



International Academy of Collaborative Professionals

# **STANDARDS AND ETHICS**

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# STANDARDS AND ETHICS

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# Preface

IACP's mission is to transform how conflict is resolved worldwide through Collaborative Practice. Collaborative Practice involves a fundamentally different approach than traditional methods of conflict resolution, resulting in the need for unique Standards and Ethics.

IACP has adopted these Standards and Ethics to promote the essential elements of Collaborative Practice and to establish core principles and requirements designed to advance:

- consistency of practice
- a common set of expectations for professionals and clients
- a high level of integrity for the benefit of clients

The Standards and Ethics consists of these parts:

1. *Definition of Collaborative Practice* identifies the fundamentals of the process.
2. *Minimum Ethical Standards for Collaborative Professionals* provides guidance to professionals regarding competence, confidentiality, advocacy, and professional roles with respect to questions and situations not addressed by other traditional rules of professional conduct.
3. *Minimum Standards for Collaborative Practitioners* delineates essential training, licensure, and experience for professionals.
4. *Minimum Standards for Introductory Collaborative Practice Trainings and Introductory Interdisciplinary Collaborative Practice Trainings* provides the elements that introductory Collaborative trainings must include.
5. *Minimum Standards for Collaborative Trainers* specifies minimum qualifications that trainers should have in order to provide an effective training.

IACP Standards and Ethics are designed to establish minimum expectations for professionals, and to support the goal of ensuring that Collaborative Practice retains quality, consistency, and integrity.

IACP is not a regulatory body. IACP Standards and Ethics do not form a basis for determining whether a practitioner is subject to legal liability or disciplinary action.

# IACP Definition of Collaborative Practice<sup>1</sup>

Collaborative Practice is a voluntary dispute resolution process in which clients resolve disputes without resort to any process in which a third party makes a decision that legally binds a client. In Collaborative Practice:

1. The clients sign a Participation Agreement describing the nature and scope of the matter that is consistent with the IACP Ethical Standards;
2. The clients voluntarily disclose all information which is relevant and material to the matters to be resolved;
3. The clients agree to use good faith efforts in their negotiations to reach a mutually acceptable resolution;
4. Each client must be represented by a Collaborative Lawyer whose representation terminates upon the undertaking of any Proceeding as defined in the IACP Ethical Standards;
5. The clients may engage mental health and financial professionals whose engagement terminates upon the undertaking of any Proceeding; and
6. The clients may jointly engage other experts as needed.

<sup>1</sup>Initially adopted by the IACP Board of Directors on October 13, 2011 and amended on June 21, 2017.

# IACP Minimum Ethical Standards for Collaborative Professionals<sup>2</sup>

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<sup>2</sup>Initially adopted in 2004, the Ethical Standards were revised in 2008 and restated in June 2017.

**Introduction** Collaborative Practice is a distinct dispute resolution model that challenges professionals in ways that may not be addressed by the ethical standards of individual disciplines or other dispute resolution models. The Standards that follow:

1. Create a basic framework for ethical and professional conduct by the Collaborative Professional that is consistent with each professional's ethical responsibilities;
2. Provide a common set of values, principles, and standards to guide the decisions, conduct, and teamwork of the Collaborative Professional; and
3. Identify responsibilities of Collaborative Professionals to their clients, Collaborative colleagues, and the public.

## **I. GENERAL STANDARDS APPLICABLE TO ALL COLLABORATIVE PROFESSIONALS**

**1.0 Terminology.** As used in these Standards:

**A. "Collaborative Practice"** or the "Collaborative Process" has the meaning set forth in the IACP's Definition of Collaborative Practice, which is:

*Collaborative Practice is a voluntary dispute resolution process in which clients resolve disputes without resort to any process in which a third party makes a decision that legally binds a client. In Collaborative Practice:*

1. *The clients sign a Participation Agreement describing the nature and scope of the matter that is consistent with the IACP Ethical Standards;*
2. *The clients voluntarily disclose all information which is relevant and material to the matters to be resolved;*
3. *The clients agree to use good faith efforts in their negotiations to reach a mutually acceptable resolution;*
4. *Each client must be represented by a Collaborative Lawyer whose representation terminates upon the undertaking of any Proceeding as defined in the IACP Ethical Standards;*
5. *The clients may engage mental health and financial professionals whose engagement terminates upon the undertaking of any Proceeding; and*
6. *The clients may jointly engage other experts as needed.*

**B. "Collaborative Professional"** means a professional who has acknowledged participation in the Collaborative Process as provided in Standard 2.1. For consistency, this terminology is used to generally describe certain roles of Collaborative Professionals:

1. "Coach" refers to a mental health professional whose function relates primarily to the emotional dynamics and communications between the client(s).
2. "Child Specialist" refers to a mental health professional whose function relates primarily to the children or other dependent(s) of the client(s).

3. “Financial Specialist” refers to a financial professional whose function relates primarily to the financial concerns of the client(s).
4. “Collaborative Lawyer” refers to a legal professional whose function relates primarily to the legal concerns of the client(s).

**Comment:** *These definitions are provided solely to clarify the terminology used in these Standards. Collaborative Practice groups around the world use a variety of names to describe the professionals who perform these functions. These are not the only professional roles that may exist in a Collaborative matter. These Standards do not require the use of any particular titles or professional team configuration. These Standards do not modify the IACP Minimum Standards for Collaborative Practitioners.*

- C. “Conclusion”** means either a “Resolution” or “Termination” as defined below.
- D. “Material Information”** means information that is reasonably required for the client(s) to make an informed decision with respect to the Resolution of the matter.
- E. “Participation Agreement”** means a writing signed by the clients that complies with Standard 2.6.
- F. “Proceeding”** means any process in which a third party makes a decision that legally binds a client, including a court, administrative proceeding, arbitration, and any other tribunal. A Proceeding may be contested or uncontested.
- G. “Resolution”** means a written agreement signed by the clients addressing the issues in the dispute, and if required to be implemented or made enforceable, the agreement has been approved or ratified by a court or other authority. “Resolution” includes an agreement addressing some but not all of the issues if the clients have agreed that the remaining issues will not be resolved in the Collaborative Process.
- H. “Termination”** means a terminating event defined in Standard 4.2 has occurred.

**1.1 Resolution of Conflicts between IACP Ethical Standards and Requirements Regulating Professionals.** The resolution of any conflict between these Standards and the ethical or professional responsibility requirements regulating the professional will be controlled by the ethical or professional responsibility requirements regulating the professional.

## **1.2 Competence.**

- A. Collaborative Professionals must comply with professional conduct requirements applicable to their professions.
- B. Collaborative Professionals must be in good standing under the licensure or certification required by their professions.
- C. Collaborative Professionals must at all times meet all requirements of the IACP Minimum Standards for Collaborative Practitioners.
- D. Collaborative Professionals will respect the expertise, skill and experience of other members of the professional team. Collaborative Professionals will not provide services for which they are not qualified by education, training or experience. Collaborative Professionals will be mindful of the clients’ individual circumstances

and the overall circumstances of the matter that may require others to be on the Collaborative Professional team or be involved as consultants.

**Comment:** *Collaborative Professionals are confronted by financial, psychological, emotional, cultural, physical, and other factors that affect professional and client participation in the process. It is important for the professional to be able to recognize these factors, as they will necessarily influence the Collaborative Process and client decision making. In fully addressing client needs, interests and goals, the Collaborative Professional must be willing to turn to other professionals, such as lawyers with special expertise, mental health professionals, medical professionals, financial professionals, vocational specialists, specialists in the areas of physical disability, substance abuse, domestic violence, and others. In working with other specialists, Collaborative Professionals and clients should fully understand how transparency, confidentiality and privilege will apply to those specialists.*

### **1.3. Priority of Client Interest.**

A. Collaborative Professionals must always place the interest of their clients above their own personal, financial or professional interests. Where the interests of a professional and any client(s) are or could be in conflict, that Collaborative Professional must either (1) decline to accept the matter, or (2) resign if the conflict cannot be disclosed, is not waived, or is not waivable.

B. Conflicts between the interests of a client and a professional include any circumstance where there is a risk that the professional's responsibilities under these Standards will be materially affected by a personal, financial, or professional relationship with the client(s), a current or former client, a professional working on the matter, or a third person.

C. Prior to seeking waiver of a conflict between the interests of the client and the professional, the professional must candidly advise the client(s) of the benefits and risks of the professional's involvement including how the conflict could impair the professional's objectivity, competence or effectiveness.

D. A Collaborative Professional will not accept a sum of money or a gift of more than minimal value for the referral of the professional's Collaborative client(s).

### **1.4. Confidentiality and Privilege.**

**A. Confidentiality—General Rule.** A Collaborative Professional will not disclose information about the client(s) that was learned during the Collaborative Process, unless: (1) all affected clients consent, (2) the disclosure is mandated by law (including court or administrative order), (3) the professional has a reasonable belief that a client may harm persons or property, or (4) related to a dispute or complaint concerning the professional's work or fees during the Collaborative Process.

**Comment:** *The obligations of Collaborative Professionals to maintain confidentiality is accompanied by the obligation of clients and Collaborative Professionals to provide full disclosure of Material Information in the Collaborative Process. Accordingly, professionals must obtain consent from their clients to comply with Standards 3.1, 3.3 and 3.4.*

**B. Confidentiality Before the Participation Agreement Is Signed.** Before the Participation Agreement is signed, a Collaborative Professional will



not disclose a client's private information and confidences, except to the extent allowed by that professional's ethics and professional responsibility requirements, or with the informed consent of the client.

**Comment:** *Information shared between clients, or between prospective Collaborative Professionals, prior to the commencement of the Collaborative Process may not be protected by the evidentiary privilege for Collaborative communications where it exists.*

**C. Protecting Privilege and Confidentiality.** In jurisdictions with an evidentiary privilege for Collaborative communications, a Collaborative Professional will do all things necessary to ensure the privilege applies to the Collaborative Process. If no such privilege exists in the jurisdiction, a Collaborative Professional will include all provisions necessary in the Participation Agreement or other contract to maximize the probability that communications within the process will remain confidential and inadmissible in a Proceeding.

**1.5 Promoting Collaborative Practice.** A Collaborative Professional must be truthful, candid and forthright when promoting Collaborative Practice to potential clients.

## **II. COMMENCING THE COLLABORATIVE PROCESS**

**2.1 Commencement of the Collaborative Process.** The Collaborative Process commences when the Participation Agreement is signed by the clients, and their Collaborative Lawyers have acknowledged in writing their representation in the Collaborative Process.

### **2.2 Required Process Disclosures.**

A. A Collaborative Lawyer must inform the prospective client(s) of the full range of process options available for addressing any legal matter(s), and provide information reasonably necessary to enable the client to make an informed process choice.

**Comment:** *This Standard parallels the Uniform Collaborative Law Act/Rules by imposing requirements on the Collaborative Lawyer to provide clients information about the potential risks and benefits of each available process option. This information includes the possible relative financial costs and the impact on ongoing and future relationships. This Standard does not limit any Collaborative Professional from offering information about process options or an opinion about the appropriate process for the client's matter.*

B. Prior to commencing the Collaborative Process, a Collaborative Professional must take reasonable steps to ensure that the client understands that the Collaborative Process (1) is voluntary, (2) can be terminated at any time, and (3) is subject to the requirements of Ethical Standards 3.1, 3.2, 3.3, 3.4, 3.12, and 3.13.

**Comment:** *Because the exercise of the professional's responsibilities in the Collaborative Process may be different from the clients' expectations, informed consent is extremely important. The professional must take reasonable steps to give the client a meaningful understanding about the process and expectations of the professional. Such steps will differ depending on the individual client, and could require dialogue and confirming writings. See Standards 2.5 and 2.6.*

**2.3 Effective Participation in Process.** A Collaborative Professional must suspend the Collaborative Process or resign if the professional has a reasonable belief that a client is unable to effectively participate in the process.

**2.4 Consideration of Likelihood of Reaching Resolution.** Before a Participation Agreement is signed, and throughout the Collaborative Process, a Collaborative Professional must assess the likelihood that a Resolution can be reached in a manner consistent with these Standards and within a timeframe appropriate to the matter and to the client(s) circumstances. If a professional has a significant concern whether Resolution can so be reached, the professional must take action appropriate to the concern.

**Comment:** *In making the assessment, a Collaborative Professional must consider whether the Collaborative Process can effectively address the clients' specific circumstances, needs and concerns. If action is warranted, actions may include conferring with the client(s) about the professional's concerns, conferring with the professional team, modifying the approaches and techniques used in the process, providing additional support for the client(s), helping the client(s) select professionals or a process more suitable for the circumstances, or declining or resigning from the matter.*

**2.5 Fee Agreement or Confirming Writing.** A Collaborative Professional will provide the client(s) a written fee agreement (or other writing) that describes the scope and limitations of that Collaborative Professional's services to the client(s) in the Collaborative Process, the circumstances under which the professional may resign or terminate the process, and the professional's fee structure and billing practices.

**2.6 Required Participation Agreement.** Collaborative Practice requires a written Participation Agreement that:

- A. Is consistent with these Standards;
- B. Binds the clients and all Collaborative Professionals to the Collaborative Process; and
- C. Includes these elements at a minimum:
  - 1. The prohibition described in Standard 3.12.
  - 2. The requirement to disclose information as described in Standard 3.1.
  - 3. The requirement to negotiate in good faith as described in Standard 3.3.
  - 4. The conditions under which a professional may resign or terminate the Collaborative Process as described in Standard 3.10.
  - 5. The conditions under which the Collaborative Process terminates as described in Standard 4.2.

**Comment:** *Both the client(s) and the Collaborative Professionals must be bound in writing to the Collaborative Process. It is not required that all be bound in the same document.*

### **III. THE COLLABORATIVE PROCESS**

#### **3.1 Disclosure of Information.**

- A. The Collaborative Process requires the full and affirmative disclosure of all

Material Information whether or not requested.

- B. The Collaborative Process requires clients and professionals to comply with all reasonable requests for information.

### **3.2 Advocacy in the Collaborative Process.**

- A. A Collaborative Professional will respect each client's self-determination, recognizing that ultimately the clients are responsible for making the decisions that resolve their issues.
- B. A Collaborative Professional will assist the client(s) in establishing realistic expectations in the Collaborative Process.
- C. When the matter relates to the care and support of children, elders or other dependents, a Collaborative Professional will encourage the client(s) to consider the impact of decisions on the dependents.
- D. A Collaborative Professional will consider the impact that the professional's experiences, values, opinions, beliefs, and behaviors will have on the Collaborative matter.
- E. A Collaborative Professional will avoid contributing to interpersonal conflict of the clients, including when identifying and discussing the clients' interests, issues, and concerns.

### **3.3 Good Faith Negotiation.**

- A. The professionals must act in good faith in all negotiations and in the Collaborative Process, and must advise the clients that the Collaborative Process requires good faith negotiation.
- B. Good faith negotiation requires that:
  1. Each client and professional takes a thoughtful and constructive approach on all unresolved questions in the interest of reaching agreements.
  2. Each client and professional complies with the Participation Agreement and any other formal and informal agreements made in the Collaborative Process.
  3. No client or professional takes advantage of inconsistencies, misunderstandings, miscalculations, omissions, or inaccurate assertions of fact, law or expert opinion.
  4. No client or professional threatens to undertake a Proceeding to coerce a particular outcome on an issue to be resolved by the Collaborative Process.

**Comment:** *Collaborative Professionals must make diligent efforts to understand from the clients' perspectives what is most important to them. Collaborative Professionals must be mindful to respect the dignity of all involved and maintain a high standard of integrity in negotiations. Collaborative Professionals are not responsible for the behavior of clients, but must take reasonable steps to educate clients about the requirements of good faith negotiations. These interests, values, and priorities may go beyond traditional legal or other professional considerations. Clients who select the Collaborative Process have a reasonable expectation that their matter can and will be resolved by an agreement that is acceptable to all the clients. If the clients reach impasse, the professionals will encourage the clients to reconsider or create options that would be acceptable to all. This does not preclude a professional suggesting that a client*

*considers seeking other opinions or terminating the Collaborative Process.*

**3.4 Professional Teamwork.** Each Collaborative Professional engaged in a matter has the responsibility, individually and with the other Collaborative Professionals, to manage the Collaborative Process effectively, efficiently, and in a manner that advances the clients' common goal of reaching Resolution. This responsibility includes:

- A. The obligation to inform the other professionals of facts or circumstances that are likely to impair or improve (1) the effective functioning of the Collaborative Process for the clients, (2) the likelihood of reaching Resolution, and (3) the ability of the professionals to work effectively together.
- B. The obligation to monitor and coordinate the efforts of professional team members to avoid unnecessary delay and duplication of effort.
- C. The obligation to examine the impact of the professional's own conduct upon the functioning of the professional team and on the Collaborative Process. Each Collaborative Professional must act in a manner that advances the interest of all clients in reaching Resolution.

**Comment:** *When a Collaborative Professional fails to communicate effectively, that failure can impact the productivity and efficiency of the Collaborative Process. Similarly, an interpersonal dispute or stylistic difference between professionals, or between a professional and one of the clients, may negatively impact the ability of the professional team to effectively manage the process.*

### **3.5 Neutral Roles.**

- A. A Collaborative Professional who serves on a Collaborative matter in a neutral role must adhere to that role, and may not engage in any relationship that would compromise the Collaborative Professional's neutrality. Except as otherwise specified in Standard 4.4, working with any client(s) or their dependent(s) outside of the Collaborative Process is inconsistent with a neutral role.
- B. A neutral Collaborative Professional will give reasonable advance notice to the other professionals engaged in the matter prior to meeting with fewer than all the clients.

**3.6 Financial Specialists.** A Financial Specialist will not have any other business or professional relationship with a Collaborative client during or after the conclusion of a Collaborative matter, and will not sell or recommend the purchase of financial products or other services to a client in a matter which results in a financial benefit to the Financial Specialist.

### **3.7 Mental Health Professionals.**

- A. A person who has acted in a counseling capacity for a client or clients will not serve in the role of Coach or Child Specialist on a Collaborative matter involving that client or the client's dependent.
- B. A Collaborative Professional serving as a Child Specialist will inform the dependent about the Child Specialist's role and the limits of confidentiality as appropriate, taking into account the dependent's age and level of maturity.

**3.8 Circumstances that Require Counseling Clients.** If a Collaborative Professional learns that a client is acting in a manner that (1) is inconsistent with any provision of the Participation Agreement, (2) impedes the efficient and effective conduct of the Collaborative Process, (3) uses the Collaborative Process to achieve an unfair advantage, or (4) otherwise undermines the integrity of the Collaborative Process, the professional will advise and counsel the client about the potential consequences of continuing the conduct including the risk that continuation of the conduct could lead to mandatory professional resignation and/or Termination of the process.

**3.9 Resignation and Discharge.**

- A. The resignation or discharge of a Collaborative Lawyer does not terminate the Collaborative Process if, within the time specified by law or by the Participation Agreement, the client engages a successor Collaborative Lawyer.
- B. The resignation or discharge of a Collaborative Professional other than a Collaborative Lawyer does not terminate the Collaborative Process if (1) the client(s) engages a successor Collaborative Professional, or (2) the clients and all continuing Collaborative Professionals consent to proceed without a successor professional.
- C. Any successor Collaborative Professional must agree in writing to be bound by the Participation Agreement.

**Comment:** *The Collaborative Process must terminate if a client does not hire a successor Collaborative Lawyer within the time specified. See Standard 4.2.C. There is no requirement that a resigning Collaborative Professional give a reason.*

**3.10 Circumstances that Require Resignation.** A Collaborative Professional must resign under the following circumstances, provided that the professional has fulfilled the obligation to counsel and advise a client as set forth in Standard 3.8:

- A. The professional's client(s) intentionally misrepresents, withholds or fails to disclose Material Information, whether or not such information has been requested.
- B. The professional's client(s) takes unfair advantage of inconsistencies, misunderstandings, inaccurate assertions of fact, law or expert opinion, miscalculations, or omissions.
- C. The professional has a conflict of interest that is not disclosed or is disclosed but not waived.
- D. In any situation where, under the Participation Agreement or these Standards, the withdrawal of the professional is mandatory.

**Comment:** *There may be circumstances when a professional has reached the conclusion that he or she cannot in good conscience continue to be effective in the process, or that the integrity of the process has been materially impaired in a manner that is not described above. In those circumstances, a professional may elect to resign under Standard 3.9.*

**3.11 Notice of Resignation.** If a Collaborative Professional resigns, that professional will provide prompt written notification of the resignation to

that professional's client(s), the other Collaborative Professionals and, if permitted, to all clients.

### **3.12 Prohibition Against Participating in a Proceeding—General Rule.**

A. Except as provided in Standards 3.12.C and 3.13, a Collaborative Professional and any other professional working in the same firm or in association with the Collaborative Professional is prohibited from participating in or providing services with respect to any Proceeding that involves substantially the same participants.

**Comment:** *Standard 3.12.A does not prohibit a Collaborative Professional from providing services that are not related to a Proceeding if allowed by Standard 4.4.*

- B. The prohibition in Standard 3.12.A may not be waived by the clients.
- C. The application of the prohibition to a professional working in the same firm or in association with the Collaborative Professional does not apply if the Participation Agreement expressly exempts a professional who (1) is a member of an organization or firm providing services to the client without fee, or a government agency, and (2) has been isolated from any participation in the Collaborative Process.

### **3.13 Sole Exception to Prohibition Against Participating in a Proceeding.**

With the consent of all clients, a Collaborative Professional may initiate and take action in a Proceeding if necessary to implement or make legally enforceable agreements reached in the Collaborative Process, including participating in procedures that are appropriate to preserve the ability of a court or other authority to approve such agreements. This does not prohibit a Collaborative Lawyer from initiating a Proceeding prior to commencement of the Collaborative Process.

**Comment:** *This exception does not modify the general rule in Standard 3.12.A and B that the clients may not consent to having a third party decide any contested issue without first terminating the Collaborative Process. Examples of permissible acts include initiating a Proceeding to approve a Resolution, or requesting a stay or continuance of a Proceeding to preserve jurisdiction to approve an agreement reached in the Collaborative Process.*

## **IV. CONCLUSION OF THE COLLABORATIVE PROCESS**

**4.1 Conclusion.** The Collaborative Process ends upon its Conclusion as defined in Standard 1.0.C.

**4.2 Terminating Events.** The occurrence of any of the following events Terminates the Collaborative Process:

- A. A client or professional gives notice of Termination.
- B. A client or a client's lawyer participates in a Proceeding unless specifically allowed by Standard 3.13.
- C. A Collaborative Professional resigns or is discharged and none of the exceptions of Standard 3.9 apply.

**4.3 Notice Requirement in Case of Termination.** If a Collaborative Professional

learns of a Terminating event under Standard 4.2, the professional will notify the other Collaborative Professionals.

#### **4.4 Professional Services after Resolution of Process.**

**A. Child Specialists and Coaches.** Child Specialists or 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 Child Specialist or neutral Coach must have the consent of all clients before providing services after Resolution. A Coach or Child Specialist may not serve as an individual or joint therapist to the client(s) or to a client's dependent after Resolution.

**B. Financial Specialists.** With the consent of all clients, a Financial Specialist may provide services following the Resolution of a Collaborative matter, so long as the services do not violate Standard 3.6 and remain consistent with the Financial Specialist's role in the Collaborative matter.

**Comment:** *An example includes assisting clients in completing the tasks specifically assigned to the Financial Specialist by the clients' Resolution.*

**C. Collaborative Lawyers.** A Collaborative Lawyer may provide services for a client following the Resolution of a Collaborative matter, so long as the services do not violate Standard 3.12.

**Comment:** *A Collaborative matter may resume after a Resolution. Standard 4.4 requires that all Professionals maintain roles that are consistent with their roles in the Collaborative matter following Resolution. Standard 3.12 prohibits a Collaborative Professional from participating in a Proceeding after Resolution, including enforcement of an agreement reached between clients in the Collaborative Process. The restrictions of Standard 3.12 do not apply when subsequent services for a client in a Proceeding involve no other participants from the Collaborative matter.*

#### **4.5 Professional Work after Termination of Process.**

A. After Termination, a Collaborative Professional will not provide any service for the client(s) that is either (a) adverse to any other client in the terminated Collaborative matter, or (b) related to the Collaborative matter.

B. After Termination, a Collaborative Professional may provide the professional's client(s) with referrals.

C. After Termination, a Collaborative Professional may consult with a client about reinstating or resuming the Collaborative Process, and other dispute resolution process options that may be available.

**Comment:** *See also Standard 3.12. This Standard does not prohibit changing the way in which negotiations are conducted within the Collaborative Process prior to Termination. This Standard prohibits assisting clients in any negotiation or Proceeding following Termination.*

# IACP Minimum Standards for Collaborative Practitioners<sup>3</sup>

*The IACP Standards for Trainers, Trainings, and Practitioners are drafted with an awareness of the aggregate nature of learning. Knowledge comes from the interface between education and practical experience. Skill is acquired from the successive application of education to experience. With those principles in mind, these Standards should be understood as a point of departure in a continuing journey of education and practice for Collaborative practitioners and trainers.*

The IACP sets the following basic requirements for a professional to hold herself/himself out as a practitioner who satisfies IACP Standards for Collaborative Practice in family related disputes.

## **1. General Requirements:**

- 1.1 The Collaborative practitioner is a member in good standing of:  
IACP; and a local Collaborative Practice group.
- 1.2 The Collaborative practitioner accepts the IACP Mission Statement.
- 1.3 The Collaborative practitioner diligently strives to practice in a manner consistent with the IACP Ethical Standards for Collaborative practitioners.
- 1.4 The trainings referred to in 2.2, 3.3 and 4.3 must be trainings that meet the IACP Minimum Standards for trainings delivered by trainers who meet the IACP Minimum Standards for Collaborative Trainers.

## **2. IACP Minimum Standards for Collaborative Lawyer Practitioners:**

- 2.1 Membership in good standing in the administrative body regulating and governing lawyers in the lawyer's own jurisdiction.
- 2.2 Completion of an Introductory Collaborative Practice Training or an Introductory Interdisciplinary Collaborative Practice Training that meets the requirements of IACP Minimum Standards for Introductory Collaborative Practice Trainings and Introductory Interdisciplinary Collaborative Practice Trainings. For practitioners who commenced Collaborative Practice prior to January 1, 2015, completion of training that met the requirements of the IACP Minimum Standards for a Collaborative Basic Training then in effect.
- 2.3 At least one thirty hour training in client centered, facilitative conflict resolution, of the kind typically taught in mediation training (interest-based, narrative or transformative mediation programs).
- 2.4 In addition to the above, an accumulation or aggregate of fifteen further hours of training in any of the following areas:
  - Interest-based negotiation training
  - Communication skills training Collaborative training beyond minimum fourteen hours of Initial Collaborative training
  - Advanced mediation training Basic professional coach training

<sup>3</sup>Minimum Standards for Collaborative Practitioners were initially adopted July, 2004 and revised in October 2014



### **3. IACP Minimum Standards for Collaborative Mental Health Practitioners:**

3.1 Mental Health professional license in good standing in one of the following:

- LCSW [Licensed Clinical Social Worker]
- RSW [Registered Social Worker]
- LMFT [Licensed Marriage and Family Therapist]
- RCC [Registered Clinical Counsellor]
- CCC [Canadian Clinical Counsellor]
- R Psych [Registered Psychologist]
- C Psych [Chartered Psychologist]
- Licensed Psychologist
- LEP [Licensed Educational Psychologist]
- LPC [Licensed Professional Counsellor]

or such other equivalent license in a state, province or country that requires an advanced degree in a recognized clinical mental health field, requires continuing education, and is regulated by a governing body under a code of ethics.

3.2 Background, education and experience in:

- Family systems theory
- Individual and family life cycle and development
- Assessment of individual and family strengths
- Assessment and challenges of family dynamics in separation and divorce
- Challenges of restructuring families after separation
- For child specialists: expertise in child development, clinical experience with a specialty focus on children and an in-depth understanding of children's unique issues in divorce

3.3 Completion of an Introductory Collaborative Practice Training or an Introductory Interdisciplinary Collaborative Practice Training that meets the requirements of IACP Minimum Standards for Introductory Collaborative Practice Trainings and Introductory Interdisciplinary Collaborative Practice Trainings. For practitioners who commenced Collaborative Practice prior to January 1, 2015, completion of training that met the requirements of the IACP Minimum Standards for a Collaborative Basic Training then in effect.

3.4 At least one thirty hour training in client centered, facilitative conflict resolution, of the kind typically taught in mediation training (interest-based, narrative or transformative mediation programs).

3.5 In addition to the above, an accumulation or aggregate of fifteen hours of training in any or all of the following areas:

- Basic professional coach training
- Communication skills training
- Advanced mediation training
- Collaborative training beyond minimum fourteen hours of initial Collaborative training

3.6 A minimum of three hours aimed at giving the mental health professional a basic understanding of family law in his/her own jurisdiction.

### **4. IACP Minimum Standards for Collaborative Financial Practitioners:**

4.1 Professional license or designation in good standing in one of the following:

- CFP [Certified Financial Planner]
- CPA [Certified Public Accountant]
- CA [Chartered Accountant]
- CMA [Certified Management Accountant]
- CGA [Certified General Accountant]
- ChFC [Chartered Financial Consultant]

or such other equivalent license or designation in a state, province or country that requires a broad-based financial background and continuing education, and that is regulated by a governing body under a code of ethics.

#### 4.2 Background, education and experience in:

- Financial aspects of divorce
- Cash management and spending plans
- Retirement and pension plans
- Income tax
- Investments
- Real estate
- Insurance
- Property division
- Individual and family financial planning concepts

4.3 Completion of an Introductory Collaborative Practice Training or an Introductory Interdisciplinary Collaborative Practice Training that meets the requirements of IACP Minimum Standards for Introductory Collaborative Practice Trainings and Introductory Interdisciplinary Collaborative Practice Trainings. For practitioners who commenced Collaborative Practice prior to January 1, 2015, completion of training that met the requirements of the IACP Minimum Standards for a Collaborative Basic Training then in effect.

4.4 In addition to the above, an accumulation or aggregate of twenty hours of education in the financial fundamentals of divorce giving the financial professional a basic understanding of family law in his/her own jurisdiction, including:

- Divorce procedures
- Property - valuation and division
- Pensions and retirement plans
- Budgeting - income and expenses
- Child and spousal support
- Future income projections
- Financial implications of different scenarios for settlement

4.5 At least one thirty hour training in client centered, facilitative conflict resolution, of the kind typically taught in mediation training (interest-based, narrative or transformative mediation programs).

4.6 In addition to the above, an accumulation or aggregate of fifteen hours of training in any or all of the following areas:

- Communication skills training
- Collaborative training beyond minimum fourteen hours of initial Collaborative training
- Advanced mediation training
- Basic professional coach training

# IACP Minimum Standards for Introductory Collaborative Practice Trainings and Introductory Interdisciplinary Collaborative Practice Trainings<sup>4</sup>

**1. Introduction.** These standards are established with an awareness of the aggregate nature of learning. Skill is acquired from actual application of education to experience over time and continuing education to enhance skill.

A trainer must be familiar with the following definitions, principles and standards adopted by the International Academy of Collaborative Professionals (IACP):

Definition of Collaborative Practice

Ethical Standards for Collaborative Practitioners

Minimum Standards for Collaborative Practitioners

Minimum Standards for an Introductory Collaborative Practice Training

Minimum Standards for Collaborative Practice Trainers

A training in the Collaborative Practice process satisfies the Minimum Standards for an Introductory Collaborative Practice Training or an Introductory Interdisciplinary Collaborative Practice Training when it complies with the requirements prescribed herein. This training will introduce the Collaborative Practice process while recognizing that proficiency or skill cannot be attained from this training alone.

Trainers will familiarize participants with the theories, practices and skills so participants can begin to develop the self-awareness and understand the core requirements for effective Collaborative Practice.

**2. Core Curriculum.** Trainers will provide instruction to the participants on the following subjects:

**(a) Process.** The training will include the following subjects concerning process:

- (1) The Collaborative Practice process as a structure to create working relationships to reach agreements and resolve disputes;
- (2) The range of process options and Collaborative Practice professional team configurations available to clients given their situation;
- (3) Organizational considerations in managing a Collaborative Practice matter, including—
  - (i) providing a structure, options, and protocols for the process;

<sup>4</sup>The Minimum Standards for Introductory Collaborative Practice Trainings and Introductory Interdisciplinary Collaborative Practice Training were approved October 2014. In 2017, the Board removed the designation of these standards as “interim”.

- (ii) managing the case within the structure established by the professionals;
- (iii) setting expectations for clients and professionals;
- (iv) defining issues and determining tasks; and
- (v) planning, conferring and coordinating among professionals including pre-meeting and post-meeting briefings with the professionals and clients.

(4) Considerations when working as a team, including as an interdisciplinary team, and the contribution and role of each professional;

(5) Recognition of the emotional, financial, and legal elements of the clients' conflict in all cases and how each element might impact the process; and

(6) The applicability of local law to the process.

**(b) Skills Required for the Collaborative Practice Professional.** The training will include the following subjects concerning skills:

(1) The professional's responsibility to maintain a safe and productive environment for all;

(2) The professional's responsibility to educate clients how to engage in productive behavior;

(3) The impact of professional language and modeling behavior to improve the clients' ability to effectively participate in the Collaborative Practice process;

(4) The professional's duty to assist the client in developing effective communication skills to enhance the prospects for reaching agreements during the Collaborative Practice process and in the future;

(5) The professional's ability to effectively assess the capacity of the client for effective participation in the Collaborative Practice process;

(6) The professional's awareness of power dynamics and imbalances that may exist in the Collaborative Practice process, the impact on the process, and how the professionals can address such issues; and

(7) The professional's awareness of the need for assessment of coercive and violent relationships.

**(c) Theory and Ethics.** The training will include the following subjects concerning theory and ethics:

(1) Dynamics of interpersonal conflict. For trainings focused on domestic relations matters, divorce as a life transition and the dynamics of divorce,

and for other family matters the impact of transitions on interpersonal dynamics and relationships;

(2) The future-focused decision-making orientation of Collaborative Practice. For trainings focused on domestic relations matters, concepts related to restructuring families;

(3) The difference between facilitative negotiation, including interest-based theory and methods as contrasted with positional negotiation, including rights-based theory and methods;

(4) Ethical considerations including the need to discuss carefully the available process options with the client, informed consent, integrity, professionalism, diligence, competence, advocacy, and confidentiality;

(5) Recognition that each professional has different ethical considerations;

(6) The role of the law as one of multiple reference points for decision-making. Other reference points include the interests and needs of each client, each client's sense of fairness, practical and economic realities, prior agreements, the goals of the clients, and cultural, emotional, and other factors; and

(7) IACP standards that are applicable to practitioners, including Minimum Standards for Collaborative Practitioners and Ethical Standards for Collaborative Practitioners.

**(d) Process Value and Costs.** The training will include the following subjects concerning process value and costs:

(1) Understanding the broader interests which can be addressed in Collaborative Practice, including the long-term benefits of client self-determination, reaching a durable agreement, preserving relationships, and the comparative economic and relational consequences of process choices;

(2) Conveying to clients the value of Collaborative Practice including, where applicable, the value of an interdisciplinary professional team, as distinct from and together with consideration of professional fees and financial cost variables of process choices;

(3) Making realistic statements to clients about financial realities of dispute resolution processes, and the clients' contributions to cost containment throughout the process; and

(4) Awareness that individual professional choices and behavior can have a significant impact on the efficiency, value, and cost of the process.

**(e) Professional Teamwork.** As used herein, a “team” can be any configuration of professionals, whether lawyers-only or interdisciplinary. The training will include the following subjects concerning professional teamwork:

- (1) Professional team development, formation, configuration, and dynamics and the responsibility of each professional to establish and maintain a collaborative environment;
- (2) The professional and interpersonal differences between working as an independent professional and working as part of a Collaborative Practice team, including a team with members from different disciplines;
- (3) The nature of the roles and work performed by each professional discipline in an interdisciplinary Collaborative Practice matter, and how to maximize the knowledge and skills of each team member, both individually and together, in order to effectively work on a matter; and
- (4) For professional team members from different disciplines, the specific boundaries and ethics common to each profession, and the unique considerations these pose when working together as a team.

**(f) Practice Development and Practice Groups.** The training will include the following subjects concerning practice development and practice groups:

- (1) Initiation of Collaborative Practice matters in the professional’s unique communities, and the responsibility for each professional to develop his/her own practice;
- (2) The benefits, structure and role of practice groups, and the individual responsibility for involvement in practice group activities;
- (3) The importance of developing and expanding Collaborative Practice skills through additional trainings, experience, and interactions with experienced practitioners, and how an Introductory Collaborative Practice Training serves solely as a foundation; and
- (4) The role of IACP as the international organization that promulgates standards and advances Collaborative Practice, and the resources IACP makes available to support practitioners.

### **3. Introductory Interdisciplinary Collaborative Practice Training.**

(a) An Introductory Interdisciplinary Collaborative Practice Training shall meet all requirements of an Introductory Collaborative Practice Training plus the requirements of this Section 3. The core curriculum for an Introductory

Interdisciplinary Collaborative Practice Training is the same as the core curriculum for an Introductory Collaborative Practice Training.

(b) In an Introductory Interdisciplinary Collaborative Practice Training in the area of domestic relations, the faculty will be composed of a minimum

of 1 professional from each of the legal, mental health, and financial disciplines. Otherwise, the faculty will be composed of those interdisciplinary professionals appropriate to the subject matter.

(c) An Introductory Interdisciplinary Collaborative Practice Training should include instruction of participants from each discipline by members of each of the other disciplines.

#### **4. Training Organization and Procedures**

**(a) Duration.** An Introductory Collaborative Practice Training will be a minimum of 14 hours of classroom time (excluding break times) completed over no more than 90 days, and preferably over 2 or 3 consecutive days. Participants will attend in person.

**(b) Methods.** An Introductory Collaborative Practice Training should include multiple learning modalities – interactive, experiential, and lecture elements. Examples include demonstrations, role plays, small group exercises, interactive dialogues, fish bowls, and educational games.

**(c) Materials.** An Introductory Collaborative Practice Training should include written materials that are useful for reference and practice by the Collaborative Practice practitioner after the training and will include the IACP Minimum Standards for Collaborative Practitioners and IACP Ethical Standards for Collaborative Practitioners.

**(d) Evaluations.** An Introductory Collaborative Practice Training should include evaluations of the training and trainer(s) by the participants.

# IACP Minimum Standards for Collaborative Practice Trainers<sup>5</sup>

These standards are established with an awareness of the aggregate nature of learning. Skill is acquired from the successive application of education to experience over time and continuing education to enhance skill. The IACP sets the following minimum standards for trainers after January 1, 2015, to conduct a training that meets IACP Minimum Standards for an Introductory Training:

## 1. Minimum Experience for Trainers:

1.1 A trainer will have completed at least 10 different Collaborative Practice matters of which at least 6 will have been in the interdisciplinary model, accumulating at least 50 hours of practice in Collaborative Practice. For trainings that are focused solely on practice areas other than domestic relations, trainers will have completed at least 8 different Collaborative Practice matters, accumulating at least 50 hours of practice in the Collaborative Practice.

1.2 During the 5 years prior to first conducting trainings, a trainer will have taken primary responsibility for preparing and making educational presentations that total at least 15 hours in presentation time, with 1 presentation lasting no less than 3 hours and each other presentation lasting no less than 45 minutes.

1.3 Prior to conducting trainings, a trainer will have attended a minimum of two Introductory Collaborative Practice trainings. At least one such training will be introductory training in the interdisciplinary model to provide the trainer the experience of observing the principles, methodology and practice of teaching.

## 2. Minimum Training for Trainers:

2.1 A trainer will have satisfied all training requirements set forth in the Minimum Standards for Collaborative Practitioners.

2.2 A trainer will have completed at least 10 hours of client-centered facilitative conflict resolution training beyond those set forth in the Minimum Standards for Collaborative Practitioners. If a trainer is conducting trainings in the domestic relations area, such training completed will include a substantial amount pertinent to domestic relations dispute resolution.

2.3 A trainer will have a minimum of 9 additional hours of relevant education on advanced Collaborative Practice topics.

<sup>5</sup>The Minimum Standards for Collaborative Practice Trainers were approved by the Board in October 2014 and amended February, 2015. In 2017, the Board removed the designation of these standards as "interim"



**3. Licensing/Certification:** A trainer will be licensed or certified for his/her field of practice, and be in good standing and not restricted in practice or subject to any conditions or monitoring of his or her conduct by the licensing board governing the trainer's field of practice. A trainer will have no public record of discipline of any nature within the last 5 years.

**4. IACP Training Standards:** A trainer will be familiar with the Minimum Standards for an Introductory Training and have the skills to conduct that training.

**5. Skills Training:** A trainer shall be qualified by education, training, and experience to inform and educate about skills relative to communication, problem-solving, facilitative dispute resolution, mediation, interpersonal relationships, conflict management and resolution, interest-based negotiation, teamwork, and process.

A trainer should attend educational courses or workshops that emphasize adult learning principles. A trainer should be able to teach adults through meaningful dialogue and didactic presentations, set up demonstrations, structure role plays, and employ other experiential learning models.

**6. Knowledge about Area of Dispute:** A trainer will have an appropriate understanding of the general area to which the dispute relates, including, a recognition that financial decisions may have far-reaching and long-term financial and tax implications and, when training in the domestic relations area, knowledge of the grief process, child development, and the dynamics of the divorcing/restructuring family.

**7. Particular Professions:** In addition to the above, those offering training in particular disciplines as part of the Collaborative Practice process will satisfy the following:

7.1 Lawyer:

- A minimum of 5 years in active practice, including 5 years of experience in the particular discipline which is the subject of the training (e.g., 5 years of domestic relations experience for Collaborative Practice trainings dealing with divorce and separation).

7.2 Child Specialist:

- A minimum of 5 years clinical experience with specialty focus on children.
- In-depth understanding of children's unique issues in domestic relations.

7.3 Financial:

- A minimum of 5 years in financial consulting with significant experience in the financial and tax aspects of the general area to which the dispute relates.

#### 7.4 Divorce Coach:

- A minimum of 5 years of clinical experience focusing on couples and families, and in-depth knowledge of: 1) short-term therapy and coaching models, 2) divorce and the psychosocial impact of divorce on families, and 3) basic elements and guidelines for creating parenting plans.
- In depth knowledge of family dynamics and systems theory and child development.

#### 7.5 Other Professionals:

- A minimum of 5 years experience in their field.

### **8. Trainers in the Interdisciplinary Model of Collaborative Practice:**

The interdisciplinary model of Collaborative Practice for domestic relations matters includes the mental health, financial, and legal disciplines as part of the Collaborative team. In addition to the requirements above, each trainer in the interdisciplinary team model will have knowledge of team interactions and specific issues unique to the interdisciplinary model.

**9. Checklist.** To assist potential trainers in assessing whether they meet the requirements, the following checklist is provided as a convenience:

#### ***Summary of IACP Trainer Requirements***

- 50 hours of Collaborative Practice work.
- 10 completed Collaborative matters, 6 of which are interdisciplinary. For trainings focused solely on non-domestic relations areas, 8 completed Collaborative matters.
- 15 hours of educational presentations in last 5 years of which one is at least 3 hours in duration, and the remainder at least 45 minutes each.
- Attend at least 2 Introductory trainings, at least one of which is an Interdisciplinary Introductory Collaborative Practice training.
- 10 additional hours of facilitative dispute resolution training in addition to the 30 hours required for all Collaborative Practice professionals.
- 9 hours additional education on relevant advanced Collaborative Practice topics.
- A trainer should attend educational courses or workshops that emphasize adult learning principles.



