

Creekside Psychology Ltd.

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Registered Psychologist, CAP No. 1745

COLLABORATIVE FAMILY LAW

COACHING AGREEMENT ("Contract")

- 1 I, **CLIENT** (Participant), agree to hire **COACH** as a Coach in the Collaborative Family Law Process ("the Collaborative Process").

The Role and Responsibility of the Collaborative Coach

- 2 I agree that the coach will work for me to assist in the Collaborative Process by taking the following actions:
- a. identify and prioritize my issues and interests and assist me in recognizing the issues and interest of the other Participant;
 - b. assist me with the use of effective resolution skills;
 - c. facilitate communication and reduce misunderstandings between me and the other Participant, our lawyers and any other involved professionals;
 - d. help me to focus on the future and move towards a resolution in the Collaborative Process.

Understanding and Commitment of the Participant

- 3 I agree to work with the coach to achieve the following goals:
- a. to work for the best interests of the family as a whole in the Collaborative Process;
 - b. where there are children, to make every effort to reach positive resolutions that promote the children's best interests;
 - c. to maintain the confidentiality of all written or oral content of the coaching or of the collaborative 4-way sessions.

Confidentiality

- 4 I understand and agree that:
- a. by signing this Contract, confidentiality is partially waived to allow my coach to share information with both lawyers, the other participant, and the other professionals involved in the Collaborative Process to facilitate a team approach;
 - b. if either Participant elects to move from a collaborative process into a Court process, the Coaches will not be called as witnesses in the Court proceedings and no materials, either written or oral, with respect to the coaching in the Collaborative Process, will be used in any Court proceedings;
 - c. by signing this Contract, I am waiving privilege or confidentiality if the

Coach has reason to believe that I am in danger of hurting myself, causing harm to another, or there is a reasonable suspicion of child abuse. I understand that if any of these concerns arise, the Coach will have a responsibility to contact the appropriate authorities.

Fees

- 5 I understand that my Coach's fees are charged at the rate of \$_____ per hour (plus GST, if applicable) and I agree to be responsible for the payment of these fees. I acknowledge that this hourly rate applies to all contact with me, either in person, by telephone, or by email or letter, and any consultations, meetings or correspondence with lawyers or other professionals involved in the Collaborative Process. In addition, if I or the lawyers request any documentation to be prepared for the Collaborative Process, this hourly rate will also be charged for the preparation of that documentation.
- 6 I understand that incidental amounts will also be charged for photocopying, faxing, postage, parking, or any other direct expenses incurred as a result of coaching or the Collaborative process and I agree to be responsible for the payment of any incidental amounts charged.
- 7 I understand and agree that:
 - a. a fee of up to one (1) hour of preparation time may be charge for meetings with counsel prior to the 4-way meetings;
 - b. all fees and disbursements are due and payable at the end of each in-person session with my Coach. Alternatively, a financial retainer may be held on account.

Cancellations

- 8 A 24 hour advance notice of cancellation is required. I understand that my appointment time is exclusively reserved for me and that I will be charged the full fee for a later cancellation or missed appointment.

Termination of Contract

- 9 I understand that either I or my coach may choose to terminate this process. If either of us chooses to terminate the Coaching Process, that individual will give the other written notice of same. If I choose to terminate the process, I will immediately pay any outstanding payments from the Coaching Process. If I terminate the Coaching Process without terminating the Collaborative Process, my Coach is authorized to have one (1) final meeting (not to exceed 1 hour), with the Lawyers involved with respect to the Collaborative Process.
- 10 If the Collaborative Process is terminated this automatically terminates the Coaching Contract.

Limitations

- 11 I understand and agree that:
- a. Collaborative divorce coaching does not offer legal or financial advice, although related issues may be discussed as part of the coaching process;
 - b. Collaborative divorce coaching focuses on matters related to the process of divorce and is not the same as counselling or therapy.
- 12 I understand that my coach cannot be my therapist or provide counselling services after the Collaborative Process has been terminated or has ended in accordance with the terms of the Collaborative Family Law Participation agreement. I further understand that my Coach may continue to assist with divorce related matters after the Collaborative Process has ended only as specifically provided for in the final written agreement.

Commitment

- 13 I agree to the above written Contract and will comply with both the written word and spirit of this Contract.

DATED at Edmonton, Alberta this _____ day of _____, 20____.

CLIENT

Participant

COMMITMENT BY COACH

I acknowledge the terms of this Collaborative Family Law Coaching Agreement which has been entered into by **CLIENT**, Participant. I commit to providing assistance in my area of practice which honours both the written word and the spirit of the Contract.

COACH

Coach