Law Process,

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is hereby agreed by and between the parties as follows:

I. Beginning and Ending the Collaborative Process

The parties agree that the Collaborative Family Law Process under this participation agreement will begin when this agreement is signed, and that it will conclude, (1) upon resolution of the Collaborative matter as evidenced by a signed settlement agreement, separation agreement, parenting plan or other written record of the agreements made during the Collaborative Process, or (2) upon termination of the Collaborative Process.

II. How it Works

1. During the Collaborative Process, the parties agree to make timely, full, candid, and informal disclosure of information related to the Collaborative matter without formal discovery. The parties further agree that they shall promptly update any information that has materially changed.

2. During the Collaborative Family Law Process, the parties promise to conduct themselves in good faith, honestly, in full cooperation and respectfully towards one another and towards all non-party participants alike.

3. During the Collaborative Family Law Process, the parties agree to maintain the status quo, by maintaining insurance coverage and beneficiary designations, preserving assets, and by not incurring extra-ordinary debt or changing any other matters which may materially affect one another, or other members of their family.

4. Each party will notify the other, in advance, of any extraordinary expenditure required to maintain the necessities of life or to generate income.

5. The parties understand that the Collaborative Family Law Process, and its successful conclusion, greatly depends upon the parties and all nonparty participants working together.

6. Any mistakes made by either party or any nonparty participant, or any Collaborative family lawyer will be immediately identified and corrected. Neither party, nor any nonparty participant or Collaborative family lawyer shall take advantage of any mistake, at any stage of the Collaborative Family Law Process.

III. Enforceability

If the parties make either an interim or final agreement which they wish to be enforceable, the agreement must be in writing and signed by the parties and witnessed by their Collaborative family lawyers. If either party withdraws from the Collaborative Family Law Process, the written agreement(s) entered into during the process may be presented to a court of competent jurisdiction as a basis for an Order.

IV. Nonparty participants and their role

1. The parties may jointly retain nonparty participants, such as family relations specialists, financial specialists or other professionals whom they determine may be of assistance in resolving their matter. The parties expressly acknowledge, and consent that the nonparty participants and their Collaborative family lawyers, in their efforts to coordinate the Collaborative Process, may or may not, from time to time, conduct private conversations between themselves in order to manage the Collaborative Family Law Process. Further, the parties acknowledge that the advice of nonparty participants is not binding upon the parties, and is strictly advisory in nature.

2. Nonparty participants from the mental health, counseling or social work fields (known generally as family relations specialists) do not provide individual or family therapy to the parties or their families during or after the Collaborative Family Law Process. Their role is advisory in nature, intended only to facilitate the problem solving that takes place during the Collaborative Family Law Process.

3. Nonparty participants from the financial services or accounting fields do not provide financial planning, investment management services, insurance products or accounting services to participants after the conclusion or termination of the Collaborative Process.

V. The Collaborative Family Lawyer's role

1. Each participant's Collaborative family lawyer represents only her/his own client in the Collaborative Family Law Process, even though both Collaborative family lawyers will be working as part of the Collaborative team.

2. The parties acknowledge that they are aware of, and fully understand, the various process options available to them for resolution of the family law matters they are facing (including litigation, mediation, arbitration and traditional non-Collaborative attorney negotiation), and that

they are each knowingly and voluntarily selecting the Collaborative Family Law Process, as it is set forth herein.

3. Each party acknowledges that his/her individual Collaborative family lawyer, as well as any other nonparty participants, if any, are engaged solely, for the limited purpose of assisting the parties to reach settlement of their family law matters through use of the Collaborative Family Law Process.

VI. If a Party chooses to leave the Collaborative Family Law Process and go to court

1. The parties specifically agree that the Collaborative family lawyers identified in the Participation Agreement (or any lawyer in a law firm with which a Collaborative family lawyer is associated) shall be disqualified from representing either party in litigation, concerning the same or similar issue, either pre- or post-decree, which was the subject matter of this Collaborative matter.

2. The parties agree that in any court or other proceeding they will not request, subpoena or summons a Collaborative family lawyer, or a nonparty participant in the Collaborative Family Law Process to make disclosure or to testify as a witness regarding a communication made during the Collaborative Family Law Process, unless during the proceeding, the agreement under this paragraph is expressly waived in writing by the parties and the applicable nonparty participant or Collaborative family lawyer.

VII. Termination of the Collaborative Family Law Process

1. The parties agree that participation in the Collaborative Family Law Process is voluntary and that either party has the unilateral right to terminate the process, with or without cause, at any time. Termination of the Collaborative Family Law Process occurs (1) when a party gives written notice to other party and both Collaborative family lawyers that the process is ended, or (2) when a participant discharges a Collaborative family lawyer or a Collaborative family lawyer

withdraws from further representation of a party. On the other hand, if a non-party participant is discharged or withdraws from the case, the Collaborative Family Law Process does not terminate.

2. Notwithstanding the previous provision, the parties agree that the Collaborative Family Law Process continues, if not later than 30 days after a discharge or withdrawal of a Collaborative lawyer, the unrepresented participant engages a successor Collaborative family lawyer and the parties consent in writing to continue the process and amend this agreement to identify the successor Collaborative family lawyer and the successor Collaborative family lawyer confirms in writing his or her representation of a party in the Collaborative Family Law Process.

3. Following termination of the Collaborative Process, neither participant may take any action in the court system until 30 days after termination. This means neither participant may file any court documents within 30 days following termination of the Collaborative Process.

4. Notwithstanding the above, if either participant satisfies a court that there is an emergency requiring immediate action before the 30 day period expires, then that court proceeding will not be a breach of this contract.

5. Any information gathered or developed during the Collaborative Process may be transferred to a successor lawyer. After each Collaborative family lawyer has transferred the information gathered or developed during Collaborative Process to a successor lawyer, that Collaborative family lawyer shall not participate in the litigation process.

The Cincinnati Academy of Collaborative Professionals has approved this Participation Agreement, and the provisions of this Participation Agreement have not been modified or altered. If the participants and their Collaborative lawyers wish to agree to additional terms, not inconsistent with the terms set forth herein, they shall set them forth in amendment(s) to this contract.

[(Use this page if you are working WITH a Family Relationship Specialist)]

Please delete the page you do not use

In the Collaborative Family Law Process hereunder, _____ will be represented by _____, and _____ will be represented by _____.

Additionally, the participants agree to retain the services of _____, as a nonparty participant in this Collaborative Family Law Matter. Additionally, the parties acknowledge they have reviewed and executed _____ (**Family Relationship Specialist**) Contract and Statement of Understanding attached hereto as Exhibit A.

(Client's Signature)

Date

(Other party's Signature)

Date

I, _____ (name of attorney), confirm that I will represent _____

(name of client) in the Collaborative Process hereunder.

Signature: _____

Date: _____

I, _____ (name of attorney), confirm that I will represent _____

(name of client) in the Collaborative Process hereunder.

Signature: _____

Date: _____

I, _____ (**family Relationship Specialist**), confirm that I have been retained as a nonparty participant in this Collaborative Family Matter.

Signature: _____

Date: _____

[(Use this page if you are working WITHOUT a Family Relationship Specialist)

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In the Collaborative Family Law Process hereunder, _____ will be represented by
_____, and _____ will be represented by _____.

(Client's Signature)

Date

(Other party's Signature)

Date

I, _____ (name of attorney), confirm that I will represent _____

(name of client) in the Collaborative Process hereunder.

Signature: _____

Date: _____

I, _____ (name of attorney), confirm that I will represent _____

(name of client) in the Collaborative Process hereunder.

Signature: _____

Date: _____

Please reference the following items for further explanation and/or clarification of the CACP policies, protocols and expectations of conduct:

CACP Protocols, dated September 13, 2007;

CACP Roadmap for Collaboration, dated September 13, 2007; CACP Expectations of Conduct, dated October 19, 2007;

CACP Domestic Abuse Protocols, dated _____.

Expectations of Participants, Lawyers and Neutral Consultants

1. Be respectful of everyone in the meeting.
2. Attack the problems and concerns at hand. Do not blame each other. No insults.
3. Speak for yourself. Make "I" statements.
4. Listen carefully and try to understand what the other person is saying, without judging the person or the message.
5. Use first names for each other and both Lawyers. Avoid "he" or "she".
6. Express what is important to you, what your concerns are, and what you want to talk about.
Avoid positions.
7. Be ready to work for what you believe is the most constructive and acceptable agreement for both of you and your family.
8. Do not interrupt when another person is speaking. You will have a full and equal opportunity to speak.
9. If you have a complaint, raise it as your concern and follow it up with a constructive suggestion for resolution.
10. If something is not working for you, please tell your Lawyer so your concern can be addressed.
Talk with your Lawyer about anything you do not understand. Your Lawyer can clarify matters for you.
11. Be willing to commit time to meet regularly.
12. Be prepared for each meeting.
13. Be patient with each other and your Lawyers. Delays in Collaboration can happen, even with everyone acting in good faith.