

COLLABORATIVE LAW PARTICIPATION AGREEMENT

AMONG: _____ Participant - Husband/Father
-and-
_____ Attorney for Husband/Father
-and-
_____ Husband’s Coach
-and-
_____ Participant - Wife/Mother
-and-
_____ Attorney for Wife/Mother
-and-
_____ Wife’s Coach
-and-
_____ Financial Specialist
-and-
_____ Family Consultant

1.0 GOALS

1.1. We, the Participants, believe that it is in our best interests and the best interests of our minor child(ren) to reach an agreement through the collaborative process rather than by going to Court.

1.2. We agree to use the Collaborative Law process to resolve differences. Collaborative Law is based on:

- honesty (full and complete disclosure of all assets, debts and income);
- satisfying the interests of both parties;
- cooperation;
- integrity;
- professionalism;
- dignity;
- respect; and
- candor.

1.3. Collaborative Law focuses on our **future** well being and the future well being of our child(ren).

1.4. Collaborative Law does **not** rely on Court-imposed solutions.

1.5. Our goals are:

- to resolve our differences in the best interests of our child(ren);
- to eliminate the negative economic, social and emotional consequences of litigation; and
- to find solutions that are acceptable to both of us.

2.0 WE WILL NOT GO TO COURT

2.1. **Out-of-Court.** We commit ourselves to settling this case without going to Court.

2.2. **Disclosure.** We agree to give full and complete disclosure of all information whether requested or not. Any request for disclosure of information will be made informally. We will provide this information promptly.

We acknowledge that by using informal discovery we are giving up certain investigative procedures and methods that would be available to us in the litigation process. We give up these measures with the specific understanding that we make full and fair disclosure of all assets, income, debts and other information necessary for a fair settlement. Participation in the Collaborative Law process, and the settlement reached, is based upon the assumption that we have acted in good faith and have provided complete and accurate information to the best of our

ability. We may be required to sign a sworn statement making full and fair disclosure of our incomes, assets and debts.

2.3. **Settlement conferences.** We agree to engage in informal discussions and conferences to settle all issues. All communication during settlement meetings will focus on the property, financial and parenting issues in the dissolution and the constructive resolution of those issues. We are free to discuss issues in the dissolution with each other outside of the settlement meetings if we both agree and are comfortable doing so. We are also free to insist that these discussions be reserved for the settlement meetings where both attorneys are present.

We understand and acknowledge 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, we agree not to engage in unnecessary discussions of past events.

2.4. **Communication.** We acknowledge that inappropriate communications regarding our dissolution can be harmful to our child(ren). We specifically agree that our child(ren) will not be included in any discussion regarding the dissolution except as described in this Agreement.

Each of us promises not to "spring" discussions on the other in unannounced telephone calls or in surprise visits to the other's residence.

3.0. CAUTIONS

We understand and acknowledge the following:

3.1. **Commitment.** There is no guarantee we will successfully resolve our differences with the Collaborative Law process. Success is primarily dependent upon our commitment to the process. We also understand that this process cannot eliminate concerns about any disharmony, distrust, or irreconcilable differences that have lead to our marriage dissolution.

3.2. **Legal issues.** The Collaborative Law process is designed to resolve the following legal issues:

- Parenting time;
- Financial support of our child(ren), including unreimbursed medical and dental expenses of our minor child(ren), and child care costs, if any;
- Insurance (medical, dental, life);
- Spousal maintenance;
- Division of property and debts;
- Nonmarital property;
- Attorney's fees and costs;

and other issues we may agree to address. While this process is designed to promote a healthy environment for conflict resolution, and enhanced potential for improved communication and parenting skills, this process is not designed to address therapeutic or psychological issues.

When these or other non-legal issues arise, our attorneys may refer us to appropriate experts or consultants.

3.3. **Attorney role.** Although we pledge to be respectful and to negotiate in an interest-based manner, we are each entitled to assert our respective interests, and our attorneys will help us do this in a productive manner. We understand that our attorneys have a professional duty to represent his or her own client diligently and is not the attorney for the other, even though our attorneys share a commitment to the Collaborative Law process.

4.0. ATTORNEYS FEES AND COSTS

We agree that our attorneys are entitled to be paid for their services. We also agree that each of us will pay our own attorney unless otherwise agreed during the Collaborative Law process that one of us will contribute to the other's attorney fees or that marital assets will be used to pay both attorneys' fees.

5.0. PARTICIPATION WITH INTEGRITY

5.1. We will respect each other.

5.2. We will work to protect the privacy and dignity of everyone involved in the Collaborative Law process.

5.3. We will maintain a high standard of integrity and specifically shall not take advantage of any miscalculations or mistakes of others, but shall immediately identify and correct them.

6.0. EXPERTS

6.1. We agree to use neutral experts for any issue that requires expert advice and/or recommendation.

6.2. We will retain any expert jointly unless we agree otherwise in writing.

6.3. We will agree in advance as to the source of payment for the expert's retainer or other fees.

6.4. We agree to direct all experts to assist us in resolving our differences without litigation.

6.5. Unless otherwise agreed in writing, the neutral expert and any report, recommendation, or documents generated by, or any oral communication from, the neutral expert shall be shared with each of us and our respective attorneys and covered by the confidentiality clause of this Agreement.

7.0. CHILD(REN)'S ISSUES

7.1. We agree to act quickly to resolve differences related to our child(ren);

7.2. We agree to promote a caring, loving and involved relationship between our

child(ren) and each parent;

7.3. We agree to work for the best interests of the family as a whole;

7.4. We agree not to involve our child(ren) in our differences; and

7.5. We agree not to remove our minor child(ren) from the State of Minnesota without the prior written consent of the other while the Collaborative Law process is pending.

8.0. WE WILL NEGOTIATE IN GOOD FAITH

8.1. We acknowledge that each attorney represents only one client in the Collaborative Law process.

8.2. We understand that this process will involve good faith negotiation, with complete and honest disclosure.

8.3. We will be expected to take a balanced approach to resolving all differences. Where our interests differ, we will each use our best efforts to create proposals that are acceptable to both of us.

8.4. None of us will use threats of litigation as a way of forcing settlement although each of us may discuss the likely outcome of going to Court.

9.0. RIGHTS AND OBLIGATIONS PENDING SETTLEMENT

We acknowledge the signing of a Joint Petition for the purpose of commencing a dissolution of marriage proceeding. Although we have agreed to work outside the judicial system, we agree to be bound by the following notices as if a Summons had been served on each of us:

NOTICE OF TEMPORARY RESTRAINING AND ALTERNATIVE DISPUTE RESOLUTION PROVISIONS

UNDER MINNESOTA LAW, SERVICE OF THIS SUMMONS MAKES THE

FOLLOWING REQUIREMENTS APPLY TO BOTH PARTIES TO THIS ACTION, UNLESS THEY ARE MODIFIED BY THE COURT OR THE PROCEEDING IS DISMISSED:

(1) NEITHER PARTY WILL DISPOSE OF ANY ASSETS EXCEPT (i) FOR THE NECESSITIES OF LIFE OR FOR THE NECESSARY GENERATION OF INCOME OR PRESERVATION OF ASSETS, (ii) BY AN AGREEMENT IN WRITING, OR (iii) TO RETAIN COUNSEL TO CARRY ON OR TO CONTEST THIS PROCEEDING;

(2) NEITHER PARTY MAY HARASS THE OTHER PARTY;

(3) ALL CURRENTLY AVAILABLE INSURANCE COVERAGE MUST BE MAINTAINED WITHOUT CHANGE IN COVERAGE OR BENEFICIARY DESIGNATION.

IF YOU VIOLATE OF ANY OF THESE PROVISIONS, YOU WILL BE SUBJECT TO SANCTIONS BY THE COURT.

(4) PARTIES TO A MARRIAGE DISSOLUTION PROCEEDING ARE ENCOURAGED TO ATTEMPT ALTERNATIVE DISPUTE RESOLUTION PURSUANT TO MINNESOTA LAW. ALTERNATIVE DISPUTE RESOLUTION INCLUDES MEDIATION, ARBITRATION, AND OTHER PROCESSES AS SET FORTH IN THE DISTRICT COURT RULES. YOU MAY CONTACT THE COURT ADMINISTRATOR ABOUT RESOURCES IN YOUR AREA. IF YOU CANNOT PAY FOR MEDIATION OR ALTERNATIVE DISPUTE RESOLUTION, IN SOME COUNTIES ASSISTANCE MAY BE AVAILABLE TO YOU THROUGH A NONPROFIT PROVIDER OR A COURT PROGRAM. IF YOU ARE A VICTIM OF DOMESTIC ABUSE OR THREATS OF ABUSE AS DEFINED IN MINNESOTA STATUTES, CHAPTER 518B, YOU ARE NOT REQUIRED TO TRY MEDIATION AND YOU WILL NOT BE PENALIZED BY THE COURT IN LATER PROCEEDINGS.

10.0. ABUSE OF THE COLLABORATIVE LAW PROCESS

We understand that both attorneys, the coaches, and the family consultant and financial specialist must withdraw from this case if any of the professionals learns that either of us has taken unfair advantage of this process. Some examples are:

- abusing our child(ren);
- planning or threatening to flee the jurisdiction of the Court with our child(ren);
- disposing of property without the consent of the other;
- withholding or misrepresenting relevant information;
- failing to disclose the existence or true nature of assets, income or debts;
- failing to participate collaboratively in this process; or

- any action to undermine or take unfair advantage of the Collaborative Law process.

11.0. ENFORCEABILITY OF AGREEMENTS

11.1. **Temporary agreements.** In the event either of us requires a temporary agreement for any purpose, the agreement will be put in writing and signed by us and our attorneys. Any written temporary agreement is considered to be made pursuant to a commenced dissolution proceeding and therefore, can be submitted to the Court as a basis for an Order and enforced, if necessary.

11.2. **Permanent Agreement.** Any final, permanent agreement (sometimes called a Joint Petition and Stipulation or Marital Termination Agreement) we sign shall be submitted to the Court as the basis for entry of a Judgment and Decree of Dissolution.

11.3. **In case of withdrawal.** If either of us or either attorney withdraws from the Collaborative Law process, any written temporary agreement may be presented to the Court as a basis for an Order pursuant to a dissolution proceeding, which the Court may make retroactive to the date of the written agreement. Similarly, in the event of a withdrawal from the Collaborative Law process, any final agreement may be presented to the Court as a basis for entry of a Judgment and Decree of Dissolution.

12.0. LEGAL PROCESS

Unless otherwise agreed, in writing:

12.1. **Pleadings.** Other than the signing of a Joint Petition to commence a dissolution of marriage proceeding, neither of us or our attorneys will file the Joint Petition with the Court, nor will we permit any motion or document to be served or filed which would initiate court

intervention during the Collaborative Law process pending final agreement.

12.2. **Stipulation.** After we reach a final agreement, one of the attorneys will prepare a Stipulation (sometimes called a Marital Termination Agreement) for review and signature by our attorneys and us.

12.3. **No court.** None of us will use the court during the Collaborative Law process.

12.4. **Participant Withdrawal from Collaborative Law process.** If one of us decides to withdraw from the process, s/he shall provide prompt written notice to his or her attorney, who in turn will notify the other attorney in writing.

12.5. **Attorney withdrawal.** If one of our attorneys decides to withdraw from the process, s/he will promptly notify their client and the other attorney and in writing.

12.6. **Waiting period.** Upon withdrawal from the process, there will be a 30-day waiting period, absent an emergency, before the scheduling of any court hearing, to permit us to retain new counsel and to make an orderly transition.

12.7. **Previous agreements.** All temporary agreements will remain in full force and effect during the 30-day period.

12.8. **No surprise.** The intent of this section is to avoid surprise and prejudice to the rights of the non-withdrawing participant.

12.9. **Presentation to Court.** Accordingly, we agree that either of us may bring this provision to the attention of the Court in requesting the continuance of a hearing scheduled by the other or his/her attorney during the 30-day waiting period.

13.0. CONFIDENTIALITY

13.1. **Confidentiality.** All settlement proposals exchanged within the Collaborative Law

process will be confidential and without prejudice. If subsequent litigation occurs, we agree:

- a. That we will not introduce as evidence in Court information disclosed during the Collaborative Law process for the purpose of reaching a settlement, except documents otherwise compellable by law, including any sworn statements as to financial status made by us;
- b. That we will not introduce as evidence in Court information disclosed during the Collaborative Law process with respect to the other's behavior or legal position during the process;
- c. That we will not attempt to depose either attorney or neutral experts, or ask or subpoena either attorney or any neutral expert to testify in any court proceeding with regard to matters disclosed during the Collaborative Law process; and
- d. That we will not require the production at any court proceeding of any notes, records, or documents in the attorney's possession or in the possession of any Law member or neutral expert. However, once discharged, the attorneys shall return the file to their respective clients, excluding attorney work product.

13.2. **Applicability.** We agree this Confidentiality provision applies to any subsequent litigation, arbitration, or any other method of alternative dispute resolution.

14.0. ACKNOWLEDGMENT

14.1. We and our attorneys acknowledge that we have read this Agreement, understand its terms and conditions, and agree to abide by them.

14.2. We understand that by agreeing to this alternative method of resolving our dissolution issues, we are giving up certain rights, including the right to formal discovery, formal court hearings, and other procedures provided by the adversarial legal system.

14.3. We have chosen the Collaborative Law process to reduce emotional and financial costs, and to generate a final agreement that addresses our concerns. We agree to work in good faith to achieve these goals.

15.0. PLEDGE

WE HEREBY PLEDGE TO COMPLY WITH AND TO PROMOTE THE SPIRIT

AND WRITTEN WORD OF THIS PARTICIPATION AGREEMENT.

Dated: _____

Dated:

Attorney for Wife

Attorney for Husband