

**COLLABORATIVE PRACTICE TEAM**  
**STATEMENT OF UNDERSTANDING**  
**(WITH CHILDREN)**

**Introduction**

The essence of “Collaborative Practice” is the participants’ shared belief that it is in the best interest of clients and their families to resolve their differences without resort to litigation.

*The Collaborative Practice Team* uses a collaborative interdisciplinary team approach that integrates the legal, emotional and financial aspects of the divorce. The Team is committed to engaging in informal discussions and conferences with clients to resolve all issues. The collaborative team approach engenders creativity and minimizes the negative economic, social and emotional consequences on clients and their families that litigation exacerbates.

**I. Collaborative Divorce Team**

The interdisciplinary collaborative approach will be accomplished by the use of a Collaborative Team, which consists of two Collaborative Coaches, a Child Specialist in cases involving children, a Financial Specialist, two Collaborative Attorneys and the Clients. The team roles are as follows:

**Collaborative Coaches**

- help clients clarify their concerns;
- help clients manage their emotions;
- help clients develop effective communication skills and reinforce those skills;
- help clients develop effective co-parenting skills and formulate a parenting plan;

**Child Specialist**

- listens to each child;
- sensitizes parents to the needs of each child in the context of the divorce;
- gives information to parents and coaching team to assist in developing an effective co-parenting plan.

**Financial Specialist**

- gathers financial data
- develops different financial scenarios for clients to evaluate;
- provides financial guidance, planning, support and budgeting throughout the divorce process.

### **Collaborative Law Attorneys**

- assist clients in gathering and analyzing information;
- help clients examine needs and interests to develop settlement options and packages;
- help clients evaluate consequences and limitations of possible solutions;
- help clients re-sort values and interests in relation to settlement options being developed and presented;
- set the framework for negotiation.

### **Clients**

- work as a part of the team to develop various options for solutions to problems;
- addresses issues they may have with the process directly with the team.

## **II. Responsibilities of Clients**

We understand that our responsibilities as Clients in the collaborative law process are as follows:

- To work towards settling our case without court intervention or threat of court intervention;
- To give complete, full, honest and open disclosure of all information whether requested or not;
- To engage in vigorous good faith negotiations, taking reasoned positions in all disputes; and where our positions differ, to use our best efforts to create proposals that meet our fundamental needs, compromising as necessary to reach settlement of all issues;
- To avoid using the threat to leave the collaborative process but rather to voice their concerns as a team member;
- To abide by the applicable standing orders of the Superior Courts in the State of Georgia, which require that;
  - a. Neither party will dispose of any assets except: (a) for the necessities of life or for the necessary generation of income or preservation of assets; (b) by an agreement in writing; or (c) to retain counsel to carry on this proceeding;
  - b. Neither party will harass the other party;
  - c. All currently available insurance coverage must be maintained and continued without change in coverage or beneficiary designation;
  - d. Each party agrees to submit to the jurisdiction of the court (county of marital residence);
  - e. Neither party shall cause or permit the minor children of the parties to be removed from the jurisdiction of the court (county of marital residence); and
  - f. As part of their commitment to the Collaborative Process, the parties further agree that neither party shall retain the services of a private investigator or otherwise place the other party under surveillance or

investigate the other party's conduct or assets without that party's knowledge.

### **III. Limitations of Collaborative Process**

In electing the collaborative process, we understand there is no guarantee of success.

We further understand we cannot eliminate concerns about the disharmony, distrust and irreconcilable differences which have led to the current conflict. While we all are intent on striving to reach a cooperative and open solution, success will ultimately depend upon our own commitment to making the process work.

### **IV. Participation with Integrity**

We recognize that in the collaborative law process, clients do assert their respective interests and our respective attorneys will help each of us do so. Cooperation does not mean that a client must put the interests of the other ahead of self (except where it is strategically advantageous to do so). However, we also acknowledge that open and cooperative agreement-making will most likely insure the best outcome for both of us.

In areas which are outside the dispute, such as in changing estate plans and future financial and other activities, we recognize that each of us may continue to act in our own best interest, and not in the other's interest, except as limited by our participation agreement.

As participants in the collaborative process, we are concerned about protecting the privacy, respect and dignity of all involved, including clients, attorneys and Specialists.

Each participant shall uphold a high standard of integrity, and specifically shall not take advantage of inconsistencies and others' miscalculations, but shall disclose them and seek to have them corrected.

### **V. Initial Tasks**

We recognize that among the initial tasks to be accomplished are establishing a temporary parenting agreement; temporary financial arrangements, including payments on debts and support; temporary use of property; and an agreement for payment of fees for both attorneys and other team professionals. We agree to make funds available for these purposes.

### **VI. Children**

In resolving issues about sharing the enjoyment and responsibility of the minor children, we shall, with the help of our attorneys and coaches make every reasonable

effort to reach amicable solutions that promote the best interests of the children. We agree to act quickly to resolve all differences related to the children in a manner that will promote a caring, loving and involved relationship between the children and both parents.

We agree to insulate our children from involvement in our disputes.

## **VII. Specialists**

If specialists outside the Collaborative Process are necessary, we shall retain joint specialists unless otherwise agreed.

## **VIII. Confidentiality and Waivers**

We agree to sign confidentiality waivers with the Collaborative Practice Team so that the team professionals will be able to speak freely with each other for the purpose of facilitating the collaborative team approach. We understand that we may rescind our waivers, but that will most likely result in the end of the collaborative process. We understand that the confidentiality privilege still exists with respect to anyone outside the Collaborative Practice Team that is assisting us, but that the confidentiality privilege may be waived in the following circumstances:

1. If there is reason to believe that one of us is in danger of hurting her or himself;
2. If one of us expresses an intention to hurt someone else;
3. If there is reasonable suspicion that a child, elder or dependent adult is being abused.

## **IX. Abuse of the Collaborative Process**

We understand that collaborative counsel will withdraw from a case as soon as possible if they learn that their client has withheld or misrepresented information or otherwise acted so as to undermine or take unfair advantage of the Collaborative Process. Such actions may include, but are not limited to, the secret disposition of marital or separate property in violation of the Superior Court Standing Order, failure to disclose the existence or the true nature of assets and/or obligations, failure to participate in the spirit of the collaborative process, ongoing emotional or physical abuse of the minor children, or withholding a secret plan or intention to flee the jurisdiction of the court with the children contrary to an agreement or existing court order.

## **X. Disqualification by Court Intervention**

We have signed the Participation Agreement and have agreed to be bound by its specific terms and provisions. We understand that the attorneys' representation is limited to the Collaborative Process. Thus, while an attorney is an advisor, confidant, counselor, advocate and negotiator, he or she may not represent a client in court in any adversarial proceeding should this process terminate without an agreement.

In the event a client or attorney deems it necessary or unavoidable that a filing with the court be done other than the filing of an agreement reached through the Collaborative process, both attorneys will be disqualified to represent either client.

In the event the collaborative process terminates, all members of the Collaborative Practice Team and any other Specialists we have employed will be disqualified as witnesses and their work product, including all content (written and oral) of counseling sessions remains confidential and will be inadmissible as evidence in any court proceedings.

#### **XI. Withdrawal of Team Member**

If any member of the Collaborative Practice Team deems it appropriate to withdraw from the case for any reason, they agree to do so immediately by a written notice to the clients, and other Collaborative Practice Team members. The withdrawal of a collaborative member may be done without terminating the status of the case as a Collaborative Case.

#### **XII. Election to Terminate the Collaborative Law Process**

If either client decides that the collaborative process is no longer appropriate, and elects to terminate the status of the case as a collaborative matter, they agree to do so immediately with written notice of their decision to terminate the other participant and his or her attorney.

The termination of the collaborative process may also occur automatically in the event a participant deems it necessary to proceed to court in an emergency to protect property, himself or herself or the children.

#### **XIII. Selection of New Attorney; Additional Retainer**

Once the status of the case as a collaborative matter is terminated, both attorneys agree to aid their respective clients in the selection of a new attorney.

The clients understand that in retaining new attorneys in the event of the termination of the case, each participant will likely incur an additional retainer.

**XIV. Authorization and Consent**

We hereby authorize each member of the Collaborative Practice Team to communicate by any means, including e-mail, with all other members of the team during the dissolution process. We understand that communication and cooperation among professional team members is an integral part of the collaborative process, and that the express goal of such communication is to assist us in understanding and resolving all issues surrounding settlement. We also understand that safeguards will be used in e-mail communication to protect our privacy. This authorization and consent will terminate upon termination of the collaborative process.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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\_\_\_\_\_

Wife

Husband

\_\_\_\_\_, Esq.

\_\_\_\_\_, Esq.

Attorney for Wife

Attorney for Husband

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Collaborative Coach for Wife

Collaborative Coach for Husband

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Child Specialist

Financial Specialist