

**COLLABORATIVE FAMILY LAWYERS
OF CENTRAL NEW YORK**

**Application for Membership
For the Year January 1, 2008 – December 31, 2008**

The Collaborative Family Lawyers of Central New York (CFLCNY) has established the following requirements for Membership for the period from January 1, 2008 – December 31, 2008:

1. Declaration that you are a member in good standing of the New York State Bar;
2. Prior completion of a 14 hour Introductory Collaborative Law training;
3. Commitment for attendance at monthly meetings (3rd Wednesday of each month at noon);
4. Commitment for four (4) hours of continuing collaborative law training for the upcoming year;
5. Payment of dues and signature and submission of the pledge of commitment to upholding and maintaining the Principles of Collaborative Law with CFLCNY;
6. Five (5) years minimum experience in matrimonial and/or family law, or participation in the CFLCNY mentoring program; and
7. Membership in the International Academy of Collaborative Professionals (IACP), (the cost of which is included in CFLCNY dues).

Benefits of Membership:

- Ability to participate as a collaborative practitioner;
- Listing on CFLCNY web site as an active member and practitioner and use of CFLCNY marketing materials;
- Membership in the International Academy of Collaborative Professionals (IACP) with a presence on the IACP web site and receipt of "The Collaborative Review";
- Informal mentoring by experienced attorneys to assist in the growth and development of your practice;
- Ongoing training opportunities;

- CFLCNY is a valuable alliance for networking with attorneys who are 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 (not applicable to Assigned Counsel cases)

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.

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.

If you have fulfilled the foregoing requirements for membership, please complete the IACP membership application (available at www.collaborativepractice.com) and the written pledge below and return this page and the IACP membership application with your payment for one year's dues of \$200 (payable to Collaborative Family Lawyers of Central New York) to:

**CFLCNY c/o
R. James Miller, Esq.
Miller Mayer. LLP
202 E. State Street
Ithaca, NY 14850
(607) 273-4200**

Dues are not prorated by CFLCNY if you are joining mid-year. \$95 of the \$200 is remitted on your behalf with your membership application to the IACP for one year of membership.

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 Collaborative Family Lawyers of Central New York.

I understand that violation of the Principles of Collaborative Law, set forth above, may result in my no longer being a member of the Collaborative Family Lawyers of Central New York.

I certify that I meet the minimum requirements for membership in the Collaborative Family Lawyers of Central New York.

Signature: _____ Dated: _____

If you are a new member, please email your name and contact information, as you would like it to appear on the CFLCNY web page, (www.collab-law.com), to: eem@eemckinley.com