

COLLABORATIVE CODE OF CONDUCT

Preparing for and conducting Collaborative session

1. Attack the problems and concerns at hand. Do not attack each other.
2. Avoid positions: rather express yourself in terms of needs and interests and the outcomes you would like to realize.
3. Avoid engaging in unnecessary discussions of past events.
4. Work for what you believe is the most constructive and fairest agreement for both of you and your family.
5. During meetings please remember the following:
 - a. Do not interrupt when someone else is speaking. You will have a full and equal opportunity to speak on every issue presented for discussion.
 - b. Do not use language that blames or finds fault with the other. Use non-inflammatory words. Be respectful of others.
 - c. Speak for yourself. Make "I" statements. Use each other's first names and avoid "he" and "she".
 - d. If you share a complaint in a meeting, raise it as a concern and try to follow it up with a constructive suggestion as to how it might be resolved.
 - e. If something is not working for you, please tell a member of your team, so that your concern can be addressed.
 - f. Listen carefully and try to understand what the other is saying without being judgmental about the person or the message.
 - g. Talk with the members of your team about anything you do not understand. They can clarify issues for you.
6. Be willing to commit the time required to meet regularly. Be prepared for each meeting.
7. Be patient - delays in the process can happen even if everyone is acting in good faith.

Conduct outside the Collaborative sessions

Consonant with the goal to preserve the status quo and stability, either party ***may***:

1. Make expenditures and incur indebtedness for reasonable and necessary living expenses for food, clothing, shelter, transportation, and medical care or for the necessary preservation of assets.
2. Make expenditures and incur indebtedness for reasonable lawyer's fees and expenses in connection with this marriage dissolution.
3. Each party will notify the other in advance of any extraordinary expenditure required to maintain the necessities of life or generate income.
4. Make withdrawals from accounts in financial institutions only for the purpose authorized by this agreement.
5. Engage in acts reasonable and necessary to the conduct of either party's usual business and occupation.

The parties agree that they ***may not***:

1. Destroy, remove, conceal, encumber, transfer, or otherwise harm or reduce the value of the real or personal property of one or both of the parties except 1) in so far as necessary to meet ordinary living expenses or 2) upon agreement made during the collaborative process
2. Incur any indebtedness for which the other party may be held liable except as specifically agreed to in writing.
3. Cancel, alter, fail to renew or pay premium, or in any manner affect the present level of coverage or beneficiary designation of any casualty, automobile, health or life insurance policies insuring the parties' property or persons including the parties' children.
4. Open or divert mail addressed to the other party, except as specifically agreed to in the collaborative process.
5. Sign or endorse the other party's name on any negotiable instrument, check, or draft, such as tax refunds, insurance payments, and dividends, except as specifically agreed to in the collaborative process.

6. Take any action to terminate or limit credit or charge cards in the name of the parties or the other party, except as specifically agreed to in the collaborative process.
7. Destroy, dispose of, or alter any financial records of the parties, including but not limited to records from financial institutions (including cancelled checks and deposit slips), all records or credit purchases or cash advances, tax returns, and financial statements.
8. Threaten, insult or disparage your spouse, particularly in front of the children.
9. Restrict access to the children or withhold financial support of any kind for any tactical or emotional reason.
10. Change, alter, transfer or cancel title to any asset owned jointly or separately.
13. Falsify any writing or record relating to the property of either party.
14. Misrepresent or refuse to disclose to the other party, on proper request, the existence, amount, or location of any property of one or both of the parties.
15. Make withdrawals from any checking or savings account in any financial institution for any purpose, except as specified in this agreement or in a subsequent written agreement subscribed by both parties.
16. Spend any sum of cash in the possession or subject to the control of either party for any purpose, except as specified in this agreement or in subsequent written agreement subscribed by both parties.
17. Withdraw or borrow in any manner for any purpose from any retirement, profit-sharing, pension death, or other employee benefit plan or employee savings plan or from any deferred compensation account or individual retirement account or Keogh account, except as specifically agree to in writing.
18. Enter any safe deposit box in the name of or subject to the control of either party, whether individually or jointly with others, unless the parties accompany each other and jointly enter the box for the sole purpose of inventorying its contents.
19. Withdraw or borrow in any manner all or any part of the cash surrender value of life insurance policies on the life of either party, except as specifically agreed to in writing.
20. Discontinue or reduce the withholding for federal income taxes on either party=s wages or salary, except as specifically agreed to in writing.
21. Institute any action in any other county, state, or nation attempting to obtain

- temporary or permanent orders concerning the marriage relationship of the parties, the dissolution of that relationship, spousal support, the conservatorship, custody, or support of the children of the parties, or any other issue incident to a divorce proceeding or other proceeding involving the marital or parent-child relationship.
22. Neither party shall permanently remove the children from the jurisdiction of the Court in the County where they currently reside without the consent of the other.