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## **COLLABORATIVE DIVORCE COACH PARTICIPATION AGREEMENT**

Between **Joy A. Dryer, Ph.D.**, "Divorce Coach", and \_\_\_\_\_, "Client".  
and \_\_\_\_\_, "Client".

You has decided to use a Collaborative Divorce Team for the purpose of working out a settlement with your partner/ spouse regarding one or more of the following matters: division of property, including any residence, investments, retirement accounts, and life insurance; spousal support issues; and arrangements involving children, including living arrangements, access to both parents, and support.

### **I. The Goal of the Collaborative Divorce Team**

The goal of the Collaborative Divorce Team is to assist you, and your partner/spouse, as the separating/ divorcing couple, to work successfully within the Collaborative Divorce model to achieve a resolution of all issues. Working as a Team, we hope to minimize the negative economic, social and emotional consequences common to the traditional adversarial divorce process.

In order to achieve this goal, three independent disciplines work together as the Team to integrate the legal, emotional and financial aspects of divorce. As the Coach member of the Team, my role is to facilitate communication and help structure the process between you and your entire professional Team.

Thus, we enter into this AGREEMENT to make clear our respective understandings of our roles and responsibilities during this collaborative process.

### **II. The Role of the Divorce Coach: My Responsibilities:**

As the coach to you and to your attorney, I agree to work to:

1. Identify and prioritize the concerns and interests.
2. Make effective use of conflict resolution skills.
3. If you have children, develop/augment effective co-parenting skills.
4. Work collaboratively with you and your respective attorneys and any other involved professionals, such as the Financial Advisor and/or Child Specialist, to enhance communication and to reduce misunderstandings.
5. Direct your efforts, and the Team's efforts, towards keeping the collaborative process moving toward resolution in a manner that is consistent with your interests.

### **III. The Role of the Client: Your Responsibilities:**

You each agree to:

1. Work for the best interest of your family as a whole. Respect and transparency are crucial. And, taking responsibility for your own future is an essential ingredient in this process.
2. Sign the Confidentiality Waiver with all members of your Divorce Team. The purpose of signing waivers is to permit the Team professionals to speak freely together in order to facilitate satisfactory resolutions of all issues.
3. Communicate openly and honestly with me to maximize the likelihood of workable arrangements and resolutions between you and your partner/ spouse.

**IV. Understandings: We understand and agree that:**

**1. Coaching is not psychotherapy.** You have retained me for the limited purpose of assisting you through the Collaborative Divorce process. While I am a trained and licensed Clinical Psychologist, I will not be providing psychotherapy or a psychodiagnostic evaluation or diagnosis, and will not assume the professional responsibilities of a psychotherapist. Thus, my services are not reimbursable by insurance. Additionally, I have a legal obligation to be a mandated reporter to the appropriate agency should I suspect any child abuse or neglect.

If you wish therapy or counseling, I will gladly refer you to another professional for longer term or more generalized assistance.

**2. Sharing information** among Team members is essential. I need to discuss your issues and concerns with the other professionals on the Team. You have signed a separate document, the *Confidentiality Waiver* attached hereto, waiving your confidentiality privileges among all members of the Collaborative Divorce Team. Meeting summaries will be shared with you, but many intra-Team communications may not be shared.

**3. Your payment** to me:

Fees are billed for 60 minute meetings, phone calls, or emails, or a prorated calculation at 15 minute intervals of these, depending upon the length of the meeting/call/email.

The retainer is \$ \_\_\_\_\_ for every \_\_\_\_\_ hours.

You agree to pay the expenses according to the following arrangement:: \_\_\_\_\_

**4. My Cancellation Policy** requests that you give me 48-hour advance notice if you can not be available for a prearranged meeting or a phone call. Because appointment times are reserved exclusively for you, you agree to pay the full fee for a late cancellation (less than the 48 hours) or for a missed appointment.

**5. End Policy:** If you decide that the Collaborative Divorce process is no longer viable and you elect to terminate the status of the case as a Collaborative Divorce matter, you agree, in writing, to inform immediately your partner/ spouse, me, and the other Divorce Team professionals involved.

**6.** You waive any right to have me testify in any Court of Law. Under no circumstances will I testify on behalf of, or against, either of you. You agree that by signing this Agreement, you shall not subpoena me to Court.

**7.** You acknowledge that you have read this Agreement, understand all the terms and conditions, and agree to abide by them.

\_\_\_\_\_  
Client's Name (please print)

\_\_\_\_\_  
Date

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Client's Signature

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Client's Name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Divorce Coach's Signature

\_\_\_\_\_  
Date