

**Articles of Association for
Mid-Missouri Collaborative & Cooperative Law Association**

**Article I
Name**

The association shall be known as the Mid-Missouri Collaborative & Cooperative Law Association (MMCCLA) and is a professional association.

**Article II
Purpose**

The MMCCLA is an organization of individual, unaffiliated attorneys who support the offering of collaborative and cooperative law options to family law clients and other individuals interested in minimizing adversarial approaches to legal issues. The MMCCLA promotes public awareness of collaborative and cooperative law options; develops and makes available for review by practitioners draft forms, standards, and procedures that promote client-centered alternatives to litigation for resolving legal issues. The MMCCLA does not offer legal services; MMCCLA attorneys individually represent clients through their own law offices, not through the MMCCLA.

**Article III
Membership**

Section 1. Inclusiveness. MMCCLA is open to all attorneys who would like to offer the collaborative or cooperative processes to their clients and who agree to be active and constructive participants in the association.

Section 2. Training. MMCCLA members agree to attend a one day training of the collaborative and cooperative processes within the first twelve months of becoming a member. MMCCLA members further agree to participate in at least one practical skills training session related to the collaborative and cooperative processes during each subsequent calendar year of membership. The initial practical skills training may be waived by the Membership Secretary if no training is reasonably available for members joining at the end of a calendar year or if a member provides documentation of previous comparable training. If the training is offered by a person or entity other than MMCCLA or the University of Missouri—Columbia School of Law, members agree to obtain prior approval of the Membership Secretary.

If the one day training has not been completed, members agree to read one or more of the following resources before engaging in the collaborative process with any client: Pauline H. Tesler, *Collaborative Law: Achieving Effective Resolution in Divorce Without Litigation*, ABA Section of Family Law, 2001; Richard W. Shields et al. *Collaborative Family Law: Another Way to Resolve Family Disputes*, 2003; Victor T. Tousignant, *Collaborative Law: Survival Guide for the New Millennium*, 2002; Shelia M. Gutterman, *Collaborative Law: A New Model for Dispute Resolution*, 2004; Nancy J.

Cameron, *Collaborative Practice: Deepening the Dialogue*, 2004; any other resource approved by the membership for such purpose. The reading of one or more of the above resources is not a substitute for the one day training.

Section 3. Dues. MMCCLA members agree to pay initial dues of \$100 and prorated annual dues of \$60 within 30 days of membership. In the first year of membership, the annual dues will be reduced by \$5 for each full month of the calendar year prior to membership. Members agree to pay renewal annual dues of \$60 by January 31.

Article IV Meetings

Section 1. Regular Meetings. A regular annual meeting of the MMCCLA membership shall be held promptly at the time and place determined by the membership for the transaction of such other business as may properly come before the meeting. There shall be no less than four regular meetings, including any annual meeting, of the membership in each calendar year, and the membership shall provide by resolution the time and place for the holding of such additional regular meetings. MMCCLA members agree to attend at least one meeting per year. Attendance may be by teleconference or such other electronic medium as may be approved by the membership. When schedule conflicts arise, members agree to make every effort to contact the Membership Secretary prior to the meeting.

Section 2. Quorum. A majority of the full membership shall constitute a quorum for the transaction of and/or the ratification of business. The act of the majority of the membership present at a meeting at which a quorum is present shall be the act of the full membership. Attendance may be by teleconference or such other electronic medium as may be approved by the membership, and may include e-mail votes by the membership on issues noticed prior to the meeting, or put to the membership for vote in a defined time frame following the meeting, provided that a majority of the members vote on such issues.

Article V Committees & Assignments

There shall be no board of directors or chair person for MMCCLA. Responsibilities for the operations of the organization shall be divided up among the various committees and secretaries as set forth below and such other committees as may be approved by the MMCCLA membership from time to time.

Section 1. Website Committee. This committee shall be responsible for the maintenance and updating of the MMCCLA website.

Section 2. Financial Secretary. The financial secretary shall: (i) have charge and custody of and be responsible for all funds and securities of the association, receive and give receipts for moneys due and payable to the association from any source whatsoever,

and deposit all such moneys in the name of the association in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of these articles and (ii) in general perform all the duties incident to the office of financial secretary.

Section 3. Membership Secretary. The membership secretary shall: (i) keep a register of the post office and e-mail address of each member of the association, which shall be furnished to the secretary by such member; (ii) keep a record of member compliance with the annual training requirements; (iii) confirm that members have professional liability insurance coverage in effect; and (iv) in general perform all duties incident to the office of membership secretary.

Section 4. Records Secretary. The records secretary shall: (i) keep the minutes of the membership meetings in one or more books provided for that purpose; (ii) schedule meetings and see that all notices, including but not limited to meeting notices, are duly given in accordance with the provisions of these articles; (iii) be custodian of the association records, including those related to advertisement and the website, and the written permissions for use of MMCCLA member names as required by Article VI, Section 3; and (iv) in general perform all duties incident to the office of records secretary.

Article VI Policies Affecting Members

Section 1. Engagement Letter. MMCCLA members agree to use engagement letters in their individual representation of clients in collaborative or cooperative law matters. Members further agree to add a disclaimer to their individual or firm engagement letters stating that the representation received in a collaborative or cooperative law matter is by the member as an independent, individual practitioner and *not* by MMCCLA as an organization.

Section 2. Insurance. MMCCLA members agree to maintain professional liability insurance and will provide proof of such coverage to the Membership Secretary upon request.

Section 3. Use of Name. Before the name of an individual MMCCLA member can be used in any publication associated with MMCCLA, that member must affirmatively, and in writing, grant his or her permission for that use.

Section 4. Resources. MMCCLA provides draft forms and other documents to aid and promote dialogue among practitioners of collaborative and cooperative law. All forms on the MMCCLA website are provided for informational purposes only, and should not be construed as legal advice or as creating an attorney-client relationship. The forms are provided as guidelines for use by licensed attorneys who are trained in the collaborative and cooperative dispute resolution process, and should never be used or relied upon by anyone who is not represented by a trained collaborative or cooperative lawyer. The MMCCLA makes no warranties concerning the use of the forms, and

disclaims all warranties including warranties of merchantability and fitness for a particular purpose.

Section 5. Dispute Resolution. MMCCLA members agree to mediate, formally or informally, any dispute between members concerning the collaborative or cooperative processes, including the behavior of one or both members, that arises during or after representation of their clients. The members further agree to jointly select a mediator to facilitate the mediation. If the dispute is not resolved, it may be presented to the association for any appropriate resolution at a MMCCLA meeting.

Section 6. Agreement to Provisions. MMCCLA members agree that payment of dues acknowledges agreement to all of the provisions contained within these Articles of Association.

Association Certificate

The undersigned certifies that [s]he is the Records Secretary of the Mid-Missouri Collaborative & Cooperative Law Association (MMCCLA) and that, as such [s]he is authorized to execute this certificate on behalf of said association, and further certifies that the foregoing articles, consisting of four (4) pages, including this page, constitute the articles of the association as of this date, duly adopted by the membership of the association at the [date] [annual, special, or regular] meeting, as amended from time to time prior to the date hereof.

Dated: _____, 2006

Records Secretary