

ASSOCIATION OF COLLABORATIVE FAMILY LAW ATTORNEYS, INC.

Application for Continuing Membership for July 1, 2006 – June 30, 2007

A. The Association has established the following requirements for Continuing Membership for the period from July 1, 2006 – June 30, 2007:

1. Declaration that you are a member in good standing of the New York State Bar (for Attorneys) or that you meet the requirements set forth below (for Allied Professionals);
2. Prior participation in a 14 hour Introductory Collaborative Law training;
3. Affirmation of attendance at meetings (board and committee meetings, brown bag lunch meetings and/or Thursday evening gatherings – **2 if out of county and 4 if in county** during the past 12 months;
4. Verification that if you have attended **7 hours** of continuing collaborative law training within the past 12 months;
5. Commitment for attendance at meetings (board and committee meetings, brown bag lunch meetings and/or Thursday evening gatherings – **2 if out of county and 4 if in county** for the upcoming 12 months;
6. Commitment for **7 hours** of continuing collaborative law training for the upcoming 12 months;
7. Payment of dues and signature and submission of the pledge of commitment to upholding and maintaining the Principle of Collaborative Law with the Association.

If you need additional Training for reapplication, there will be a two day Introductory and Refresher Training with Stu Webb September 14th and 15th, 2006

B. Meetings and Trainings held from July 1, 2005 – June 30, 2006

Month	Lunch	Thurs.	Committee	Training
July, 2005				
August, 2005				
September, 2005				Introductory Training – two day;
October, 2005				IACP-Atlanta
November, 2005				November 8 th ½ Day Plenary Session November 11 th , Dr. Valerie Cole training

December, 2005					
January, 2006				Mario's Introduction to Allied Professionals	Batavia CFL Round Table
February, 2006					
March, 2006					
April, 2006				Strategic Planning	Buffalo CFL Round Table; Half-Day Training Handling Strong Emotions Dr. Chris Burr
May, 2006				Strategic Planning	
June, 2006				Special Renewal Meeting June 13 First Federal Plaza	8 th and 9 th Interdisciplinary Training

Benefits of Membership:

- Ability to participate as a collaborative practitioner;
- Listing on the Association's web site as an active member and practitioner
- Group rates for membership in the International Academy of Collaborative Professionals (IACP);
- Access to international marketing campaign which will include materials for marketing
- Presence on the IACP web site
- Receipt of "The Collaborative Review" quarterly
- Regular e-mail notice of upcoming events
- Mentoring by experienced professionals to assist in the growth and development of your practice
- Access to updated forms
- Advanced training opportunities offered by the Association
- Affiliation with an alliance of professionals committed to advancing the use of collaborative, non-adversarial strategies to help clients achieve agreements in a dignified and respectful manner

THE PRINCIPLES OF COLLABORATIVE LAW

Goals

All acknowledge that the essence of "Collaborative Law" is the shared belief by the

participants that it is in the best interests of parties and their families in typical family law matters to commit themselves to avoiding litigation. Therefore they adopt this conflict resolution process, which does not rely on a court-imposed resolution, but relies on an atmosphere of honesty, cooperation, integrity and professionalism geared toward the future well-being of the family.

The goal is to minimize, if not eliminate, the negative economic, social and emotional consequences of protracted litigation to the participants and their families. The participants commit themselves to the collaborative law process and agree to seek a better way to resolve differences justly and equitably.

No Court or Other Intervention

Issues will be resolved without court intervention.

The parties will give full, honest and open disclosure of all information, whether requested or not.

There will be informal discussions and conferences to settle all issues.

The parties direct all attorneys, accountants, therapists, appraisers and other consultants to work in a cooperative effort to resolve issues without resort to litigation or any other external decision-making process except as agreed upon.

Cautions

The parties understand there is no guarantee that the process will be successful in resolving their case and that the process cannot eliminate concerns about the disharmony, distrust and irreconcilable differences which have led to the current conflict.

The parties understand that they are still expected to assert their respective interests and that their attorneys will help them do so. They understand that they should not lapse into a false sense of security that the process will protect each of them, fully.

The parties understand that while their collaborative attorneys share a commitment to the collaborative law process, each of them has a professional duty to represent his or her own client diligently, and is not the attorney for the other party.

Attorney's Fees and Costs

The parties understand that their attorneys are entitled to be paid for their services, and that one of the first tasks in a collaborative law matter is to ensure parity of payment to each of them. The parties agree to make funds available for this purpose.

Participation With Integrity

The participants will work to protect the privacy, respect and dignity of all involved, including parties, attorneys and consultants. All shall maintain a high standard of integrity and specifically shall not take advantage of each other or of the miscalculations or inadvertent mistakes of others, but shall identify and correct them.

Experts and Consultants

If experts are needed, they will be retained jointly unless all parties and their attorneys agree otherwise in writing.

Children's Issues

In resolving issues about sharing the enjoyment of and responsibility for their children, the

parties, their attorneys and therapists shall make every effort to reach amicable solutions that promote the children's best interests.

All agree to act quickly to discuss and resolve differences related to the children to promote a caring, loving and involved relationship between the children and both parents.

The parties agree to insulate their children from involvement in the family law disputes and agree to attend the A.C.T. Program (Acting for Children Through Transition) or similar parenting education program in a county where a program is available.

Negotiation in Good Faith

The parties acknowledge that each of their attorneys is independent from the other, and represents only one party in the collaborative law process.

All understand that the process, even with full and honest disclosure, will involve vigorous good faith negotiation.

Each of the parties will be expected to make a reasoned statement of legitimate needs and interests in all disputes. Where such legitimate needs and interests differ, each of the parties will be encouraged to use their best efforts to create proposals that meet the fundamental needs of both of the parties and the family to reach a settlement of all issues.

Although the participants may discuss the likely outcome of a litigated result, no one will use threats of litigation as a way of forcing settlement.

Abuse of The Collaborative Law Process

The parties understand that their collaborative law attorneys will withdraw from a case and/or will terminate the collaborative law process as soon as possible upon learning that a party has withheld or misrepresented information or otherwise acted so as to undermine or take unfair advantage of the collaborative law process. Examples of such violations of the process are: the secret disposition of property, failing to disclose the existence or the true nature of assets and/or obligations, failure to participate in the true spirit of the collaborative process, abusing the minor children of the parties, or planning to flee the jurisdiction of the court with the children.

Disqualification By Court Intervention

The parties understand that their attorneys' representation is limited to the Collaborative Law process and that neither of the attorneys can ever represent them in court in a proceeding against the other party. In the event a court filing is unavoidable, both attorneys will be disqualified from representing either client.

In the event that the collaborative law process terminates, all consultants will be disqualified as witnesses and their work product will be inadmissible as evidence unless the parties agree otherwise in writing

Requirements for Allied Professionals:

For Mental Health Professionals:

1. Mental health professional license in the state of New York, in good standing, in one of the following:

- PhD, PsyD –Psychology
- LCSW – Licensed Clinical Social Worker
- LMSW – Licensed Master Social Worker

MFT – Marriage and Family Therapist
MD - Psychiatry
LEP – Licensed Educational Psychologist
Or equivalent on a case-by case basis

2. Background, education and/or experience in one or more of the following:
- Family Systems theory;
 - Individual and family life cycle and development;
 - Domestic violence;
 - Substance abuse issues;
 - 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 specialty focus on children and an in-depth understanding of children's unique issues in divorce

For Mediators:

Fulfilling the requirements of the New York State Council on Divorce Mediation as follows:

Route 1: Submission of evidence of Advanced Practitioner Membership in the Association for Conflict Resolution with the addition of ten (10) hours of consultation with an accredited NYSCDM member; **or**

Route 2: Completion of a Master's Degree in conflict resolution or a relevant behavioral science, or a law degree; completion of specialized training in divorce mediation*; two (2) hours of training for Mediation in Cases of Domestic Violence; completion of a minimum of twenty-five (25) mediations; 250 hours of mediation and two (2) years of mediation experience; a minimum of ten (10) hours of case consultation with an accredited NYSCDM member during the course of mediating these agreements; submission of six (6) representative Memoranda of Understanding; and evidence of appropriate liability insurance; **or**

Route 3: Completion of an undergraduate degree; completion of specialized training in divorce mediation*; plus two (2) hours of training for Mediation in Domestic Violence; completion of a minimum of twenty-five (25) mediations; 250 hours of mediation and four (4) years of substantial experience in family mediation, including a minimum of ten (10) hours of case consultation with an accredited NYSCDM member during the course of mediating these agreements; submission of two (2) letters of recommendation from accredited NYSCDM members describing the applicant's work and contribution to the field of mediation; submission of six (6) representative Memoranda of Understanding; and evidence of appropriate liability insurance.

To maintain NYSCDM accreditation, members must confirm their acquisition of ten (10) continuing education credits yearly, including two (2) credits on an Update of the Law.

*specialized training in family mediation shall consist of at least forty (40) training hours with a minimum of five (5) hours in each of the following: conflict resolution theory; psychological issues in separation, divorce, and family dynamics; issues and needs of children in divorce; mediation process and techniques; and family law, including custody, support, asset evaluation and distribution, and taxation as it relates to divorce; **or**

Equivalent on a case-by case basis

For Financial Specialists:

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

CFP – Certified Financial Planner

CPA – Certified Public Accountant

CDFA - Certified Divorce Financial Analyst

CMA – Certified Management Accountant

Or equivalent on a case-by case basis

Background, education and/or experience in one or more of the following:

Financial aspects of divorce;

Cash management and spending plans;

Retirement and pension plans;

Income Tax;

Investments;

Insurance;

Individual and family planning concepts; **or**

Equivalent on a case by case basis.

If you have fulfilled the foregoing requirements for membership, please complete the written pledge below and return that page only, with your payment for one year's dues –

for Attorneys - \$275.00 and for Affiliated Professionals - \$225.00:

PLEASE MAKE CHECKS PAYABLE TO:

Association of Collaborative Family Law Attorneys, Inc.

c/o Paul E. Meyer, Esq.
19 West Main Street, Suite 900
Rochester, NY 14614

(585) 546-2350 ext. 103

on or before September 15, 2006.

Pledge

I, _____, pledge to comply with and to promote the spirit and written word of the "Principles of Collaborative Law".

I will not accept a collaborative case with an attorney who is not a member in good standing of an association of collaborative family attorneys with substantially the same requirements for membership as there are for membership in the Association of Collaborative Family Law Attorneys, Inc.

I understand that violation of the Principles of Collaborative Law, set forth below, may result in my no longer being a member of the Association of Collaborative Family Law Attorneys, Inc.

In the event that I have not practiced family law for five years prior to the commencement of a collaborative law case (for attorneys) or have not had five years extensive experience working with divorce and separation-related clients (for affiliated professionals), I will engage the services of a mentor professional for the collaborative case.

Signature: _____ Dated: _____