

PARTICIPATION AGREEMENT

CHILD SPECIALIST IN COLLABORATIVE PRACTICE

name

AND

name

(singularly a “parent”, collectively “the parents”)

AND

name

(the “Child Specialist”)

I. GOAL OF COLLABORATIVE PRACTICE:

The goal of Collaborative Practice is to help the separating couple work successfully to achieve a positive resolution that minimizes the negative economic, social, and emotional consequences the family sometimes experiences in a traditional adversarial separation and divorce process.

In order to accomplish this goal, independent disciplines work together as a team to integrate the legal, emotional and financial aspects of separation/divorce.

The role of the Child Specialist is brief, goal-oriented work, designed to bring the child(ren)’s voice into the collaborative process.

II. ROLE OF THE CHILD SPECIALIST:

The Child Specialist in Collaborative Practice will work with the child(ren) to:

1. Provide the child(ren) with an opportunity to voice his/her concerns regarding the separation/divorce;
2. Provide Parents with information and guidance to help their child(ren) through the separation;
3. Work with the Parents and the Collaborative Professionals to assist in developing an effective co-parenting plan; and

4. Assist the child(ren) in any divorce-related adjustments.
5. It is NOT the role of the Child Specialist to make written recommendations.

III. THE RESONSIBILITIES OF THE PARENTS

We acknowledge that inappropriate communications regarding our separation can be harmful to their child(ren). We understand that information provided by the Children during individual sessions will be provided to the parents and the Coaches only with our child(ren)'s consent.

Each Parent agrees:

1. To maintain the confidentiality of all content (written or oral) of the sessions and not to introduce any of this **content** in any contested court process.
2. To work for the best interest of the family as a whole.
3. To make every effort to reach amicable solutions that promote the child(ren)'s best interests.
4. To work towards resolving differences, and to promote a caring, loving and involved relationship between the child(ren) and both parents.
5. That settlement issues will not be discussed in the presence of our child(ren), or that communication regarding these issues will occur only if it is appropriate and done by mutual agreement, or with the advice of the Child Specialist-Child Therapist.
6. To refrain from questioning the child(ren) regarding information that is shared in individual sessions with the Child Specialist.
7. Not to make any changes to the residence of the child(ren) without first obtaining the written agreement of the other Parent.

IV. COMMENCEMENT OF COLLABORATIVE PROCESS

The Collaborative Process begins with the first of the following:

1. Signing of the Coach's Participation Agreement, or
2. Signing of the Lawyer's Participation Agreement.

V. END OF THE COLLABORATIVE PROCESS

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

- a. **In the event that the parties have not yet retained lawyers**, if a coach or party gives notice of withdrawal from the Collaborative Process, unless:
 - a. the party gives notice of intention to proceed as a Collaborative Practice matter; and
 - b. retains a new Collaborative Practice coach within 30 days; and
 - c. the new Collaborative Practice coach executes the Participation Agreement;
- b. **If parties have retained lawyers**, a party or lawyer gives notice of withdrawal from the Collaborative Process, unless:
 - a. the party gives notice of intention to proceed as a Collaborative Practice matter; and
 - b. retains a new Collaborative Practice lawyer within 30 days; and
 - c. the new Collaborative Practice lawyer executes the Participation Agreement;
- c. A coach or lawyer terminates the Collaborative Process under the Participation Agreement;
- d. A party commences a contested court proceeding (not including filing a notice of family claim by agreement under the Lawyer's Participation Agreement), or
- e. The parties sign (before witnesses) a final separation agreement.

VI. WITHDRAWAL OF COACH WHEN PARTIES HAVE COLLABORATIVE LAWYERS

In the event that a Collaborative Coach withdraws or a party discontinues the use of their Coach AND both parties have Collaborative Lawyers, the Collaborative Process continues until the first of V (b)(c)(d) or (e) above.

VII. IN THE EVENT OF BREAKDOWN OF THE COLLABORATIVE PROCESS

1. In the event that the Child Specialist has assisted the parents in developing a parenting plan or access arrangement AND THIS PARENTING PLAN OR ACCESS ARRANGEMENT HAS BEEN REDUCED TO WRITING AND SIGNED BY BOTH PARENTS ("the

Parenting Agreement Schedule”), then this Parenting Agreement Schedule will survive the Collaborative Process and may be introduced in court.

2. Subject to the exception in paragraph IV(1) above, should either Parent withdraw from the Collaborative Process and commence a contested court procedure:
 - a. all materials from the Collaborative Process including all content (including written, taped, pictures, or other materials) from sessions involving the Child Specialist remain confidential and may not be used in any court proceedings;
 - b. neither Parent will subpoena the Child Specialist to give evidence in any contested court proceeding;
 - c. neither Parent will introduce as evidence in Court information disclosed in the Collaborative Process with respect to either parent's behaviour or legal position with respect to settlement;
 - d. neither parent will require the production in Court of any records, documents or tape recordings in the Child Specialist's possession; and,
 - e. the Child Specialist will not continue to see the child(ren) if either parent withdraws from the Collaborative Process and commences contested litigation.

VIII. ELECTION TO WITHDRAW:

If either Parent decides to withdraw from the Collaborative Separation/Divorce process, s/he agrees, in writing, to immediately inform the other Parent, the Child Specialist, their Coach, and their lawyers.

IX. WITHDRAWAL OF THE CHILD SPECIALIST

The Collaborative Child Specialist reserves the right to withdraw from the case for any reason. He (she) agrees to provide written notice of withdrawal to both Parents, and to the lawyers and Collaborative Separation/Divorce Coaches.

In the event the Child Specialist withdraws, he (she) will make every effort to provide suitable referrals to another Collaborative Child Specialist to facilitate the engagement of a new Child Specialist. The new Child Specialist shall execute a new Collaborative Participation Agreement within 30 days of the Child Specialist first giving notice.

X. SUSPENSION OF LIMITATION PERIOD

The parties acknowledge that:

1. The *Family Law Act* requires that a party must start a proceeding for an order to divide family property, debt or a pension, or for an order for spousal support, no later than 2 years after a divorce order (or an order declaring the marriage to be a nullity) is granted or 2 years after the date of separation (for parties living in a marriage-like relationship).
2. Under s. 198(5) of the *Family Law Act*, the limitation period set out in paragraph A is suspended from the beginning of the Collaborative Process through to the end of the Collaborative Process. When the Collaborative Process ends, the running of the limitation period recommences.

In the event that the parties have not yet retained collaborative lawyers, it is recommended that they receive independent legal advice as to how this clause affects their rights and obligations.

XI. LIMITED WAIVER OF CONFIDENTIALITY

1. Confidentiality will be waived in the following circumstances:
2. If there is a reason to believe that either Parent or child is in danger of hurting himself or herself;
3. If at any stage the Child Specialist has reasonable grounds to believe that a child is in need of protection, the Child Specialist is required by law to make a report to the Ministry of Children and Family Development. The parents understand the need for and acknowledge this legal requirement.

XII. FEES:

Include basic fees for hourly professional rate, late payment charge, phone consultations, and drafting documents. Incidental fees may include photocopying, faxing, postage and parking. **In the event of a termination or withdrawal, all incurred fees are due and payable.**

XIII. CANCELLATIONS:

A 24 hour advance notice of cancellation is required. Because **appointment times are reserved exclusively for you**, you will be charged **full fee** for a late cancellation or missed appointment.

We understand that the Collaborative Process is not a guarantee of success and cannot eliminate past disharmony and irreconcilable differences. We are

entering into this agreement in order to assists us towards a positive co-parenting relationship.

I HAVE READ THE ABOVE AGREEMENT IN ITS ENTIRETY,
UNDERSTAND THE CONTENT AND AGREE TO ITS TERMS:

PARENT'S SIGNATURE

DATE

PARENT'S SIGNATURE

DATE

CHILD SPECIALIST

DATE