**COLLABORATIVE ENGAGEMENT AGREEMENT—**

**NEUTRAL DIVORCE COACH (1 Coach Case)**

This document constitutes an agreement between the parties and (coach’s name) for me to provide services to you as the neutral divorce coach in the Collaborative Process. Also, it provides your informed consent to the information provided in this document.

**Goal of the Collaborative Process**

The goal of the Collaborative Process is to help the parties resolve issues in the divorce process by developing shared solutions that meet the needs of the family without going to court. I will assist the parties with communication and self-management skills for more efficient, respectful, open, and emotionally healthy dispute resolution.

**Explanation of the role of the neutral divorce coach**

The parties have retained me as the neutral divorce coach in the Collaborative Process. The parties agree that they have not employed the neutral divorce coach to act as an advocate for either parent, but have employed (coach’s name) as a neutral professional to assist them in dealing with divorce issues in a Collaborative Process.

As needed, in the role of neutral divorce coach I will:

* Work for a resolution that meets the needs of the whole family;
* Assist the parties to determine what is most important in the divorce process;
* Assist the parties to create goals for what the parties want for the family;
* Identify and prioritize concerns;
* Assist in managing the emotions that are part of the divorce process and in reducing stress;
* Assist in strengthening communication skills and ability to communicate needs;
* Make effective use of conflict resolution skills;
* Collaboratively work with the parties and the other members of the collaborative team to improve communication, reduce misunderstandings, resolve problems, and facilitate the Collaborative Process;
* Assist in developing co-parenting skills;
* Assist in developing a parenting plan;
* Work as a neutral in providing services to both parties;
* Facilitate process and communication at meetings with the goal of making each meeting as effective, productive, and efficient as possible.

The divorce coach does not provide therapy to either party or your children. If you need assistance on issues that fall outside of the Collaborative Process or that require more support than I can provide, I will discuss this and at your request, provide referrals.

As the neutral divorce coach, I cannot serve in any other role with either party or any member of the family either during or after the Collaborative Process.

**Your responsibility**

Collaborative divorce coaching is a joint effort between the parties and the coach. While a successful outcome cannot be guaranteed, the commitment of both parties to the process is essential for a positive outcome.

The parties agree to comply with the Collaborative participation agreement that they sign(ed) to start the process, including to:

* Communicate respectfully
* Provide full, honest, and voluntary disclosure of all important information related to the collaborative matter, including information which either party might need to make an informed decision about each issue in dispute
* Commit to regular meetings with the coach and with other members of the Collaborative team
* Complete homework assignments to obtain important information as requested
* Express your needs
* Be flexible and open in considering options for dispute resolution
* Take into account not only your needs, but also the needs of your spouse and other family members in considering resolution of issues

If at any time in the Collaborative Process you have questions, please ask for clarification. Your initial impressions about the Collaborative divorce process, suggested procedures and goals, and your feelings about whether you are comfortable working with me are important to the process and to a successful relationship.

**Meetings**

I will meet with each party individually initially and, as needed, throughout the Collaborative Process to clarify goals and develop strategies for reaching those goals. Also, I will meet with the parties jointly to work on communication skills and other issues and, when appropriate, the co-parenting relationship, parenting issues, and a co-parenting plan. If a child specialist is involved, I will meet with both parties and the child specialist.

When we meet without the Collaborative lawyers, I will update the lawyers. We will communicate any co-parenting understanding or plan to the lawyers as a draft. The parties will not sign any agreement without review by the Collaborative lawyers.

I will participate in regular communication with your other team members, including by phone, to facilitate the Collaborative Process.

The coach will be paid for any time spent in these communications or drafting.

As the divorce coach, I may also attend Collaborative meetings with one or both parties, the lawyers, and the financial professional.

**Confidentiality**

In signing this agreement, the parties agree that information provided to me is with the understanding that I am permitted to share the information with all the professional team members, the other party, and other professionals retained to assist in your Collaborative Process. I agree not to reveal any information obtained in the Collaborative Process to individuals outside of the Collaborative Process without your consent or as authorized in Section 9.B. of the Collaborative participation agreement.

The parties authorize me in my discretion to disclose sufficient information to other Collaborative professionals so that they can be prepared to meet with you to determine whether they can assist you, if hired, in the Collaborative Process.

The parties recognize and agree that otherwise confidential communications to me may be shared with the other party, your Collaborative team, and any experts brought in as part of the Collaborative Process. Each party’s communications will not be shared with anyone outside the Collaborative Process subject to limited exceptions set forth in Section 9.B of the Collaborative participation agreement, including threat of bodily harm, intent to commit a crime, threat of harm or removal of children, threats to your safety (more fully discussed below), or complaints made against a Collaborative professional.

If a party specifically instructs me not to reveal something that party wants held in confidence, we will discuss an agreeable resolution of this request. If I determine that the information is important to the process, that is, that the other party might need this information to make an informed decision about an issue in dispute, I will advise you that you need to disclose the information or I will withdraw.

If the Collaborative Process breaks down and this matter ends up in litigation, no documents held by me can be introduced into evidence. Nor can I be called as a witness or be deposed or subpoenaed.

In order to more effectively provide service, I may ask to communicate with current or past treating professionals. If so, I will ask one or both parties to sign a confidentiality waiver to allow this communication.

**Termination**

If either party decides that the Collaborative Process is no longer viable and elects to terminate the Collaborative Process, that party agrees to immediately inform, in writing, the neutral coach and the party’s attorney. Your collaborative team reserves the right to withdraw from the Collaborative Process if either party engages in conduct in violation of the Collaborative participation agreement. In the event of termination or withdrawal, all incurred fees are immediately due and payable. If the Collaborative Process terminates, I will offer appropriate referrals to assist in the transition out of the Collaborative Process.

I reserve the right to withdraw as the neutral divorce coach if we have a material disagreement about the management of your case, or if either party fails to meet his/her responsibilities under this Agreement, including, but not limited to, the obligation to timely pay statements and comply with requests for additional advances. Should I determine that I need to withdraw, I will make every reasonable effort to protect each party’s interests such as giving sufficient advance notice so that the parties can arrange for a new coach.

If the Collaborative Process terminates or I withdraw, my role as the neutral divorce coach will end and I cannot meet with either party in any capacity.

Should either party elect to move from the Collaborative Process to a litigation process, all materials in possession of the neutral divorce coach, including all content (written and oral) of sessions with the neutral divorce coach, may not be used in any Court proceeding. If the Collaborative Process terminates and either party decides to enter into a litigation process, I cannot be called as a witness, subpoenaed or deposed.

**Fees**

My collaborative divorce coach fee is XX per hour. I charge for attendance at meetings, travel portal to portal, emails, report writing, document review, and phone calls.

I request a retainer fee of XX. These services are professional services and are non-refundable. Once you receive the services, you are obligated to pay for the services. In addition, once you provide payment for the services, there is no cancellation policy and the fees are non-refundable.

When the retainer fee is depleted, we will discuss replenishment of the retainer or a pay as you go arrangement. Should there be a balance left after all services are charged and paid for, the balance will be returned to you.

I will provide you monthly statements for fees and any costs. Any outstanding balance on your statement is to be paid immediately upon receipt of the bill.

My fees as a divorce coach are not reimbursable by health insurance.

**Cancellation policy**

I request XX business hours-notice of cancellation or postponement of an appointment. Otherwise, the full fee will be charged. To cancel a Monday appointment, I request cancellation by Thursday at 5 p.m.

**Party safety**

As a licensed mental health professional, I have the following legally mandated duties:

* If I have a reasonable suspicion of child abuse or neglect or abuse of a dependent, disabled, or elder adult (age 65 or older), to report any suspected physical or sexual abuse (that has not previously been reported) to the appropriate authorities;
* If a party communicates to me a threat of physical harm to an identifiable person or his/her property, to warn the intended victim and notify the police;
* If I believe that a party is in a mental or emotional condition where he/she poses a danger to him/herself or others, I may breach confidentiality or contact others for the party’s safety;
* If I have a reasonable suspicion that a party may be unable to care for him/herself, or may be unable to provide for his/her basic personal needs for clothing and shelter, I may breach confidentiality for the party’s safety.

**The terms of this agreement shall survive whether the Collaborative process is terminated or successfully completed.**

**I HAVE READ THE ABOVE STATEMENT IN ITS ENTIRETY, UNDERSTAND THE CONTENT, AND AGREE TO ITS TERMS.**

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Divorce Coach Date

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Party’s Signature Date

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Party’s Signature Date