

HUDSON VALLEY COLLABORATIVE DIVORCE ASSOCIATION

COLLABORATIVE PRINCIPLES: Preparing for and conducting Collaborative sessions:

- 1) Attack 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) Try not interrupt someone else who 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 others' 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 the 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.

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 for both of the parties except
 - a) in so far as necessary to meet ordinary living expenses or
 - b) 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 canceled checks and deposit slips), all records or credit purchases or cash advances, tax returns, and financial statements.
- 8)** Change, alter, transfer or cancel title to any asset owned jointly or separately.
- 9)** Restrict access to the children or withhold financial support of any kind for any tactical or emotional reason.
- 10)** Threaten insult or disparage your spouse, particularly in front of the children.