

Collaborative Law in the Courts: An Oxymoron or an Innovative Idea?

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Process options as a family moves from Point “A” to Point “B”



Components of Collaborative Law

- Participation Agreement with Disqualification Provision
- Multidisciplinary Team
 - Attorneys
 - Neutral Family Coach, Neutral Financial Professional
- Screening
 - Determine issues requiring special attention
 - Create appropriate professional team
 - Utilize necessary resources



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Collaborative Practice or Litigation?

- Similarities and differences
- Advantages and disadvantages
- Expanded creativity with Collaborative Team
 - Law is one source of information; presented by attorneys collectively
 - Interests are primary source of information from which to make decisions
- Team creates a structured process to manage case

How Can Collaborative Practice Assist the Courts?

Provide process option that provides:

- Mutual Civility
- Privacy
- Flexibility and creativity
- Client-directed timeline
- Reduction of case load
- Focus: limit issues

How Can the Courts Support Collaborative Practice?

- Enforce agreements to be relied upon
- Provide an option for resolution for narrow issues upon impasse
- Transfer the case to litigation with full disclosure of financial information completed
- Educate public and/or promote Collaborative Practice among other dispute resolution processes
- Partner with the collaborative community on pro bono representation programs, trainings, and other projects

Effectiveness of CP with Complex Cases

Complicated financials including:

- High net worth or high debt
- Gray divorce
- Complex assets
- Challenging cash flow situation
- Financially inexperienced or uneducated individuals

Effectiveness of CP with Complex Cases, cont.

Complex interpersonal dynamic including:

- Estrangement or alienation
- Special needs child(ren)
- Substance abuse
- Physical or emotional abuse allegations
- Complex personality issues
- High stress

Disputants



Family
Courts

Collaborative
Practice

Thank You

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Checklist of Issues to Explain in Collaborative Cases

Case Name: _____

Lawyers' Names: _____

Coach: _____

Financial Neutral: _____

Other Professionals: _____

Matter to be handled:

- Dissolution
- Never married Support only Never married Custody Only
- Never married Support/Custody
- Post Decree Child Support Only Post Decree Child Support
- Post Decree Child Support & Custody
- Post Decree Spousal Support
- Post Decree Other _____
- Prenuptial Agreement

Procedural Issues

What to expect Outside the Meeting

- Agenda for every meeting, in advance of the meeting.
- Adding issues to Agenda prior to meeting and how to give notice
- Communications between/among the professionals outside of the meetings
- How team will handle "PTO" designated emails
- Communications with and between parties between meetings
- Payment of Professionals (i.e., as a marital expense, each pays their own, joint account, new credit card for same)

What to expect In the Meeting:

- Follow Agenda
- Identification and Discussion of Each Party's Interests and Goals (This may be revisited and revised over the course of the process, as needed or desired by either

party.)

- Minutes of the meetings prepared following first and every meeting after, to be signed by the Parties at beginning of subsequent meeting.

Documents to be Prepared by Professional Team (*Note Applicable to Dissolution Only*)

- Petition (30 day cooling off waiver)
- Waiver of Service
- Shared Parenting Plan
- Findings for CS Deviation
- Separation Agreement
- Income only affidavit
- Parenting Affidavit
- Child Support Worksheet
 - Daycare costs per child
 - Number of overnights for any deviation
- Private Judge Docs
- Shared Parenting Decree
- Withholding orders
- Dissolution Decree
- Property Affidavit
- HIDA Affidavit

Action Items for Coach:

- Shared Parenting Schedule of Parenting Time Outline
 - Year-round
 - School Year
 - Summer
 - Holiday Time
 - MLK
 - School holidays
 - Spring Break
 - Easter
 - Memorial Day
 - 4th of July
 - Labor Day
 - Beggar's Night
 - Thanksgiving
 - Winter Break/Christmas
 - New Years
 - Children's Birthdays
 - Parent's Birthdays
 - Mother's Day
 - Father's Day

- Other significant days
- Vacation Time
 - Notification
 - How much (week or individual days)
 - Three concurrent weekends
 - Days of Special Meaning/Significant Events
 - Cancellation of Parenting Time/Make-up Time
 - Transportation
- Shared Parenting Decision Making/School Placement Outline
 - School Placement
 - Extracurricular Activities
 - Decision-making
 - Funding of activities
 - Children's Expense
 - Shared expenses versus each parent provides
 - Funding of expenses
 - Reimbursement process
 - Childcare
 - Identification of the provider
 - Expense sharing
 - Right of First Refusal (only if requested)
 - Medical/Dental Care
 - Scheduling routine appointments
 - Decision-Making
 - Body Alterations
 - Communications
 - Between Parents and Children
 - Between Parents (Email, Text, OFW)
 - Social Media/Electronic Usage
 - Religious Upbringing
 - Significant Others
 - Clothing/Personal Items Exchange
 - Tax exemptions/Childcare credits
 - Important Documents
 - Dispute Resolution Process
 - Any other topic of importance

Action Items for Financial Neutral:

- Balance Sheet--Identification, Valuation of Assets and Debts
(See below for detailed analysis of issues faced when reviewing)
- Spousal Support Analysis:

Income Analysis

_____'s income verification is: (i.e. W-2, etc. .

3 years ago--base/bonus/other

2 years ago-- base/bonus/other

Last year--base/bonus/other

Current--base/bonus/other

_____'s income verification is: (i.e. W-2, etc. .

3 years ago--base/bonus/other

2 years ago-- base/bonus/other

Last year--base/bonus/other

Current--base/bonus/other

Exchange of Support Analysis (Annual)

Exchange of Support Analysis (Monthly)

Other _____

Child support worksheet

_____'s income verification is: (i.e. W-2, etc. .

3 years ago--base/bonus/other

2 years ago-- base/bonus/other

Last year--base/bonus/other

Current--base/bonus/other

_____'s income verification is: (i.e. W-2, etc. .

3 years ago--base/bonus/other

2 years ago-- base/bonus/other

Last year--base/bonus/other

Current--base/bonus/other

Daycare calculation

Health Insurance calculation

- Child related Financial Issues to be included in Shared Parenting Plan

Substantive Legal Issues:

Immediate Issues

- How are parties currently paying bills?
 - If joint checking to pay bills, check throughout negotiations whether that is still working for the parties
 - If no joint checking account, make sure parties on same page regarding who is paying what
 - Identify when parties will stop “sharing” bills responsibility (date of split/date of balance sheet)
 - Identify when parties will physically separate
- Where is everyone living?
- Any immediate parenting issues to address

Allocation of Parental Rights and Responsibilities

- Types of Residential/Legal Custody: Shared, Split Sole Custody
- School placement: what it does/does not mean (do in a joint meeting before family coach is tasked to speak to them separately about it)
- Parenting Schedule (regular, summer, holidays, vacation)
- Financial Issues (see below in “child support”)
- Family Follow-up issues: counseling/continued use of parenting coach
- Passports/Travel
- Use of Parenting Applications (OFW and others)

Equitable Distribution of Property

- Different Treatment of Marital/Separate Property under Ohio Law
- Marital Property Presumption
- Title/Source of Funds Theory
- Penalties for failure to disclose

- Identification of Separate Property vs Marital Property
 - Premarital
 - Tracing/Calculation Methods
 - Preservation/Dissipation
 - Gift
 - Tracing/Calculation Methods
 - Preservation/Dissipation
 - Inheritance
 - Tracing/Calculation Methods
 - Preservation/Dissipation
 - Injury Award/Settlement
 - Tracing/Calculation Methods
 - Preservation/Dissipation
 - Premarital Debt
 - Tracing/Calculation Methods
 - Preservation/Dissipation
 - Business-related separate property issues
 - Professional Degree-related property issues

- Valuation of Property Issues (and special tax issues)
 - Real Estate
 - Methods of Value: Agree/Sell/Appraise/Internet/Auditor
 - Tax issues:
 - Principal Place of Residence capital gains concerns
 - Rental Real Estate capital gains concerns
 - Rental Real Estate depreciation recapture concerns
 - Implementation issues: Deed transfer, Refinance/Assumption, real estate taxes paid in arrears/escrow account
 - Vehicles
 - Methods of Value: Agree/Sell/Appraise/CarMax/Internet (KBB.com)
 - Implementation issues: transfer title/registration/insurance/loan or lease.
 - Bank Accounts

- Implementation issues: closing/retaining account
- Brokerage (Stock/Bond/Mutual Funds) Account/Public Investments
 - Methods of Value: Statements
 - Implementation issues:
 - Tax neutral transfers
 - Sale/Capital Gains
 - Creation of New Brokerage Account(s)
 - Allocation of income tax/gain prior to division
 - Employment Related Assets
 - Stock Options/Restricted Stock/Performance Shares
 - Valuation
 - Separate vs. Marital
 - Tax implications
 - Limits on Transferability
 - Implementation
 - Small Business/Private Investments
 - Valuation
 - Separate vs. Marital
 - Tax implications
 - Limits on Transferability
 - Implementation
 - Retirement Accounts
 - What are Defined Benefit Plans: Government Pensions;
Traditional Pensions
 - Methods of division
 - Interest protections before and after payment begins
 - Cash-balance Pension
 - What are Hybrid Plans; Cash-balance Pension
 - What are Defined Contribution Plans: 401(k); 401(b);
Profit Sharing; IRA (Traditional vs. Roth)
 - Division Methods for Applicable Plans
 - Implementation for Applicable Plans
 - Direct Transfer
 - QDRO
 - Tax implications
 - HSA
 - Life Insurance
 - Types: term, variable, whole
 - Reasons/Considerations to maintain/obtain (insurable interests)

Spousal Support (aka “Alimony)

- Ohio’s Statutory Factors and Theories of Spousal Support
- Ohio’s Lack of quantitative presumptions/schedules
- Practical approaches to Spousal Support
 - Should spousal support be paid
 - If so, amount, duration, modifiability and terminating factors
 - Special issues
 - Income calculations where
 - Unemployment Compensation
 - Worker’s Compensation
 - Disability
 - Income fluctuates
 - Bonus/commission/overtime paid
 - Other forms of compensation (awards, trips, etc...
 - Pass-through Income
 - Spouse who may/may not return to
 - workforce/imputation and vocational evaluation
 - Retirement impacting support
 - Impending employment change impacting support
 - Budgets

Child Financial Issues

- Child Support
 - What does it include?
 - What can it be used for?
- Child Support Worksheet
 - Guideline child support
 - Deviate/extrapolate from guideline support

- Payment of Direct Expenses (including activities, schooling, insurance, out-of-pocket healthcare, clothes)
- Dependency Exemptions/Head of Household
- College/Post-Secondary Expenses

Pets

- Law in Ohio (or lack thereof)
- Award
- Access
- Costs

Tax Returns and Payments

- Over or under payment for balance sheet
- Other tax matter to include on balance sheet
- Tax liability for prior years; audited for joint return and “hold harmless” language and limitations.
- How to handle Year of dissolution tax issues:
- Filing status, i.e., married, head of household, single
- Who claims real estate tax exemption
- Copies of documents

Personal Property

- Methods of Division
- Unique items shared

Identification of “Other Professionals” to assist in matters above

- Home Appraiser retained _____
- Personal Property Appraiser Retained
- Business Evaluator Retained
- Pension Evaluator Retained

- QDRO service to prepare QDROs or other orders dividing retirement
- Private Judge for final hearing.

Checklist of Steps To Final Agreement

There are several important steps that we must go through. Use this checklist to track the progress made and as a preview of the steps still needed to reach finalization.

_____ **Financial Disclosure**

- _____ Gathering of initial financial information
- _____ Meeting with Financial Neutral to verify completeness of financial information provided, answer clients' questions about the family's finances, and to review reports and illustrations that will be used in the process
 - _____ Assets and liabilities
 - _____ Earnings
- _____ Identify any assets that may require additional expert valuation
- _____ Identify historical components of earnings for each client
- _____ Gathering of additional financial information
- _____ Develop future-looking budgets for the two separate households

_____ **Identification and Discussion of Each Party's Interests and Goals**

- _____ Work with Communications Neutral to develop interests/goals
- _____ Share interests/goals at First Joint Meeting
- _____ Add to or change interests/goals as needed

_____ **Generate Options and Alternatives (Brainstorming) for Allocating Assets and Debts**

- _____ List out all possible options for meeting each goal/interest without evaluating
- _____ Eliminate options that are clearly not acceptable by one or both clients
- _____ Evaluate remaining options for meeting goals/interests of both clients
- _____ Repeat steps for all assets and liabilities as needed

_____ **Reach Agreement on Terms Re Allocation/Distribution of Marital Assets and Debts**

- _____ Identify assets to sell
- _____ Identify assets and debts each client will keep
- _____ Agreement reached as to any property settlement payment and terms of payment

_____ **Brainstorming options and reviewing alternative illustrations for Support**

- _____ List out all possible options for meeting each goal/interest without evaluating
- _____ Eliminate options that are clearly not acceptable by one or both clients
- _____ Evaluate remaining options for meeting goals/interests of both clients
- _____ Repeat steps for support as needed

_____ **Reach Agreement on Terms Re Spousal Support**

- _____ Amount
- _____ Period of time
- _____ Other terms:
 - _____ Modifiable/non-modifiable
 - _____ Factors that reduce/terminate
 - _____ Impact of future change in circumstances

Checklist of Steps To Final Agreement

_____ **Reach Agreement on Terms for Shared Parenting**

- _____ Time allocation during the year
- _____ Time allocation for holidays
- _____ Child support
- _____ Paying of child-related expenses
- _____ Other terms to go into Shared Parenting Plan
- _____ Terms re Adult Children that may not go into Shared Parenting Plan

_____ **Preparation of Court documents**

- _____ Separation Agreement
- _____ Shared Parenting Plan
- _____ Financial Affidavits
- _____ Dissolution Petition, etc.
- _____ Client approval of documents
- _____ Client signing of documents

_____ **Filing/E-filing with court**

_____ **Private hearing with private judge**

Instructions on Forward Looking Budget

The Forward Looking Budget is a tool that is used to help the Collaborative team determine each parties future monthly expenses once the Collaborative process has been completed. This particular budget is used as a guide to determine the needs of each parties household going forward.

The column titled "Party 1" is to be completed by one spouse and the column titled "Party 2" is to be completed by the other spouse.

Complete the Forward Looking Budget to the best of your ability. Once it has been completed, you may review it with the Neutral Financial Expert.

To Complete the Forward Looking Budget:

REAL ESTATE EXPENSES

Items 1-15: If you would like to stay in the marital home, provide all the household expenses related to the marital home.
If you would NOT like to stay in the marital home, research household expenses related to your desired housing.

OTHER LIVING EXPENSES

Items 16-27: Provide the necessary expenses related to your other living expenses. You can review your bank and credit card statements to get a monthly estimate.

CHILD RELATED EXPENSES

Items 28-51: If applicable, provide the necessary expenses directly related to the child(ren). As it relates to insurance premiums, take the difference between health insurance premiums for an individual and an individual with children or family coverage.

INSURANCE PREMIUMS

Items 52-58: Provide out-of-pocket cost for life insurance coverage.
If you are paying for your own medical insurance coverage, obtain a breakdown of the total cost for individual coverage and the cost of individual coverage plus children, if applicable. Also obtain cost of COBRA coverage for your spouse.
If you are not paying for your own medical insurance coverage, research the cost of obtaining health insurance for yourself and the cost of health insurance for yourself and children, if applicable.

HEALTH CARE EXPENSES

Items 59-64: Provide estimate of out-of-pocket costs for health care.

MISCELLANEOUS EXPENSES

Items 65-81: Provide estimated expenses related to the miscellaneous expense category.

PAYMENTS ON DEBTS

Items 82-85: If you have an outstanding balance on your credit cards where they are not paid-in-full on a monthly basis, provide the minimum monthly payment amount. Ongoing charges should be reflected throughout this budget. Include monthly payments of any other debt payments not included elsewhere in this budget.

Forward Looking Budget
 Collaborative Case Name
 Excluding Child & Spousal support

	<u>Party 1's Monthly Expenses</u>	<u>Party 2's Monthly Expenses</u>
REAL ESTATE EXPENSES		
1. Mortgage	\$0	\$0
2. 2nd Mortgage, Home Equity or Line of Credit	0	0
3. Rent	0	0
4. Real Estate Tax	0	0
5. Homeowners' Insurance	0	0
6. Renters' Insurance	0	0
7. Homeowners' Association Dues	0	0
8. Household Maintenance & Supplies	0	0
9. Gas/Propane/Oil	0	0
10. Electric	0	0
11. Water/Sewer	0	0
12. Cable/Internet	0	0
13. Lawn Service/Snow Removal	0	0
14. Trash Removal	0	0
15. Other Household	0	0
16. Total Real Estate Expenses	\$0	\$0
OTHER LIVING EXPENSES		
17. Food/Groceries	\$0	\$0
18. Restaurants	0	0
19. Vehicle loans or lease payments	0	0
20. Vehicle Maintenance	0	0
21. Gasoline	0	0
22. Parking	0	0
23. Clothing (other than children's)	0	0
24. Dry cleaning/laundry	0	0
25. Hair	0	0
26. Manicure/Pedicure	0	0
27. Cell Phone	0	0
28. Other Living Expenses	0	0
29. Total Other Living Expenses	\$0	\$0
CHILD RELATED EXPENSES		
30. Work Related Child Care	\$0	\$0
31. Other Child Care	0	0
32. Clothing	0	0
33. School Supplies	0	0
34. Allowance	0	0
35. Extracurricular Activities/Lessons	0	0
36. Tutoring	0	0
37. Vacation & Camp	0	0
38. Grooming	0	0
39. School Lunches	0	0
40. School Pictures	0	0
41. Cell Phone	0	0
42. Holiday/Birthday Gifts	0	0
43. Entertainment	0	0
44. Birthday & Other Parties	0	0
45. Child Medical Ins Premium	0	0
46. Child Dental Ins Premium	0	0

Forward Looking Budget
 Collaborative Case Name
 Excluding Child & Spousal support

	Party 1's Monthly Expenses	Party 2's Monthly Expenses
47. Child Vision Ins Premium	0	0
48. Out of Pocket Expenses for Physicians/Therapist	0	0
49. Out of Pocket Expenses for Dentists/Orthodontists	0	0
50. Out of Pocket Expenses for Optometrists/Opticians	0	0
51. Out of Pocket Expenses for Prescriptions	0	0
52. Other Child Related Expenses	0	0
53. Total Child Related Expenses	\$0	\$0
INSURANCE PREMIUMS		
54. Life Insurance - Whole Life	\$0	\$0
55. Life Insurance - Term Life	0	0
56. Auto Insurance	0	0
57. Individual Health Insurance: medical, dental & vision	0	0
58. Disability Insurance	0	0
59. Other Insurance	0	0
60. Total Insurance Premiums	\$0	\$0
HEALTH CARE EXPENSES		
61. Out of Pocket Expenses for Physicians/Therapist	\$0	\$0
62. Out of Pocket Expenses for Dentists/Orthodontists	0	0
63. Out of Pocket Expenses for Optometrists/Opticians	0	0
64. Out of Pocket Expenses for Prescriptions	0	0
65. Other Health Care Expenses	0	0
66. Total Health Care Expenses	\$0	\$0
MISCELLANEOUS EXPENSES		
67. Child Support for Children not of this Marriage	\$0	\$0
68. Spousal Support paid to Former Spouse	0	0
69. Subscriptions/Books	0	0
70. Entertainment	0	0
71. Charitable Contributions	0	0
72. Club Dues	0	0
73. Travel/Vacations	0	0
74. Pets	0	0
75. Gifts	0	0
76. Voluntary Retirement Contributions	0	0
77. Deferred Compensation	0	0
78. Mandatory Union Dues	0	0
79. Mandatory Retirement	0	0
80. Other Mandatory Deductions from Wages	0	0
81. Sports/Hobbies/Lessons	0	0
82. Other Miscellaneous Expenses	0	0
83. Total Miscellaneous Expenses	\$0	\$0
PAYMENTS ON DEBT		
84. Credit Card:	\$0	\$0
85. Student Loans:	0	0
86. Other Debt:	0	0
87. Total Payments on Debt	\$0	\$0
88. TOTAL EXPENSES	\$0	\$0

COLLABORATIVE FAMILY LAW PARTICIPATION AGREEMENT

PURPOSE

_____ and _____ (hereinafter sometimes referred to as “the parties”) have chosen to use the principles of the Collaborative Family Law Process to settle the collaborative matters arising under Sections 3105.41 to 3105.55 of the Ohio Revised Code. The primary goal of the parties in this Collaborative Family Law Process is to settle in a non-adversarial manner the collaborative matters arising from the parties’ separation and/or dissolution of their marriage/domestic partnership, and/or the restructuring of their family. The parties have retained collaborative family lawyers who agree to use the principles of the Collaborative Family Law Process and Principled Negotiation to assist them in reaching this goal. Wife, _____, shall be represented by Attorney _____, and Husband, _____, shall be represented by Attorney _____.

The parties also agree that their collaborative family lawyers have explained to them the following additional types of optional dispute resolution processes that are available to the parties for the restructuring of their family and marital relationships: pro se party to party negotiation, mediation, early neutral evaluation, arbitration, non-collaborative negotiations through separate attorneys, and adversarial litigation through the court system, and the parties have initialed and signed Addendum No. 1 attached hereto. After thoughtful consideration, the parties and their collaborative family lawyers agree that the Collaborative Family Law Process will be the best option for the parties to pursue for their mutual benefit.

COLLABORATIVE FAMILY LAW COMMUNICATIONS

The parties and their collaborative family lawyers intend to communicate effectively with each other to settle efficiently the collaborative matters described above. Written and verbal collaborative family law communications will be respectful and constructive and will not make accusations or claims not based in fact.

It is agreed that all such communications during settlement meetings will be focused on the financial and parenting matters (if applicable) in the dissolution and the constructive resolution of those matters. The parties and their collaborative family lawyers understand that the costs for settlement meetings are substantial and require everyone’s cooperation to make the best possible use of available resources. To achieve this goal, the parties agree not to engage in unnecessary discussions of past events.

To maintain an objective and constructive settlement process, the parties agree to negotiate resolution of their collaborative family matters only in the settlement conference setting. Discussions outside of the conference setting must be agreed to by the parties and their collaborative family lawyers.

Settlement issues will not be discussed in the presence of the parties’ child(ren), or at unannounced times by telephone calls or appearances at the other party’s residence. The parties acknowledge that inappropriate communications regarding their collaborative family matters can be harmful to their children. Communication with the children regarding these issues will occur only if it is appropriate and done by mutual agreement. The parties specifically agree that their children will not be included in any discussion regarding the collaborative family matters, except as described in this Agreement.

The parties agree that all collaborative family law communications made during any settlement meeting are intended to be taken as being in furtherance of settlement, and therefore, not admissible as evidence in court. In addition, as provided in Sections 3105.49 through 3105.51 of the Revised Code, a

collaborative family law communication is privileged, is not subject to discovery, and is not admissible in evidence.

**CONFIDENTIALITY AND CONSENT TO EXCHANGE OF INFORMATION AMONG
COLLABORATIVE FAMILY LAW PROCESS TEAM MEMBERS**

A collaborative family law communication is confidential to the extent agreed by the parties in this Collaborative Family Law Process Agreement, or as provided by the law of this state (see Section 3105.48 of the Revised Code).

The parties request and authorize our respective collaborative family lawyers and other nonparty participant expert team members to exchange our Collaborative Family Law Process case information with each other to better facilitate our Collaborative Family Law Process. We understand that the transmission and exchange of information among our Collaborative Family Law Process team members may occur in oral, written or electronic form. Further, neither party shall call either collaborative family lawyer as a witness should either or both parties resort to litigation. Consistent with the foregoing, the parties hereto have also signed an Addendum to this Collaborative Family Law Participation Agreement, a copy of which is attached hereto, as Addendum No.2. This Addendum shall be initialed by the parties whenever nonparty participant experts are retained by the parties and are therefore added to the Collaborative Family Law Process Team subsequent to the signing of this Agreement.

NONPARTY PARTICIPANT EXPERTS

When appropriate and needed, the parties will use nonparty participant neutral experts for purposes of valuation, cash flow analysis, parenting issues and any other matter which requires expert advice and/or recommendations. By mutual agreement, the parties may together seek the advice of a neutral collaborative child specialist. The parties will agree in advance as to how the costs of the neutral expert will be paid. The name and terms of any nonparty participant third-party expert retained by the parties at the time of, or subsequent to, the signing of this Agreement shall be incorporated herein by the addition of the name and role in Addendum No. 2 to this Collaborative Family Law Process Participation Agreement, plus any additional Addendum that may be necessary to define the role and terms of the arrangement. If the parties resort to litigation, neither party may call any such nonparty participant neutral expert, who has participated in this collaborative family law process, as a witness in court, and the expert's report may not be submitted to the court.

INFORMATION

The parties and their collaborative family lawyers agree to deal with each other in good faith to promptly provide all necessary and reasonable records and other information requested. No formal discovery procedures (e.g. depositions, interrogatories, document requests, requests for admissions) will be used during the Collaborative Family Law Process.

The parties acknowledge that by using informal discovery, they are giving up certain investigative procedures and methods that would be available to them in the litigation process. They give up these measures with the specific understanding that both parties shall make full and fair disclosure of all assets, income, debts and other information necessary for a fair settlement. Participation in the Collaborative Family Law Process, and the settlement reached, is based upon the assumption that both parties have acted in good faith and have provided complete and accurate information to the best of their ability. The parties agree to sign a sworn statement making full and fair disclosure of their income, assets and debts.

ENFORCEABILITY OF AGREEMENT TO BE RELIED UPON

The parties may decide to enter into a written agreement captioned “Agreement To Be Relied Upon” during the collaborative family law process that they intend shall survive and be binding after the process terminates, even if the process fails. They understand that such a written agreement, referred to as an “Agreement To Be Relied Upon,” shall be signed by both of them during the collaborative family law process and shall be legally enforceable and shall survive the termination of the process. It may be presented to the court as a basis for an order, and the court may make it retroactive to the date of the written agreement. Similarly, once a final agreement addressing all collaborative matters is signed, such agreement is legally enforceable and may be presented to the court in a subsequent action.

ATTORNEY FEES AND EXPENSES

The parties acknowledge and agree that each party must have resources available for payment of collaborative family lawyer fees and related necessary expenses, including the fees and expenses of all nonparty participant experts and other collaborative family law process team members. The parties agree to make resources available for these purposes during the Collaborative Family Law Process.

LEGAL PROCESS

Court Proceedings: Unless otherwise agreed, or in the case of an emergency, prior to reaching final agreement on all issues, no Summons and Complaint will be served or filed, nor will any other motion or document be prepared or filed which would initiate court intervention unless otherwise agreed. When the parties have reached a final agreement, the parties will file jointly for a dissolution of marriage/domestic partnership. Alternatively, by agreement of the parties, they may file for a legal separation, or one party may file for an uncontested divorce. Neither party nor that party’s collaborative family lawyer will use court intervention during the Collaborative Family Law Process, unless it is mutually agreed, or in the case of an emergency.

Withdrawal from Collaborative Family Law Process: If a party decides to withdraw from the Collaborative Family Law Process, prompt written notice will be given to the other party through his or her collaborative family lawyer. Upon withdrawal from the Collaborative Family Law Process, there will be a thirty (30) day waiting period (unless there is an emergency) before any court hearing to permit the other party to retain another lawyer and make an orderly transition. All Agreements To Be Relied Upon, and any

other written temporary agreements, will remain in full force and effect during this period. The intent of this provision is to avoid surprise and prejudice to the rights of the other party. It is therefore mutually agreed that either party may bring this provision to the attention of the court in requesting a postponement of a hearing.

The parties understand and agree that, if either party withdraws from the Collaborative Family Law Process and the case proceeds to litigation, any attorney who has represented any party in this Collaborative Family Law Process, including any other attorney in the same firm, shall withdraw and shall not represent the party in the litigation process, as provided in Section 3105.45 of the Revised Code.

OTHER RIGHTS AND OBLIGATIONS PENDING SETTLEMENT

The parties understand that, without filing a court action, neither party is restrained by court order from any act. However, the parties agree to the following, until further written agreement by the parties:

(1) Neither party will harass, annoy, interfere with, harass by telephone, assault, or cause bodily harm to the other party.

(2) Neither party will sell, damage, destroy, remove, encumber, dispose of, lessen the value of, or in some manner hide any asset belonging to either or both of the parties.

(3) Neither party will change beneficiaries on any life insurance policies, fail to pay the premiums thereon, cancel or cash in said policies, or permit said policies to lapse, or otherwise change the status of said policies.

(4) Neither party will withdraw, spend, encumber, or dispose of funds deposited in financial institutions, including but not limited to bank accounts (except checking accounts), savings accounts, money markets, credit unions, pension plans, or certificates of deposit.

(5) Neither party will contract upon the other's credit in some manner, or incur any debt to which the other may be obligated.

(6) Neither party will relocate any of the parties' minor children from the county in which they now reside or to a location that would interfere with school attendance in their present school district.

(7) Neither party will conceal the whereabouts of any of their minor children during the pendency of the Collaborative Family Law Process.

ACKNOWLEDGMENT OF RIGHTS

The parties have chosen the Collaborative Family Law Process to reduce emotional and financial costs, and to generate a final agreement that addresses their needs and concerns. They agree to work in good faith to achieve these goals. The parties acknowledge that, by dissolving their marriage by agreement, they will be waiving the following rights that would otherwise be available to them through the litigation process:

(1) The right to formal discovery, including but not limited to discovery of assets and liabilities.

(2) The right to have each and every item of marital property valued and to have the court resolve any disputes between them with respect to valuation.

(3) The right to have a court divide the marital property in a manner that the court determines to be equitable under Ohio law.

(4) The right to have a court decide what is reasonable and appropriate in terms of a spousal support order.

(5) The right to have a court decide the allocation of parental rights and responsibilities for any child of this marriage.

TERMINATION OF COLLABORATIVE FAMILY LAW PROCESS

This Collaborative Family Law Process shall terminate upon the occurrence of any event listed in Section 3105.44 of the Ohio Revised Code.

STAY OF DIVORCE PROCEEDINGS

The parties both agree that they will promptly instruct their litigation counsel to stay the pending divorce proceedings for a period of ninety (90) days in favor of pursuing the Collaborative Process.

By signing below, both parties acknowledge that they have read and received a copy of this Agreement, and they agree to abide by its terms.

_____	_____
SIGNATURE OF HUSBAND	DATE OF SIGNATURE
_____	_____
SIGNATURE OF WIFE	DATE OF SIGNATURE

ACKNOWLEDGEMENT OF LEGAL REPRESENTATION OF PARTIES:

I, _____, confirm that I will represent _____, in the Collaborative Family Law Process hereunder:

_____	_____
Signature of Lawyer	Date of Signature

I, _____, confirm that I will represent _____, in the Collaborative Family Law Process hereunder:

_____	_____
Signature of Lawyer	Date of Signature

**ADDENDUM NO. 1 TO COLLABORATIVE FAMILY LAW PARTICIPATION AGREEMENT
ACKNOWLEDGMENT OF INFORMED CONSENT**

The persons designated as Wife and Husband below have individually and collectively decided to enter into a collaborative family law participation agreement. In doing so, Wife and Husband have individually and collectively determined that it is in their best interest to avoid litigation and to utilize a collaborative family law process as their alternative dispute resolution process of choice.

Both Wife and Husband acknowledge that, prior to entering into a collaborative family law participation agreement, she/he has individually received, from her or his own collaborative family lawyer of choice, information concerning the possible risks and possible benefits of litigation and each alternative dispute resolution process available. Each party hereby acknowledges the following summary to be consistent with her or his understanding of the options available and some of the possible risks and benefits associated with each option:

 H I. LITIGATION
 W

A. Possible benefits may include:

1. The court can issue temporary orders restraining, among other things, the wrongful dissipation of assets, generally on an immediate basis.
2. The court can issue other temporary orders, regarding matters such as parenting rights and support obligations, although such orders may take weeks or months.
3. The court can enforce the discovery of necessary information and may impose sanctions for failure to comply with the discovery process.
4. If any issues are not ultimately settled, the court will hear evidence at a trial, apply whatever mandates are prescribed by the law, and then make a decision disposing of all remaining disputes.

B. Possible risks may include:

1. Adversarial process, in a non-private forum, and position-based bargaining increase relational costs (i.e., increase likelihood of long-term impairment of the parties' ability to directly communicate and interact with each other in a dignified, effective manner).
2. Increased conflict between the parties increases the negative impact upon their children.
3. The parties cede control in favor of the court making decisions for them, which decisions are necessarily made from a more limited, non-customized set of options, after consideration of only the information that is admissible under technical rules of evidence, and often neither party emerges as a clear winner.
4. The time consumed by, and resulting legal fees involved in, pursuing formal discovery proceedings, temporary order contests, trial and possible appellate court proceedings can take a substantial toll, emotionally and financially, upon both parties.

 H II. ARBITRATION
 W

A. Possible benefits may include:

1. Unlike litigation, a third party lawyer is selected and hired to act as a private judge, so that the case can be heard in a private forum and on a time scheduled determined by the parties.
2. The scope of an arbitrator's powers and role is determined by the parties' agreement to utilize arbitration. An arbitrated decision may be binding on the parties.

B. Possible risks may include:

1. The allocation of parenting time and responsibilities cannot be absolutely determined by an arbitrator, meaning that court intervention will still be required on these issues if they are not settled by agreement.
2. Arbitration utilizes the adversarial process, like litigation, and therefore many of the same risks of litigation (increased relational costs, ceding control over decision-making, etc.) still apply.

 H III. MEDIATION
 W

A. Possible benefits may include:

1. A third party neutral facilitates resolution by direct, face-to-face negotiations between the parties.
2. Parties retain control over decision making so that each party's needs and interests, along with a wider variety of options, are generally given consideration, not just the evidence and the laws as in adversarial processes such as litigation or arbitration.
3. As opposed to litigation or arbitration, it is a process that can more effectively address the interpersonal issues that can obstruct resolution.

B. Possible risks may include:

1. The neutral mediator cannot individually counsel either party or do much to level unequal bargaining positions between parties.
2. The neutral mediator is limited in his/her ability to facilitate the discovery of necessary information in the face of one party's obstructive behavior.
3. Since the parties' lawyers generally do not participate directly in the negotiations, the lawyers remain unaligned with the process, resulting in a greater risk that the mediated agreement may be scuttled when each party receives her or his lawyer's critique.

 H **IV. EARLY NEUTRAL EVALUATION**
 W

A. Possible benefits may include:

1. Parties retain an experienced family lawyer to act as a neutral educator, consultant and evaluator to assist them in exploring the range of options and creative solutions that might be available for their consideration.
2. Neutral Evaluator guides the parties through a checklist of subjects that should be discussed and included within a separation agreement and shared parenting plan. Neutral Evaluator may use mediation techniques and skills to facilitate problem solving discussions between parties, and, in the event of an impasse, the Neutral Evaluator is authorized by the parties to give them a non-binding advisory opinion on a solution that the Evaluator believes would be reasonable and appropriate considering the particular circumstances of the parties.
3. Neutral Evaluator does not render any individual, personal legal advice to either party, and does not draft any dissolution pleadings or other documents for the parties. At end of this process, parties are referred to collaborative lawyers for personal advice and drafting of any necessary documents. However, in most cases, the total time and expense involved in completing the dissolution of marriage process can be reduced significantly by starting with early neutral evaluation.

B. Possible risks may include:

1. This option may not be appropriate or effective in cases where parties are in high conflict, or one party has a significant personality disorder.
2. Since the parties' lawyers generally do not participate directly in the negotiations, the lawyers remain unaligned with the process, resulting in a risk that any agreement may be scuttled when each party receives her or his lawyer's critique.

 H **V. NEGOTIATION WITHOUT A COLLABORATIVE FAMILY LAW PARTICIPATION AGREEMENT**
 W

A. Possible benefits may include:

1. Parties may choose to use interest-based or position-based bargaining, and negotiations can take place either in four-way meetings or between the lawyers.
2. Unlike a collaborative process, the lawyers are not retained for a limited purpose and each party can keep her or his same counsel to litigate unresolved issues.

B. Possible risks may include:

1. Unlike mediation or a collaborative process, protocols and processes are not as clearly defined, decreasing the likelihood of resolution and increasing the likelihood that a party will resort to litigation.
2. The possibility that the lawyers may at some point be adversaries in litigation can negatively impact the level of trust that may be necessary to resolve issues (especially in an interest-based negotiation) because, like in litigation, the attorneys are still simultaneously pursuing settlement and preparing for trial.

 H **VI. NEGOTIATION WITH A COLLABORATIVE FAMILY LAW PARTICIPATION AGREEMENT**

**ADDENDUM NO. 2 TO COLLABORATIVE FAMILY LAW PARTICIPATION AGREEMENT
EXCHANGE OF INFORMATION CONSENT FORM**

We, _____ and _____, request and authorize our respective collaborative family law process team members, as identified below, to exchange collaborative family law communications and other case information with each other and with such additional non-party participant professionals (experts) who may join the team. While this exchange of information is for the purpose of better facilitating our collaborative family law process, the exchange of all such information may be for any collaborative matter related in any way to our collaborative family law process. We understand that the transmission and exchange of any such information may occur in oral, written and electronic form. When such additional professionals (experts) join the team, subsequent to the initial date on which we have signed the Collaborative Family Law Participation Agreement and this Addendum, this Addendum shall be initialed by us, with the names of the additional non-party participant professionals (experts) added.

This consent will terminate on the effective date of the court order terminating our marriage, other final order (e.g. permanent legal separation) or other final agreement on our collaborative family matters, unless either one, or both, of us terminates this consent earlier, in which event we understand that in order to be an effective unilateral termination, the party who is terminating this Consent must give written notification to all who are on the collaborative family law process team, which notice may occur in electronic form.

Collaborative Family Lawyer for Husband: _____

Collaborative Family Lawyer for Wife: _____

Collaborative Family Coach (Neutral): _____

Collaborative Family Coach for Husband: _____

Collaborative Family Coach for Wife: _____

Collaborative Financial Neutral: _____

Collaborative Child Specialist (Neutral): _____

Other Non-Party Participant (Describe Role): _____

Other Non-Party Participant (Describe Role): _____

Other Non-Party Participant (Describe Role): _____

Signature of Husband

Date

Signature of Wife

Date

**Collaborative Law in the Courts:
An Oxymoron or an Innovative Idea?**

Honorable James Brown, Franklin County
Elaine Buck, JD
Susan Moussi, CPA, CFP®, CDFA
Amy Armstrong, LISW

The Supreme Court of Ohio
Dispute Resolution
Conference 2020

1

Components of Collaborative Law

- Participation Agreement with Disqualification Provision
- Multidisciplinary Team
 - Attorneys
 - Neutral Family Coach, Neutral Financial Professional
- Screening
 - Determine issues requiring special attention
 - Create appropriate professional team
 - Utilize necessary resources

The Supreme Court of Ohio
Dispute Resolution
Conference 2020

2

The Supreme Court of Ohio
Dispute Resolution
Conference 2020

3

Collaborative Practice or Litigation?

- Similarities and differences
- Advantages and disadvantages
- Expanded creativity with Collaborative Team
 - Law is one source of information; presented by attorneys collectively
 - Interests are primary source of information from which to make decisions
- Team creates a structured process to manage case

The Seventh Circuit of Ohio
Dispute Resolution
Conference 2020

4

How Can Collaborative Practice Assist the Courts?

Provide process option that provides:

- Mutual Civility
- Privacy
- Flexibility and creativity
- Client-directed timeline
- Reduction of case load
- Focus: limit issues

The Seventh Circuit of Ohio
Dispute Resolution
Conference 2020

5

How Can the Courts Support Collaborative Practice?

- Enforce agreements to be relied upon
- Provide an option for resolution for narrow issues upon impasse
- Transfer the case to litigation with full disclosure of financial information completed
- Educate public and/or promote Collaborative Practice among other dispute resolution processes
- Partner with the collaborative community on pro bono representation programs, trainings, and other projects

The Seventh Circuit of Ohio
Dispute Resolution
Conference 2020

6

Effectiveness of CP with Complex Cases

Complicated financials including:

- High net worth or high debt
- Gray divorce
- Complex assets
- Challenging cash flow situation
- Financially inexperienced or uneducated individuals

The Summit Group of Ohio **2020**
Dispute Resolution
Conference

7

Effectiveness of CP with Complex Cases, cont.

Complex interpersonal dynamic including:

- Estrangement or alienation
- Special needs child(ren)
- Substance abuse
- Physical or emotional abuse allegations
- Complex personality issues
- High stress

The Summit Group of Ohio **2020**
Dispute Resolution
Conference

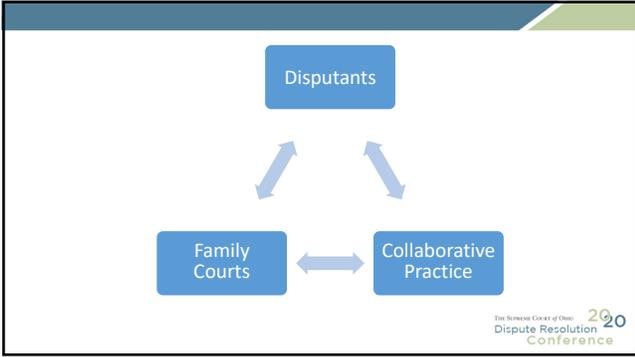
8

Mutual support between Family Courts and Collaborative Practice

- Time and frequency of contact to facilitate reintegration or treatment plan
- Case management
- Turn to the Collaborative table or Courts as needed

The Summit Group of Ohio **2020**
Dispute Resolution
Conference

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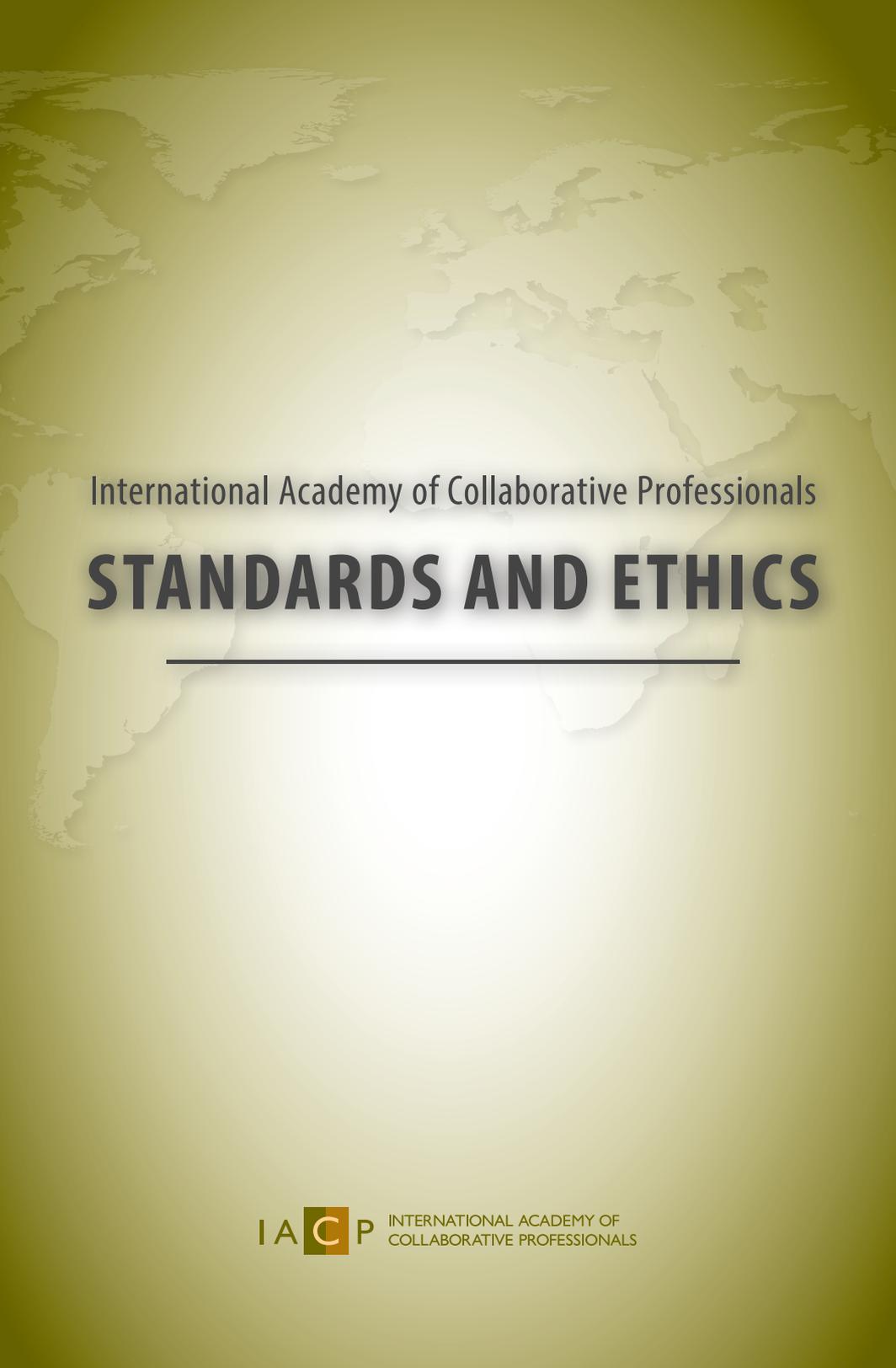


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Thank You

The Supreme Court of Ohio
Dispute Resolution
Conference 2020

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International Academy of Collaborative Professionals

STANDARDS AND ETHICS

International Academy of Collaborative Professionals

STANDARDS AND ETHICS

CONTENTS:

1. Preface
2. IACP Definition of Collaborative Practice
3. IACP Minimum Ethical Standards for Collaborative Professionals
4. IACP Minimum Standards for Collaborative Practitioners
5. IACP Minimum Standards for Introductory Collaborative Practice Trainings and Introductory Interdisciplinary Collaborative Practice Trainings
6. IACP Minimum Standards for Collaborative Practice Trainers

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 Practice¹

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.

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

IACP Minimum Ethical Standards for Collaborative Professionals²

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- I. General Standards Applicable to All Collaborative Professionals
 - 1.0 Terminology
 - A. Collaborative Practice
 - B. Collaborative Professional
 - C. Conclusion
 - D. Material Information
 - E. Participation Agreement
 - F. Proceeding
 - G. Resolution
 - H. Termination
 - 1.1. Resolution of Conflicts between IACP Ethical Standards and Requirements Regulating Professionals
 - 1.2 Competence
 - 1.3 Priority of Client Interests
 - 1.4 Confidentiality and Privilege
 - A. Confidentiality—General Rule
 - B. Confidentiality Before the Participation Agreement Is Signed
 - C. Protecting Privilege and Confidentiality
 - 1.5 Promoting Collaborative Practice
- II. Commencing the Collaborative Process
 - 2.1 Commencement of the Collaborative Process
 - 2.2 Required Process Disclosures
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- III. The Collaborative Process
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- IV. Conclusion of the Collaborative Process
 - 4.1 Conclusion
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 - 4.3 Notice Requirement in Case of Termination
 - 4.4 Professional Services after Resolution of Process
 - A. Child Specialists and Coaches
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 - C. Collaborative Lawyers
 - 4.5 Professional Work after Termination of Process

²Initially 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 Practitioners³

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

³Minimum 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 Trainings⁴

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;

⁴The 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 Trainers⁵

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.

⁵The 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.

OHIO COLLABORATIVE FAMILY LAW ACT

3105.41 DEFINITIONS FOR SECTIONS 3105.41 TO 3105.54.

As used in sections 3105.41 to 3105.54 of the Revised Code:

(A) "Collaborative family law communication" means any statement that occurs after the parties sign a collaborative family law participation agreement and before the collaborative family law process is concluded and that is made for the purpose of conducting, participating in, continuing, or reconvening a collaborative law process.

(B) "Collaborative family law participation agreement" means an agreement by persons to participate in a collaborative family law process.

(C) "Collaborative family law process" means a procedure intended to resolve a matter without intervention by a court in which parties sign a collaborative family law participation agreement and are represented by collaborative family lawyers.

(D) "Collaborative family lawyer" means a lawyer who represents a party in a collaborative family law process but does not include a lawyer who is a public official and who does not represent individuals other than public officials in their official capacities.

(E) "Collaborative matter" or "matter" means a dispute, transaction, claim, problem, or issue for resolution that arises under Title XXXI of the Revised Code and is described in a collaborative family law participation agreement. The term includes a dispute, claim, or issue in a proceeding.

(F) "Family or household member" has the same meaning as in section 3113.31 of the Revised Code.

(G) "Law firm" means an association of lawyers who practice law together in a partnership, professional corporation, sole proprietorship, limited liability company, or other association, lawyers employed in a legal services organization, the legal department of a corporation or other organization, or the legal department of a government or governmental subdivision, agency, or instrumentality.

(H) "Nonparty participant" means a person, other than a party and the party's collaborative family lawyer, that the parties expressly designate in writing, in a collaborative family law participation agreement or an amendment to that agreement, to participate in a collaborative family law process.

(I) "Party" means a person that signs a collaborative family law participation agreement and whose consent is necessary to resolve a matter.

(J) "Person" means an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, public corporation, government or governmental subdivision, agency, or instrumentality, or any other legal or commercial entity.

(K) "Proceeding" means a judicial, administrative, arbitral, or other adjudicative process before a court, including related prehearing and posthearing motions, conferences, and discovery.

(L) "Public official" means an officer or employee of the state or any political subdivision of the state.

(M) "Record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

(N) "Related to a collaborative family law matter" or "related to a matter" means involving the same parties, transaction or occurrence, nucleus of operative fact, claim, issue, or dispute as a matter.

(O) "Sign" means, with present intent to authenticate or adopt a record, to do either of the following:

(1) Execute or adopt a tangible symbol;

(2) Attach to or logically associate with the record an electronic symbol, sound, or process.

3105.42 LAWS APPLICABLE TO COLLABORATIVE FAMILY LAW PARTICIPATION AGREEMENT.

(A) Sections 3105.41 to 3105.54 of the Revised Code apply to a collaborative family law participation agreement that meets the requirements of section 3105.43 of the Revised Code and is signed on or after the effective date of this section.

(B) A court may not order a party to participate in a collaborative family law process over that party's objection.

**3105.43 COLLABORATIVE FAMILY LAW PARTICIPATION AGREEMENTS;
MANDATORY INCLUSIONS.**

(A) A collaborative family law participation agreement must be in a record, be signed by the parties, and include all of the following:

- (1) A statement of the parties' intent to resolve a matter through a collaborative family law process under sections 3105.41 to 3105.55 of the Revised Code;
- (2) A description of the nature and scope of the matter;
- (3) The identity of the collaborative family lawyer who represents each party in the collaborative family law process;
- (4) A statement by each collaborative family lawyer confirming the lawyer's representation of a party in the collaborative family law process.

(B) Parties to a collaborative family law participation agreement may agree to include additional provisions not inconsistent with sections 3105.41 to 3105.54 of the Revised Code.

3105.44 COLLABORATIVE FAMILY LAW PROCESS.

(A) A collaborative family law process begins when the parties sign a collaborative family law participation agreement.

(B) A collaborative family law process is concluded by any of the following:

- (1) A negotiated resolution of the matter as evidenced by a signed record;
- (2) A negotiated resolution of a portion of the matter as evidenced by a signed record in which the parties agree that the remaining portions of the matter will not be resolved in the collaborative family law process;
- (3) Termination of the process under division (C) of this section.

(C) A collaborative family law process terminates when any of the following occurs:

- (1) A party gives notice in a record that the collaborative family law process is ended.
- (2) A party does either of the following:
 - (a) Begins a proceeding related to the collaborative family law matter without the agreement of all parties;
 - (b) In a pending proceeding related to the collaborative family law matter, does any of the following:
 - (i) Initiates a pleading, motion, order to show cause, or request for a conference with the court;
 - (ii) Requests that the proceeding be put on the court's docket;
 - (iii) Takes similar action requiring notice to be sent to the parties;
 - (iv) Except as otherwise provided by division (E)(2) of this section, discharges a collaborative family lawyer.
- (3) A collaborative family lawyer withdraws from further representation of a party.
- (4) Termination occurs in any other way provided for in the collaborative family law participation agreement.

(D) A party may terminate a collaborative family law process with or without cause. A notice of termination need not specify a reason for terminating the process.

(E)

(1) A collaborative family lawyer who is discharged or who withdraws shall give prompt notice in a record of the discharge or withdrawal to all other parties.

(2) Notwithstanding the discharge or withdrawal of a collaborative family lawyer, a collaborative family law process continues if the unrepresented party engages a successor collaborative family lawyer, and, in a signed record, all parties consent to continue the process by reaffirming the collaborative family law participation agreement, the collaborative family law participation agreement is amended to identify the successor collaborative family lawyer, and the successor collaborative family lawyer confirms the lawyer's representation of a party in the collaborative family law process.

(F) A collaborative family law process does not terminate if, with the consent of all parties, a party requests a court to approve a negotiated resolution of the matter or any portion of the matter as evidenced by a signed record.

3105.45 REPRESENTATION BY COLLABORATIVE FAMILY LAWYER.

(A) Except as otherwise provided in division (C) of this section, a collaborative family lawyer may not appear before a court to represent a party in a proceeding related to the collaborative family law matter. A collaborative family lawyer representing a party that is a government or governmental subdivision, agency, or instrumentality is subject to disqualification under this division.

(B) Except as otherwise provided in division (C) of this section, a lawyer in a law firm with which the collaborative family lawyer is associated may not appear before a court to represent a party in a proceeding related to the collaborative family law matter if the collaborative family lawyer is disqualified from doing so under division (A) of this section.

(C) A collaborative family lawyer or a lawyer in a law firm with which the collaborative family lawyer is associated may represent a party for the following purposes:

(1) To ask a court to approve an agreement resulting from the collaborative family law process;

(2) To seek or defend an emergency order to protect the health, safety, welfare, or interests of a party or of a family or household member of a party if a successor lawyer is not immediately available to represent the party or family or household member of the party. If a successor lawyer is not immediately available to represent the party or family or household member of the party, divisions (A) and (B) of this section do not apply until a successor lawyer assumes representation of the party or family or household member of the party or reasonable measures are taken to protect the health, safety, welfare, or interests of the party or family or household member of the party.

3105.46 INFORMAL DISCLOSURE OF INFORMATION.

During the collaborative family law process, at the request of another party, a party shall make timely, full, candid, and informal disclosure of information related to the collaborative matter without formal discovery and shall update promptly information that has materially changed. Parties may define the scope of disclosure, except as otherwise provided by law.

3105.47 APPLICABILITY OF PROFESSIONAL RESPONSIBILITY PROVISIONS.

Sections 3105.41 to 3105.54 of the Revised Code do not affect the professional responsibility obligations and standards applicable to a lawyer or other licensed professional or the statutory obligation of a person to report abuse or neglect of a child or adult.

3105.48 CONFIDENTIALITY OF COMMUNICATIONS.

A collaborative family law communication is confidential to the extent agreed by the parties in a signed record or as provided by the law of this state.

3105.49 PRIVILEGED COMMUNICATIONS.

(A) Subject to sections 3105.50 and 3105.51 of the Revised Code, a collaborative family law communication is privileged under division (B) of this section, is not subject to discovery, and is not admissible in evidence.

(B) In a proceeding, the following privileges apply:

(1) A party may refuse to disclose, and may prevent any other person from disclosing, a collaborative family law communication.

(2) A nonparty participant may refuse to disclose, and may prevent any other person from disclosing, a collaborative family law communication of the nonparty participant.

(C) Evidence or information that is otherwise admissible or subject to discovery does not become inadmissible or protected from discovery solely by reason of its disclosure or use in a collaborative family law process.

3105.50 WAIVER OF PRIVILEGES.

(A) A privilege under section 3105.49 of the Revised Code may be waived in a record or orally during a proceeding if it is expressly waived by all parties and, in the case of the privilege of a nonparty participant, it is also expressly waived by the nonparty participant.

(B) A person that discloses or makes a representation about a collaborative family law communication that prejudices another person in a proceeding may not assert a privilege under section 3105.49 of the Revised Code relating to that communication.

3105.51 COMMUNICATIONS NOT SUBJECT TO PRIVILEGE.

(A) There is no privilege under section 3105.49 of the Revised Code for a collaborative family law communication that is any of the following:

- (1) Available to the public under section 149.43 of the Revised Code or made during a session of a collaborative family law process that is open, or is required by law to be open, to the public;
- (2) A threat or statement of a plan to inflict bodily injury or commit a crime of violence;
- (3) Intentionally used to plan a crime, commit or attempt to commit a crime, or conceal an ongoing crime or ongoing criminal activity;
- (4) In an agreement resulting from the collaborative family law process, evidenced by a record signed by all parties to the agreement.

(B) The privileges under section 3105.49 of the Revised Code for a collaborative family law communication do not apply to the extent that a communication is either of the following:

- (1) Sought or offered to prove or disprove a claim or complaint of professional misconduct or malpractice arising from or related to a collaborative family law process;
- (2) Sought or offered to prove or disprove abuse, neglect, abandonment, or exploitation of a child, unless a children's or protective service agency or an adult protective services agency is a party to or otherwise participates in the collaborative family law process.

(C) There is no privilege under section 3105.49 of the Revised Code if the communication is sought in connection with or offered in any criminal proceeding involving a felony, a delinquent child proceeding based on what would be a felony if committed by an adult, or a proceeding initiated by the state or a child protection agency in which it is alleged that a child is an abused, neglected, or dependent child.

(D) There is no privilege under section 3105.49 of the Revised Code if a court finds, after a hearing in camera, that the party seeking discovery or the proponent of the evidence has shown that the evidence is not otherwise available, the need for the evidence substantially outweighs the interest in protecting confidentiality, and the collaborative family law communication is sought or offered in a criminal action or in a proceeding seeking rescission or reformation of a contract arising out of the collaborative family law process or in which a defense to avoid liability on the contract is asserted.

(E) If a collaborative family law communication is subject to an exception under division (B), (C), or (D) of this section, only the portion of the communication necessary for the application of

the exception may be disclosed or admitted.

(F) Disclosure or admission of evidence excepted from the privilege under division (B), (C), or (D) of this section does not render the evidence or any other collaborative family law communication discoverable or admissible for any other purpose.

(G) The privileges under section 3105.49 of the Revised Code do not apply if the parties agree in advance in a signed record, or if a record of a proceeding reflects agreement by the parties, that all or part of a collaborative family law process is not privileged. This division does not apply to a collaborative family law communication made by a person that did not receive actual notice of the agreement before the communication was made.

3105.52 EFFECT OF FINDING OF INTENT TO MAKE AN AGREEMENT.

Even though a collaborative family law participation agreement fails to meet the requirements of section 3105.43 of the Revised Code, a court may find that the parties intended to enter into a collaborative family law participation agreement if the parties signed a record indicating an intention to enter into a collaborative family law participation agreement and the parties reasonably believed they were participating in a collaborative family law process. If a court makes such a finding, sections 3105.41 to 3105.54 of the Revised Code apply to the same extent as if the parties had entered into a valid collaborative family law participation agreement.

3105.53 ELECTRONIC SIGNATURES.

Sections 3105.41 to 3105.54 of the Revised Code modify, limit, and supersede the "Electronic Signatures in Global and National Commerce Act," 114 Stat. 464, 15 U.S.C. 7001, et seq., but do not modify, limit, or supersede section 101(c) of that act, 15 U.S.C. 7001(c), or authorize electronic delivery of any of the notices described in section 103(b) of that act, 15 U.S.C. 7003(b).

3105.54 SHORT TITLE.

Sections 3105.41 to 3105.54 of the Revised Code may be cited as the "Ohio collaborative family law act."

AGENDA – FIRST JOINT COLLABORATIVE FAMILY LAW MEETING

Parties:
Attorneys:
Neutrals:
Family Coach:
Financial:
Date/Time:
Place:

Note Taker for First Meeting: _____. Notes to be approved and signed by Parties at end of this meeting or shortly after meeting (but always prior to next meeting), and these notes will serve as Minutes of this meeting, with Notes to also include any photos taken (by cell phone) of any “white sheets” prepared during the meeting, as well as any papers prepared for and reviewed and discussed during this meeting.

1. **Confirmation** (led by _____) that the Collaborative Family Law Participation Agreement and all Addenda are fully executed, and everyone has a copy (either photocopy or electronic copy). (NOTE: Prior to this meeting, the Parties have reviewed Agreement and all Addenda and discussed any questions or concerns with his/her attorney.)

Does anyone have any questions regarding the Agreement or Addenda? Confirm execution.

NOTES:

2. **Confirmation that prior to today** (led by _____), parties have discussed with his/her attorney the **overview of joint meetings**: structure and communication requirements of the Collaborative Process for our joint meetings:

- Agenda for every meeting, in advance of the meeting. (See statement at end of the Agenda for this meeting, which will be on every meeting Agenda.)
- Adding issues to Agenda prior to meeting
- Minutes of the meetings, to be signed by the Parties
- Communications between/among the professionals outside of the meetings
- Need for positive framework for communications between the Parties, both within the meetings and outside of the meetings. (Communications outside of the collaborative process will be discussed more specifically later in this meeting.)

NOTES:

Each party did confirm _____ (check here), OR if one party did not confirm:

_____.

Does either party have any question regarding the foregoing?

3. **Confirmation that prior to today** (led by _____), parties have discussed with his/her attorney the **overall Collaborative Process** from the beginning to reaching final agreement:

- Identification and Discussion of each Party's Interests and Goals (This may be revisited and revised over the course of the process, as needed or desired by either party.)
- Financial Disclosure
 - Identification, Valuation of Assets (including appraisals of assets) and Debts
 - Income From All Sources and Cash Flow Analysis
- Obtain any other financial or non-financial information which is needed or may be beneficial
- Discuss Options and Alternatives (Brainstorming) related to the following:
 - Create Plan/Reach Agreement on Terms Re Allocation/Distribution of Marital Assets and Debts
 - Create Plan/Reach Agreement on Terms Re Spousal Support
 - Create Plan/Reach Agreement on all Terms re Child (Time Allocation, Child Support).
 - In Brainstorming, all ideas are listed and none should be immediately rejected.
 - Reaching Final Agreement on all issues
 - Separation Agreement (Allocation of all assets and liabilities between the Parties, Spousal Support) and Shared Parenting Plan

NOTES:

Each party did confirm _____ (check here), OR if one party did not confirm:
_____.

Does either party have any question regarding the foregoing?

4. **Confirmation that prior to today** (led by _____), parties have discussed with his/her attorney the **overview of the dissolution** or uncontested divorce court procedures.

- Brief discussion of filing options—Dissolution or Uncontested/Agreed Divorce
- Court documents required
 - Separation Agreement
 - Shared Parenting Plan
 - Financial Affidavits
 - QDROs/DOPOs
 - Decrees

- Filing/E-filing with court
- Private hearing with private judge—which is when marriage would be terminated. Can be scheduled anytime—no waiting period given this is a collaborative process case.

NOTES:

Each party did confirm ____ (check here), OR if one party did not confirm: ____.

Does either party have any question regarding the foregoing?

5. **Immediate issues** that should be resolved today in this meeting.

- Communication boundaries for parties' communications outside of joint meetings (led by _____)

NOTES:

- Any immediate parenting issues? (led by _____)

NOTES:

- How are the parties currently paying bills and covering living expenses and is there agreement that this status quo can continue during collaborative process? (led by _____)

NOTES:

- Any other immediate financial issues? (led by _____)

NOTES:

- Sources of assets/cash/credit cards available for payment of professional fees incurred in this process? What will be the parties' plan to pay such expenses? (led by _____)

NOTES:

- Other immediate issues? (led by _____)

NOTES:

6. **The Parties' interests and goals, including e.g., timing objectives for completing this process?** (To be led by _____) (We will attach "white sheet(s)" on this topic that are prepared during this discussion.)

Interests and Goals will include the parties' timing objectives for completing this process.

NOTES:

7. **Preliminary Review of Parties' Financial Circumstances** (led by _____). We will attach whatever financial schedules may have been prepared and which are reviewed and discussed during this meeting.

Identification, Valuation, and Allocation of Assets and Debts
Income from All Sources and Cash Flow Analysis
Discussion/overview regarding monthly budget as a helpful tool

NOTES:

Is further information, financial or otherwise related needed at this time? And, if so what?

E.g., Appraisals? What and by whom?
E.g., Valuations of pension/accounts?
Other?

NOTES:

8. Next Step(s) in this Process. (led by _____).

NOTES:

9. Identify/Summarize "TO DO" items assigned to each Party and Professional Team Member before next joint meeting.

a. _____:

b. _____:

c. _____:

d. _____:

e. _____:

f. _____:

**Standard Information Request
In Collaborative Law**

The information below will help in assisting the professional team members as they explore and collaborate ideas and options regarding the financial issues. Please note that this is an initial request and, therefore, it may include items that are not relevant to you and/or it may not ask for all information. This is a standard list of information and as we all work together and review the documents, a more specific request may follow.

Basic Information:

Date of Marriage _____
Place of Marriage _____ (City and State)
Date separated, if applicable _____

Party 1

Party 2

Name: _____
Address: _____

How long have you been a resident of this:
County? _____
State? _____
Former legal/maiden name _____
Telephone: _____
E-mail: _____
Date of Birth: _____
SSN: _____
Driver's License Number _____
Number of prior marriages: _____

Employment:

Job title/occupation: _____
Employer's name: _____
Employer's address: _____

No. of years: _____

Payroll Address _____

Payroll Address _____

Pay status:
___ Salaried: Base Salary \$ _____/yr
___ Hourly; Hourly Rate \$ _____/hr
 Avg. Hrs. Worked per Week: _____
___ Commission/Bonus
Gross wages per pay period¹ \$ _____
Net wages per pay period \$ _____

___ Salaried: Base Salary \$ _____/yr
___ Hourly; Hourly Rate \$ _____/hr
 Avg. Hrs. Worked per Week _____
___ Commission/Bonus
\$ _____
\$ _____

¹ For self-employed individuals, use the most current calendar year information and supply copy of financial statement.

Party 1

Party 2

Paid Cycle:
weekly/biweekly/semimonthly/monthly (circle one)

weekly/biweekly/semimonthly/monthly (circle one)

Total Wages from Three most recent years:

Year:	Amount:
_____	_____
_____	_____
_____	_____

Year:	Amount
_____	_____
_____	_____
_____	_____

Other sources of income (taxable and/or nontaxable)²

Source:	Amount:
_____	_____
_____	_____
_____	_____

Source:	Amount:
_____	_____
_____	_____
_____	_____

Benefits: (please enclose a copy of your employer's benefits booklet)

Health insurance
 Retirement plan:
 Pension
 401(k)/403(b)/Simple
 Other
 Stock options
 Deferred Compensation

Health insurance
 Retirement plan:
 Pension
 401(k)/403(b)/Simple
 Other
 Stock options
 Deferred Compensation

Work History:

Occupation: _____
Education Level/Degree(s)/Certifications: _____

Previous Employer: _____
No. of years: _____

Previous Employer: _____
No. of years: _____

Children:

Names:	Date of birth:	SSN:	Place of Birth
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

² Examples include: Dividends, Interest Income, Rental Income, Royalties, Annuities, Pensions, Retirement Plan Distributions, Social Security, Child Support, etc.

Comments, i.e. status, health:

Residences of children over last five years: Please provide any and all addresses where your children have resided for the past five years, and the name(s) and present address of the person(s) with whom the children resided:

From _____ To _____ Address where resided _____
Resided with _____, whose current address is _____.

From _____ To _____ Address where resided _____
Resided with _____, whose current address is _____.

From _____ To _____ Address where resided _____
Resided with _____, whose current address is _____.

Other Persons for Whom You Provide Support:

Names	Relationship:	Age:	Annual Support:
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

Income & Employment

Please provide the following documentation:

1. Tax returns for the three most current years, including all schedules, W-2s, K-1s and 1099s for each year.
2. Year-end pay statements for the three most current years and current pay statement.
3. Current copy of employment contract, bonus and/or commission programs, etc.
4. If employed, cost of health insurance premiums for individual coverage and premiums for adult plus children.

Property and Debts

Please provide the most current statement for the items listed below, whether joint, individual or custodian accounts. Include all property and debts that you have knowledge of, including those items that were obtained prior to marriage, by gift, or by inheritance. Please identify items received prior to marriage, by gift or by inheritance.

5. Current account statements for checking, savings, college savings, health savings, money market, certificates of deposit, etc.
6. Current account statements for annuities (outside of retirement plans), brokerage, investments, including stocks, bonds, mutual funds, stock options, restricted stock awards, limited partnership holdings, etc.
7. An itemized listing showing all real estate owned, including residence, vacation home, land, rental, etc. For each real estate listing, provide settlement statement, amount of past renovations, if any and current fair market value.
8. Current mortgage, 2nd mortgage, line of credit, home equity statement(s) on real estate owned. For each loan, please provide, monthly loan payment (principal and interest), interest rate, escrow balance and years remaining.
9. Current life insurance policies. For each policy, please provide the name of the insured, the name of the beneficiary(ies), death benefit and most recent cash value statement.
10. For any closely held business interests, including S corporations, C Corporations, Partnerships, LLC's, etc., please provide copies of tax returns for the three most recent years, ownership percentage, operating agreement and current value.
11. Current account statements for retirement plans, which include IRAs, Roth IRAs, SIMPLE IRAs, SEP, 401(k)s, 403(b), 457 plans, 409A Nonqualified deferred compensation, Profit sharing, defined benefit, money purchase and ESOP.
12. Current account statements for pension plans, which include defined benefit plans, including private and government plans (i.e. Social Security Statement, OPERS, STRS, SERS, OP&F and HPRS). Please include Summary Plan Descriptions, if applicable. Please visit www.ssa.gov to obtain a copy of your recent social security statement.
13. Copies of titles or registrations for all automobiles, motorcycles, boats, planes, etc. Please provide owner/driver and current mileage.

14. Current loan statements, for any personal loans, auto loans, student loans, etc.
15. Current credit card account statements. Please provide statements for accounts that have a running outstanding balance.
16. Provide current values or account statements for any other assets, including time shares, cryptocurrency, household furnishings, art collections, gun collections, any other collections, gifts, accounts receivables, credit card miles, airline miles, memberships in country clubs, season tickets, items in safe deposit boxes, items in storage facilities, etc.
17. Please identify any assets or liabilities that you would consider to be nonmarital property, in whole or in part (i.e. a retirement account that was established prior to the marriage, a house that was acquired prior to the marriage, a gift or inheritance that is in a bank/investment account).
18. Provide copy of Prenuptial Agreement, if any.

Trusts:

Party 1 - Have you created grants, insurance, testamentary, generation-skipping, or other trusts? Y N

If yes:

Type: _____

Trustee: _____

Beneficiaries: _____

Party 2 - Has spouse created grantor, insurance, testamentary, generation-skipping or other trusts? Y N

Type: _____

Trustee: _____

Beneficiaries: _____

Trust Beneficiary:

Are you or any member of your immediate family a beneficiary of a trust? Y N

If yes:

Who: _____ Amount expected: _____

Health Insurance Information

(THIS INFORMATION ONLY NECESSARY IF THERE ARE MINOR CHILDREN)

Party 1

Party 2

Are your child(ren) currently enrolled in a low-income government-assisted health care program (Healthy Start/Medicaid)?

Yes No

Yes No

Are you enrolled in an individual (non-group or COBRA) health insurance plan?

Yes No

Yes No

Are you enrolled in a health insurance plan through a group (employer or other organization)?

Yes No

Yes No

If you are not enrolled, do you have health insurance available through a group (employer or other organization)?

Yes No

Yes No

Does the available insurance cover primary care services within 30 miles of the child(ren)'s home?

Yes No

Yes No

Under the available insurance, what would be the annual premium for a plan covering you and the child(ren) of this relationship (not including a spouse)?

\$ _____

\$ _____

Under the available insurance, what would be the annual premium for a plan covering you alone (not including children or spouse)?

\$ _____

\$ _____

If you are enrolled in a health insurance plan through a group (employer or other organization) or individual insurance plan, which of the following people is/are covered:

Yourself?

Yes No

Yes No

Your spouse?

Yes No

Yes No

Minor child(ren) of this relationship?

Yes No

Yes No

Number _____

Number _____

Other individuals?

Yes No

Yes No

Number _____

Number _____

Name of group (employer or organization) that provides health insurance

Address

Phone number
