

COLLABORATIVE FAMILY LAW COUNCIL OF WISCONSIN

Ethics and Standards of Practice

CFLCW has adopted these Ethics and Standards of Practice to establish core principles and goals, to promote a consistency of practice among professionals and to establish a common set of expectations for professionals.

These Ethics and Standards of Practice include five parts:

- I. *Definitions Within Collaborative Practice* identifies key terms that form the fundamentals of the process.
- II. *Minimum Ethical Standards for Collaborative Practitioners* provides guidance to professionals regarding competence, confidentiality, advocacy, and professional roles with respect to questions and situations not addressed by other applicable rules of professional conduct.
- III. *Minimum Standards for Collaborative Practitioners* delineates essential training, licensure, and experience for professionals.
- IV. *Minimum Standards for Introductory Collaborative Practice Trainings* provides the elements that introductory collaborative trainings must include.
- V. *Recommended Standards for Collaborative Trainers* specifies recommended qualifications that trainers should have to provide effective trainings.

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I. DEFINITIONS WITHIN COLLABORATIVE PRACTICE.

As used in these Ethics and Standards of Practice:

A. “Collaborative Practice or Collaborative Process” is a unique, reasonable approach to handling a divorce or other family law matter, founded on three core principles:

1. A written pledge not to fight in court, and withdrawal of the hired Practitioners if either party chooses to litigate their issues in court,
2. Open communication between the parties with an honest and good faith exchange of information, and
3. Negotiations leading to a mutually acceptable settlement that takes into account the highest priorities of all family members.

B. “Collaborative Practitioner” means a professional who has agreed to participate in and commence the Collaborative Process as set forth in Standard 2.1. Collaborative Practitioner includes those serving the following roles in the Collaborative Process:

1. “Coach” refers to a mental health professional whose function relates primarily to the emotional dynamics and communications between the client(s).
2. “Facilitator” refers to a professional whose function is to facilitate communication among team members, coordinate and schedule team meetings and summarize agreements reached in meetings and tasks to be completed.
3. “Child Specialist” refers to a mental health professional whose function relates primarily to the children or other dependents of the clients.
4. “Financial Specialist or Financial Neutral” refers to a financial professional whose function relates primarily to the financial concerns of the clients.
5. “Collaborative Lawyer” refers to a licensed attorney whose function relates primarily to the legal concerns of the client and preparation of final documents to complete the collaborative process as needed within the court system.

C. “Material Information” means information that is reasonably required for the clients to make an informed decision with respect to the Resolution of the matter.

D. “Proceeding” means any process in which a third party makes a decision that legally binds a client, including a court, administrative body, arbitrator, or any other tribunal. A Proceeding may be contested or uncontested.

E. “Resolution” means a written agreement or stipulation signed by the clients addressing and resolving some or all of the disputed issues, and if required to be implemented or made enforceable, the document has been approved and adopted by a court or other authority.

G. “Termination” means a terminating event as defined in Standard 4.2 has occurred.

II. MINIMUM ETHICAL STANDARDS FOR COLLABORATIVE PRACTITIONERS.

1.1 Resolution of conflicts between these Ethics and Standards of Practice and requirements regulating professionals. Any conflict between these Ethics and Standards of Practice and the ethical or professional responsibility requirements regulating the professional, shall be resolved by adhering to the ethical or professional responsibility requirements regulating the professional.

1.2 Competence.

A. Collaborative Practitioners must comply with professional conduct requirements applicable to their professions.

B. Collaborative Practitioners must be in good standing under the licensure or certification required by their professions.

C. Collaborative Practitioners must at all times meet the requirements of these Ethics and Standards of Practice.

D. Collaborative Practitioners will respect the expertise, skill and experience of other members of the professional team. Collaborative Practitioners will not provide services for which they are not qualified by education, training or experience.

1.3. Priority of Client Interest.

A. Collaborative Practitioners must always place the interest of their client above their own personal, financial or professional interests. Where the interests of a professional and any client are or could be in conflict, that Collaborative Practitioner 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 Practitioner include any circumstance where there is a risk that the Practitioner's responsibilities under these Ethics and Standards of Practice will be materially affected by a personal, financial, or professional relationship with the client, another 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 Practitioner, the Practitioner must candidly advise the client of the benefits and risks of the Practitioner's involvement including how the conflict could impair the Practitioner's objectivity, competence or effectiveness.

1.4. Confidentiality and Privilege.

A. Confidentiality—General Rule. A Collaborative Practitioner will not disclose information about a client learned during the Collaborative Process, unless:

(1) all affected client's consent,

(2) the disclosure is mandated by law (including court or administrative order),

(3) the Collaborative Practitioner has a reasonable belief that a client may harm a person or property and the disclosure is reasonably likely to prevent the harm, or

(4) the disclosure is related to a dispute or complaint concerning the Practitioner's work or fees during the Collaborative Process.

B. Confidentiality Before a Stipulation and Order for Collaborative Process is Signed. A Collaborative Practitioner will not disclose a client's confidential information before the Stipulation and Order for Collaborative Process is signed by the clients and Collaborative Lawyers working on the matter, except as allowed by the Practitioner's ethics and professional responsibility requirements, or with the client's informed consent.

C. Protecting Privilege and Confidentiality. A Collaborative Practitioner will do all things necessary to ensure the evidentiary privilege of settlement negotiations applies throughout the Collaborative Process.

2.0 Commencement of the Collaborative Process.

2.1 Commencement. The Collaborative Process begins when the clients and the Collaborative Lawyers sign the Stipulation and Order for Collaborative Process.

2.2 Required Process Disclosures.

A. Before signing a Stipulation and Order for Collaborative Process, a Collaborative Lawyer must inform the client of the full range of process options available for addressing their legal matters, and provide information reasonably necessary to enable the client to make an informed process choice.

B. Prior to commencing the Collaborative Process, a Collaborative Practitioner 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 Ethics and Standards of Practice 3.1, 3.2, 3.3, 3.4, 3.9, 3.10, 3.12, and 3.13.

2.3 Effective Participation in Process. A Collaborative Practitioner may not sign a Stipulation and Order for Collaborative Process if, at the time of signing, the Practitioner has a reasonable belief that a client is unable or unwilling to effectively participate in the process.

2.4 Consideration of Likelihood of Reaching Resolution. Before and throughout the Collaborative Process, a Collaborative Practitioner must assess the likelihood that a Resolution can be reached in a manner consistent with these Ethics and Standards of Practice and within a timeframe appropriate to the matter and to the clients' circumstances. If a Practitioner has a significant concern whether Resolution can be reached, the Practitioner must take action appropriate to the concern, including, at a minimum, notifying the other Collaborative Practitioners working on the matter.

2.5 A Stipulation and Order for Collaborative Process must:

- A. Be consistent with these Ethics and Standards of Practice;
- B. Bind the clients and all Collaborative Practitioners to the Collaborative Process; and
- C. Include each of these elements:
 - 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 Practitioner may resign or terminate the Collaborative Process as described in Standards 3.9 and 3.10.
 - 5. The conditions under which the Collaborative Process terminates as described in Standard 4.2.

3.0 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 Practitioners to comply with all reasonable requests for information.

3.2 Advocacy in the Collaborative Process.

- A. A Collaborative Practitioner will respect each client's self-determination, recognizing that ultimately the client is responsible for making the decisions that may resolve their issues.
- B. A Collaborative Practitioner will assist the client 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 Practitioner will encourage the client to consider the impact of decisions on the dependents.
- D. A Collaborative Practitioner will consider the impact that the Practitioner's experiences, values, opinions, beliefs, and behaviors will have on the Collaborative Process and the clients' participation in the Process.
- E. A Collaborative Practitioner 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. Collaborative Practitioners 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 Practitioner take a thoughtful and constructive approach to all unresolved questions in the interest of reaching agreements.

2. Each client and Practitioner comply with the Stipulation and Order for Collaborative Process and any other formal and informal agreements made in the Collaborative Process.

3. No client or Practitioner will take advantage of inconsistencies, misunderstandings, miscalculations, omissions, or inaccurate assertions of fact or law.

4. No client or Practitioner will threaten to undertake a Proceeding to coerce a particular outcome on an issue to be resolved by the Collaborative Process.

Comment: Collaborative Practitioners must make diligent efforts to understand from the clients' perspectives what is most important to them. Collaborative Practitioners must respect the dignity of all involved and maintain a high standard of integrity in negotiations. Collaborative Practitioners are not responsible for the behavior of a client, but must take reasonable steps to educate their client about the requirement of good faith negotiations.

If clients reach impasse, the Collaborative Practitioners will encourage them to reconsider or create options that would be acceptable to all. This does not preclude a Collaborative Practitioner from suggesting that a client consider seeking other opinions or terminating the Collaborative Process.

3.4 Professional Teamwork. Each Collaborative Practitioner engaged in a matter has the responsibility, individually and with the other Collaborative Practitioners, 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 Practitioners of facts or circumstances that are likely to impair or improve (1) the effective functioning of the Collaborative Process, (2) the likelihood of reaching Resolution, and (3) the ability of the Practitioners 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 Collaborative Practitioner's own conduct upon the functioning of the professional team and on the Collaborative Process. Each Collaborative Practitioner must act in a manner that advances the interest of all clients in reaching Resolution.

Comment: When a Collaborative Practitioner fails to communicate effectively, that failure can affect 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 affect the ability of the professional team to manage effectively the process.

3.5 Neutral Roles.

A. A Collaborative Practitioner who serves in a neutral role must adhere to that role, and may not engage in any relationship that would compromise the Collaborative Practitioner’s neutrality. Except as otherwise specified in Standard 4.4, working with any client or their dependents outside of the Collaborative Process is inconsistent with a neutral role.

B. A neutral Collaborative Practitioner will give reasonable advance notice to the other Practitioners engaged in the matter prior to meeting with fewer than all of the clients.

3.6 Financial Specialists. A Financial Specialist will not have any other business or professional relationship with a 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. This does not preclude a Financial Specialist from preparing documents necessary to carry out the terms of the clients’ agreements reached during the Collaborative Process. Nor does this provision preclude a Financial Specialist from providing professional services to a client after conclusion of a collaborative matter if the service is not related to the collaborative matter.

Comment: An example of an on-going barrier to post-collaborative work would be a situation in which the term of child support and/or maintenance from the case has not expired.

3.7 Mental Health Practitioners.

A. A person who has acted in a counseling capacity for a client 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 Practitioner 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 for Clients. If a Collaborative Practitioner learns that a client is acting in a manner that

(1) is inconsistent with any provision of the Stipulation and Order for Collaborative Process,

(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 Practitioner 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 Termination of the Collaborative Process.

3.9 Resignation and Discharge.

A. The resignation or discharge of a Collaborative Lawyer does not Terminate the Collaborative Process if, within a reasonable time, the client engages a successor Collaborative Lawyer.

B. The resignation or discharge of a Collaborative Practitioner other than a Collaborative Lawyer does not terminate the Collaborative Process if: (1) the clients engage a successor Collaborative Practitioner, or (2) the clients and all continuing Collaborative Practitioners consent to proceed without a successor Practitioner.

C. Any successor Collaborative Practitioner must agree in writing to be bound by the Stipulation and Order for Collaborative Process.

3.10 Circumstances that Require Resignation. A Collaborative Practitioner must resign under the following circumstances, provided that the Practitioner has fulfilled the obligation to counsel and advise a client as set forth in Standard 3.8:

A. The Practitioner’s client intentionally misrepresents, withholds or fails to disclose Material Information, whether or not such information has been requested.

B. The Practitioner’s client takes unfair advantage of inconsistencies, misunderstandings, inaccurate assertions of fact, law or expert opinion, miscalculations, or omissions.

C. The Practitioner has a conflict of interest that is not disclosed or is disclosed but not waived.

D. In any situation where, under the Stipulation and Order for Collaborative Practice, the Ethics and Standards of Practice or a Practitioner’s professional responsibility obligations, the withdrawal of the Practitioner is mandatory.

Comment: There may be circumstances when a Collaborative Practitioner determines 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 Practitioner may elect to resign under Standard 3.9.

3.11 Notice of Resignation. If a Collaborative Practitioner resigns, that Practitioner will provide prompt written notification of the resignation to that Practitioner’s client and the other Collaborative Practitioners working on the matter. A Collaborative Practitioner who resigns under Standards 3.9 or 3.10 need not give a reason for the resignation.

3.12 Prohibition Against Participating in a Proceeding—General Rule.

A. Except as provided in Standard 3.13, once a Stipulation and Order for Collaborative Process is signed by the Practitioners and clients, a Collaborative Practitioner and any other professional working in the same firm or in association with the Collaborative Practitioner 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 Practitioner 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.

3.13 Sole Exception to Prohibition Against Participating in a Proceeding. With the consent of all clients, a Collaborative Practitioner may initiate and take action in a non - contested Proceeding if necessary to implement or make legally enforceable agreements reached in the Collaborative Process, including participating in Proceedings to preserve the ability of a court or other authority to approve such agreements.

Comment: Examples of permissible acts include initiating and participating in a Proceeding to approve an agreement reached in the Collaborative Process, or requesting a stay or continuance of a Proceeding to preserve jurisdiction to approve such an agreement.

4.0 Conclusion of the Collaborative Process.

4.1 Conclusion. The Collaborative Process ends upon its Resolution or Termination.

4.2 Terminating Events. The occurrence of any of the following events terminates the Collaborative Process:

- A. A client or Collaborative Practitioner gives notice of Termination.
- B. A client or a client’s Collaborative Lawyer participates in a Proceeding unless specifically allowed by Standard 3.13.
- C. A Collaborative Practitioner 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 Practitioner learns of a Terminating event under Standard 4.2, the Practitioner will notify the other Collaborative Practitioners.

4.4 Professional Services after Resolution of Process.

A. Child Specialist and Coaches. Child Specialists or Coaches may provide services following the Resolution of a Collaborative Process, so long as the services remain consistent with their role in the collaborative matter. A Coach or Child Specialist 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 a client 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 Process, 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 Child Specialist, Coach or 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 Process may resume after a Resolution. Standard 4.4 requires that all Practitioners maintain roles that are consistent with their roles in the collaborative matter following Resolution. Standard 3.12 prohibits a Collaborative Practitioner 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 original collaborative matter.

4.5 Professional Work after Termination of Process.

- A. After Termination, a Collaborative Practitioner 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 Practitioner may provide the Practitioner’s client with referrals.
- C. After Termination, a Collaborative Practitioner may consult with a client about reinstating or resuming the Collaborative Process, and other dispute resolution process options that may be available.

III. MINIMUM STANDARDS FOR COLLABORATIVE PRACTITIONERS.

The CFLCW sets the following Standards for Collaborative Practitioners as the minimum requirements a professional should meet to hold herself or himself out as a Collaborative Practitioner who satisfies CFLCW's Ethics and Standards of Practice in family-related disputes. These Standards should be considered a beginning point in a continuing journey of education and practice.

1.0 General Requirements.

1.1 The Collaborative Practitioner is a member in good standing of CFLCW.

1.2 The Collaborative Practitioner diligently strives to practice in a manner consistent with CFLCW's Ethics and Standard of Practice.

1.3 The trainings referred to in Sections 2.2, 3.3 and 4.3 must meet CFLCW's Minimum Standards for Trainings and Trainers.

2.0 Minimum Standards for Collaborative Lawyers.

2.1 Membership in good standing in the administrative body regulating and governing lawyers in Wisconsin.

2.2 Completion of CFLCW's Building Blocks annual training program or other comparable Introductory Collaborative Practice Training or Introductory Interdisciplinary Collaborative Practice Training.

2.3 CFLCW recommends attorneys complete at least twelve - hours of training in client-centered, facilitative conflict resolution, of the kind typically taught in mediation or interest-based negotiation training. This should include training beyond CFLCW's Building Blocks annual training program.

3.0 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]
- LMFT [Licensed Marriage and Family Therapist]
- 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 focus on children and an in-depth understanding of children’s unique issues in divorce.

3.3 Completion of CFLCW’s Building Blocks annual training program or other comparable Introductory Collaborative Practice Training or Introductory Interdisciplinary Collaborative Practice Training.

3.4 CFLCW recommends at least twelve hours of training in client-centered, facilitative conflict resolution, of the kind typically taught in mediation or interest-based negotiation training. This should include collaborative training beyond CFLCW’s Building Blocks annual training program.

3.5 CFLCW recommends at least three hours of education aimed at giving the mental health professional a basic understanding of family law in Wisconsin.

4.0 Minimum Standards for Collaborative Financial Practitioners:

4.1 Professional license or designation in good standing in one of the following:

- Certified Divorce Financial Analyst (CDFA)
- CFP [Certified Financial Planner]
- CMA [Certified Management Accountant]
- CPA [Certified Public 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, and
- Property division.

4.3 Completion of CFLCW’s Building Blocks annual training program or other comparable Introductory Collaborative Practice Training or Introductory Interdisciplinary Collaborative Practice Training.

4.4 CFLCW recommends At least twelve hours of training in client-centered, facilitative conflict resolution, of the kind typically taught in mediation or interest-based negotiation training. This should include collaborative training beyond CFLCW’s Building Blocks annual training program

4.5 CFLCW recommends At least three hours of education in the financial fundamentals of divorce giving the financial professional a basic understanding of family law in Wisconsin, including:

- Divorce procedures,
- Property valuation and division,
- Budgeting - income and expenses,
- Child and spousal support,
- Future income projections, and
- Financial implications of different scenarios for settlement

IV. MINIMUM STANDARDS FOR INTRODUCTORY COLLABORATIVE PRACTICE TRAINING

1. Introduction. These standards are set with an awareness of the aggregate nature of learning. Skill is acquired by combining education and experience over time and continuing education to develop new and enhanced skills.

CFLCW's Building Blocks annual training program or other training in the Collaborative Practice process satisfies the Minimum Standards for an Introductory Collaborative Practice Training when it complies with the requirements prescribed in the sections below. 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. Trainings will include instruction on the following subjects:

(a) Process:

(1) The Collaborative Process as a structure to create working relationships to reach agreements and resolve disputes;

(2) The range of process options and Collaborative Practice Practitioner team configurations available to clients;

(3) Organizational considerations in managing a Collaborative Process matter, including:

(i) providing a structure, options, and protocols for the process;

(ii) managing the case within the structure established by the Practitioners;

(iii) setting expectations for clients and Practitioners;

(iv) defining issues and determining tasks; and

(v) planning, conferring and coordinating among Practitioners including pre-meeting and post-meeting briefings with the Practitioners 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 can impact the process; and

(6) The applicability of local law to the process.

(b) Skills Required for the Collaborative Practice Practitioner:

(1) The Practitioner's responsibility to maintain a safe and productive environment for all;

(2) The Practitioner's responsibility to educate clients how to engage in productive behavior;

(3) The impact of Practitioner language and modeling behavior to improve the clients' ability to participate effectively in the Collaborative Process;

(4) The Practitioner's duty to assist the client in developing effective communication skills to enhance the prospects for reaching agreements during the Collaborative Process and in the future;

(5) The Practitioner's ability to assess effectively the capacity of the client for effective participation in the Collaborative Process;

(6) The Practitioner's awareness of power dynamics and imbalances that may exist in the Collaborative Process, the impact on the process, and how the Practitioners can address such issues; and

(7) The Practitioner's awareness of the need for assessment of coercive and violent relationships.

(c) 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 goals 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;

(4) Ethical considerations including the need to discuss available process options with the client, informed consent, integrity, professionalism, diligence, competence, advocacy, and confidentiality;

(5) Recognition that each Practitioner 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) CFLCW's Ethics and Standards of Practice.

(d) 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 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;

(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 Practitioner 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;

(3) 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; 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:

(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 CFLCW's Building Blocks or other Introductory Collaborative Practice Training serves solely as a foundation; and

(4) The role of CFLCW as the Wisconsin organization that promulgates standards and advances Collaborative Practice, and the resources CFLCW makes available to support practitioners.

3. 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 or remotely. CFLCW's Building Blocks annual training program meets these requirements.

(b) **Methods.** CFLCW's Building Blocks annual training program or other Introductory Collaborative Practice Training should include multiple learning modalities – interactive, experiential, and lecture elements. Examples include demonstrations, role-plays, small group exercises, interactive dialogues, and educational games.

(c) **Materials.** CFLCW's Building Blocks annual training program or other Introductory Collaborative Practice Training should include written materials useful for reference and practice by the Collaborative Practitioner after the training and will include the CFLCW Ethics and Standards of Practice.

(d) **Evaluations.** CFLCW's Building Blocks annual training program or other Introductory Collaborative Practice Training should include evaluations of the training and trainer(s) by the participants.

V. RECOMMENDED STANDARD FOR INTRODUCTORY COLLABORATIVE PRACTICE TRAINERS

CFLCW recommends the following standards for trainers to conduct CFLCW's Building Blocks annual training program:

1. Experience for Trainers:

1.1 A trainer should have completed at least 5 different Collaborative Practice matters, accumulating at least 50 hours of practice in Collaborative Practice.

1.2 Prior to conducting trainings, a trainer should attend a minimum of two of CFLCW's Building Block annual training programs or other Introductory Collaborative Practice trainings.

2. Minimum Training for Trainers:

2.1 A trainer should have satisfied all training requirements set forth in the Minimum Standards for Collaborative Practitioners.

2.2 A trainer should have completed at least 10 hours of client-centered facilitative conflict resolution training beyond those set forth in the Recommended Standards for Collaborative Practitioners.

3. Licensing/Certification: A trainer should 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. Skills Training: A trainer should 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.

6. Knowledge about Area of Dispute: A trainer should 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. 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 should have knowledge of team interactions and specific issues unique to the interdisciplinary model.

Adopted by the CFLCW Board of Directors, April 12, 2023.