



**BYLAWS OF
VIRTUAL DIVORCE CALIFORNIA
(VDC)
*As of 4.8.2024***

I. NAME

The name of this California-based organization shall be **VIRTUAL DIVORCE CALIFORNIA (VDC)**, and shall include **VIRTUAL TRUSTS & ESTATES CALIFORNIA (VTC)** which shall have its own web address at **VirtualTrustsCA.com**. The term “Board” shall refer to the full membership of VDC: all VDC members are Board Members.

II. PURPOSE

The purpose of VDC is to provide qualified collaborative professionals, living in and/or licensed/certified in California, a supportive community of colleagues who together learn, generate cases and promote the growth of Collaborative Practice and Consensual Dispute Resolution (CDR) options. Distinct from most practice groups, VDC is an open, statewide practice group. These bylaws are therefore designed to quickly orient and include new, untrained and newly trained members, and to delineate the collaborative spirit and nature of our work together.

III. COLLABORATIVE PARADIGM SHIFT

VDC Members acknowledge and embrace the “Paradigm Shift” required of Collaborative Practitioners. This Paradigm Shift represents a skilled movement away from adversarial advocacy, towards the higher standards and values embodied by collaboration. The spirit and tone of this “Paradigm Shift” is modeled by and filters down to the discourse amongst VDC/VTC members as a practice group, our professional teams, and ultimately to clients. A related presentation by Stu Webb, the “grandfather” of Collaborative Divorce, is available on VDC’s YouTube Channel for review. As in our work, our members proactively solicit and include the voices and concerns of less extraverted members.

IV. PROFESSIONAL MEMBERSHIP

Professional Membership shall be open to persons who meet the following qualifications and requirements:

- A. Attorneys: Five years of practice, with 50% of their cases related to Family Law or to Probate, Trusts & Estates law; Current member in good standing with the California State Bar; and, Carry and maintain malpractice insurance in all relevant areas of practice (e.g. mediation,

coaching).

- A. Financial Specialists: (e.g. CPA, CFP®, CDFFA®) Five years of practice, with 50% related to family finances and/or (CPA's) business valuations/taxes; Current license/certification in good standing with California's Department of Consumer Affairs and any other regulating or supervising certification and/or licensing California boards.
- B. All VDC financial specialists must be Certified Financial Planners® or Certified Public Accountants and are required to also have Certified Divorce Financial Analyst® designations (CDFFA®). CPA's are not required to have CDFFA's to handle business valuations or tax matters. All VDC financial specialists must also maintain malpractice insurance in all relevant areas of professional practice (e.g. riders for mediation, financial coaching).
- C. Communication Coaches/Child Specialists: Five years of practice, and no less than one year of private practice, with a minimum of 25% of their work related to custody/divorce family issues; Current license in good standing with the State of California in the mental health field; and, Carry and maintain malpractice insurance in all relevant areas of practice. Note: Separate, additional liability insurance is usually required for clinicians functioning also as mediators and/or coaches.
- D. In addition, **Professional Members**:
 - 1. Belong to one of the three traditional collaborative professional categories required by collaborative protocols.
 - 2. Are fully trained in Collaborative Divorce Protocols or Collaborative Trusts & Estates Protocols, and in related Mediation (Minimum 2-3 days of Collaborative Training and minimum 30-40 hours of Mediation Training). Per IACP Standards and Ethics, all collaborative professionals are also trained in Mediation.
 - 3. Are set up and able to function as independent practitioners: Such practitioners must be able to function independently within the collaborative process, according to protocols and procedures associated with their profession, free of any potential conflicts of interests.
 - 4. May vote regarding *bylaws, budget/dues and the election of officers*. A quorum of Professional Members is needed to vote on said matters, and any other matters as determined in these bylaws.
 - 5. Volunteer to Chair and/or serve actively on *no less than* one committee, and are strongly encouraged to serve as Mentors to Student Members.
 - 6. Are listed at no extra charge as "Professional Members" on the website in either or both Collaborative Divorce and Collaborative Trusts & Estates arenas, depending on their specific areas of experience, expertise and Collaborative training.

V. MEMBERSHIP FOR RESOURCE SPECIALISTS

- A. Resource Specialists are community professionals (e.g. mortgage brokers, realtors, professional organizers and advisors, property evaluators, financial advisors affiliated with a financial firm, etc.) interested in serving as consultants in Mediation and Collaborative Practice, who are not of the 3 professions mandated by Collaborative Protocols (Attorneys, MHPs and Financial Specialists).
- B. For membership, Resource Specialists must be fully trained in Collaborative Divorce Protocols or Collaborative Trusts & Estates Protocols and in related Mediation (2-3 days of Collaborative Training and 30-40 hours of Mediation Training). They must maintain malpractice liability insurance in all relevant areas of professional practice (e.g. lending, real estate purchases/sales, mediation, coaching) whenever available.
- C. VDC Mortgage Brokers must also have earned the Certified Divorce Lending Professional® (CDLP®) designation.
- D. VDC Realtors working in the divorce realm must have the Certified Divorce Real Estate Expert® (CDRE®) designation *or the equivalent*, including the knowledge and experience to: Maintain clients' confidentiality regarding the divorce from the general public, Understand use of court involvement, Refuse to represent both a seller and a buyer in a divorce listing (aka "double ending"), Avoid all real and perceived conflicts of interest, Avoid any vested interest in the purchase of divorce properties, Avoid representing one spouse in any transaction without the other spouse's written consent, Value a family's joint best interest over the sale in all matters, Refuse receiving or offering referral fees, and Refuse listings outside the scope of experience, training and expertise.
- E. Once fully trained in Mediation and Collaborative, in either Collaborative Divorce or Collaborative Trusts & Estates, Resource-Specialist Members shall be listed on the Website at no extra charge.
- F. Resource Specialist Members who are licensed/certified to work in California may serve as consultants and participate on mediation and collaborative cases, provided they: meet the above requirements, recuse themselves from a case should clients decide to litigate, as well as sign the Principles & Guidelines, Participation Agreements and the Team Confidentiality Releases. Clients decide, as with Professional Members, whether to select Resource Specialists adjunctive to their Team.

VI. PROVISIONAL MEMBERSHIP

- A. **Provisional Members** are those of any of the 3 professional roles prescribed by Collaborative Protocols (Licensed Mental Health Professionals, Financial Specialists & Attorneys) who are newly licensed/certified, or do not yet otherwise qualify to apply for Professional Membership (e.g. are not yet trained in Collaborative Protocols and Mediation, or do not have 5 years' experience). *Provisional Members may not be listed on the website.*

- B. We welcome and include newly licensed/certified California professionals (i.e. attorneys, licensed mental health professionals, CPA's and other financial specialists) who may join as Provisional Members. The 1 year time limit for remaining a Provisional Member may be extended for newly licensed/certified professionals (e.g. MHPs, CPAs, CFPs & JDs) still completing their **first 5 years of experience in their respective fields**, provided they meet the remaining above requirements for Professional Membership *within the first year of joining*, and that MHP's demonstrate being prepared to practice and bill independently.
- C. Prior to applying for Professional Membership, Provisional Members must receive pre-approval from Professional Members in their respective professions, and/or from the Executive Committee if there are no or there is only one other Professional Member in their profession.

VII. PROVISIONAL MEMBERSHIP AND RESOURCES SPECIALISTS

Provisional Members and Resource Specialists, furthermore:

- A. Must be current members in good standing with their supervising certification and licensing California boards.
- B. Carry professional liability insurance, related to all area(s) of expertise and practice, as well as for the mediation/collaborative context in California (may require additional riders).
- C. Will complete both Collaborative and Mediation Training *within 1 year* of joining. *Upon completing the trainings* (Mediation & Collaborative), Provisional Members & Resource Specialists may:
 - i. Co-Chair a committee with a Professional Member,
 - ii. Offer VDC trainings to educate members and/or the collaborative community about their areas of expertise (pending Program Committee's approval),
 - iii. Shadow, serve on and/or consult for mediations and collaborative teams,
 - iv. Take additional leadership roles - *except being on the Executive Committee* (the latter is reserved for Professional Members), and
 - v. Vote on all Board-related decisions, except:
 - Bylaws (e.g. amendments),
 - Budgets/Dues, and
 - Election of Executive Officers.
 A quorum of Professional Members is needed for a vote on the latter three matters.

VIII. STUDENT MEMBERSHIP

As an open practice group, VDC's Purpose includes growing our community of Collaborative Professionals, and increasing the diversity of that membership to include younger professional members. Our aim is to also provide Student Members the opportunity to forge deeper relationships with seasoned professionals, especially via committee work, mentorship and broader community events.

- A. Student Members are: Students who are as yet in law school, who qualify as clinical interns or associates in MHP graduate school programs, as well as financial specialists who have

graduated with undergraduate degrees in financial realms and, for example, are enrolled but have yet to complete a CDFA certificate program or to pass the CPA exam. MHP clinical interns and associates must have a designated, ongoing supervisor, *outside of VDC*, to comply with their licensing requirements, ethics and laws. VDC Professionals will not provide hours towards MHP licensing.

- B. Student Members may apply and join VDC at no cost, must serve on at least one VDC Committee, and agree to finish their Mediation Training and Collaborative Training (if not previously completed) within their first year of membership. They may apply for Provisional Membership after being licensed and/or certified, and for Professional Membership 5 years after they are licensed, per the membership requirements herein.
- C. Student Members may not: vote on VDC or VTC matters, be listed on the website, or act in any independent professional capacity on cases while shadowing, given the liability this presents for Team Professionals on the case, and the increasing participation in Consensual Dispute Resolution (CDR) processes of high-conflict, litigious clients.
- D. Student Members shall clearly indicate their “student, unlicensed and/or uncertified status” in all matters, including but not limited to any documents, marketing materials, websites, verbal and online interactions within or outside of VDC, within any Professional Community, or with the Public, and in accordance with their regulatory licensing and/or certification Boards or Agencies, e.g. Laura Gustavson, *Law Student*; Maria Rodriguez, LMFT Associate (*Unlicensed*); Sam Francisco, Psych Intern (*Unlicensed*); Mei Chung, *CPA Candidate*; Tisha Jones, *CDFA Candidate*.
- E. Only fully trained Student Members may ask or be invited to shadow on Mediation and Collaborative cases, provided each Student Member obtains liability insurance appropriate for their status and profession, and as required by their Mentor for mediation and/or collaborative work. VDC Professional Members are encouraged to take responsibility for mentoring a student’s participation in CDR cases. Mentoring Professionals who take responsibility for the student on a case need not be of the same profession as students who wish to learn skills associated with a different profession.
 - i. Trained Student Members may shadow on Mediation and Collaborative cases, provided they sign a **Mentor-Student Contract** with a specific, independent Mentoring Professional (of any of the 3 professions) regarding a Student’s participation in a given case.
 - ii. VDC, as a group of independent professionals, will not be responsible in any way for any Mentor or Student Member’s participation or behavior on cases. VDC’s and VTC’s logos and names will not appear on any mentoring-related forms, permissions or releases signed by Student Members, their Mentoring Professionals or clients, except that VDC and VTC must be clearly named in the **Indemnification Agreement** described in “v” below of this section.
 - iii. When Team Professionals from any practice group include a Mentored Student to shadow, Team Professionals will agree beforehand to follow VDC’s Conflict Management Protocols to address any concerns with Student Members. Student Members may be asked at any time to resign from shadowing a case by the client(s), a professional or the team in a manner consistent with the respect inherent in our Conflict Management Protocols.

- iv. All Mentoring Professionals will ensure they and Mentored Students both sign and share with VDC's Membership Chair a Mentor-Student Contract that clearly delineates: the professional's and student's specific responsibilities, an attestation that both have read, will uphold and act in accordance with Team/Client Conflict Management Protocols, a DEIB Educational Guide, the law and ethics guiding their respective areas of professional study and practice, as well as the IACP Standards and Ethics for collaborative professionals.
- v. They shall further agree in a **Separate Indemnification Agreement** that neither their relationship with one another nor membership in VDC shall create liability for VDC or VTC. This document shall explicitly indemnify VDC and VTC against any acts of the Mentor and Mentee, may *not* be shared with clients, and a copy will be shared with the Membership Chair.
- vi. Whenever Student Members shadow on a case, clients and professional team members shall first provide **Written Permission** and assert therein clear knowledge of: the Student's status as well as the parameters of the Mentor-Student Contract described in "iv" above in this section. Students may also sign relevant case documents, including but not limited to the disqualification and confidentiality clauses, as determined and agreed to by team professionals. Again, *VDC may not be named in any case-related client approvals, agreements or documents and is not liable for Professional or Student Members' behavior while participating in cases.*
- vii. *Outside* of client interactions, Student Members who shadow, may: observe and ask questions of any involved professionals, be included on team correspondence, provide team feedback as solicited, and offer to contribute to case management (e.g. request the signing of client forms), provided they are diligently supervised by the identified Professional Mentor.

IX. EMERITUS MEMBERSHIP

Professional or Resource Specialist Members who have been active group members for at least 3 years and then retire and no longer have cases will pay \$150/year for membership. They will be listed as "Emeritus Members" under their usual Professional or Resource Specialist Member categories on the website.

X. MEMBERSHIP APPLICATION

All interested in joining may attend 3 meetings before deciding to apply as Professional, Resource Specialist Members, Provisional Members or Student Members.

Applications are submitted to the Membership Committee for assessment, any interviews and recommendations. VDC members will receive an email copy of the application and will be given a deadline for feedback to the Membership Committee, prior to approval. No reply will be considered a positive vote. The Membership Committee will use its discretion to address related matters.

XI. CONTINUING EDUCATION

- A. Each member must complete no less than 12 hours every two years: 6 hours of Mediation and/or 6 hours of Collaborative Training – distinct yet overlapping areas of expertise. Training is

provided by a recognized professional organization and/or VDC//VDT. Attendance at both the CP Cal and IACP Conferences is strongly encouraged.

- B. All Members are asked to seriously consider any member requests and/or feedback indicating a need to pursue additional collaborative team training: 1) to help drop positional advocacy in favor of a collaborative paradigm shift, with colleagues as well as clients, and/or 2) to better understand the distinct bailiwicks of other professionals in a collaborative process. Team and Practice Group members are always strongly encouraged to directly ask supportive colleagues, especially coaches, for guidance, help and clarification in these arenas.
- C. For Collaborative Practice to be effective, all members actively engage training to understand and demonstrate the “Collaborative Paradigm Shift” (away from positional advocacy) in their interactions with one another, on teams and with clients.
- D. All members agree to pursue ongoing training regarding: (a) How to recognize the potential for clients best suited to Collaborative resolutions, (b) How to encourage clients to choose Collaborative as a viable CDR option (rather than “selling”).
- E. All Members are strongly encouraged to shadow/observe no less than 2 Collaborative Cases from start to finish (Must obtain client permission via Professional Members on the Team, and/or ask to observe/volunteer at a Collaborative Clinic for those of Modest Means). Shadowing cases also helps our professionals get to know new members, as they provide constructive feedback, share observations of couple/team dynamics and offer to help, e.g. during post-meeting debriefs.

XII. OUR MEMBERSHIP IN OTHER COLLABORATIVE ORGANIZATIONS

VDC/VDT shall maintain current membership in LACFLA, CP Cal and IACP. All members shall individually pay practice-group rates to sustain their membership in LACFLA and IACP. Individual VDC members may pay the lower, whole-group LACFLA membership rate and submit their payments to VDC’s Treasurer (who pays LACFLA with one VDC check), *provided*:

- i. More than 50% of VDC’s members reside or have an office in Los Angeles County, and
- ii. All LA-County VDC Members are also LACFLA members.

VDC/VDT will pay directly for its annual, practice group CP Cal Membership, and will request contributions from all VDC/VDT members if or as needed to cover this cost. IACP membership is required by CP Cal Membership for a global connection to the Collaborative Community. CP Cal and IACP Conference attendance is strongly encouraged. Our collaborative practice group supports Collaborative Practice at the local, state and international levels.

XIII. ATTESTATION OF COMPLIANCE

All members will sign an Attestation to their compliance and agreement regarding each of the specific membership requirements included in these bylaws no later than **December 1**, and ensure the payment of all dues no later than **December 1** of each year.

All VDC Members are required to report any complaints or investigations regarding their licenses and/or certifications to the Membership Committee for support and to review how best to proceed given our requirements.

XIV. DUES AND FEES

All Members of Virtual Divorce California (who are not Student Members) shall pay an initiation fee, and all Members shall pay annual dues and fees, as determined by a vote of a majority of the Professional Members each year. Membership dues paid are intended to include all dues paid for participation in VDC and VTC, as both shall hold equal standing. Similarly, dues paid shall be equal for members trained in Collaborative Divorce or Collaborative Trusts & Estates. Those trained in both shall not pay additional dues for competency in more than one area of collaborative practice. All VDC members, whether Professional, Provisional or Resource Specialists shall pay an equal amount of dues. Dues requirements are as follows:

- A. Budgets are submitted by committees to the Treasurer and set by majority vote of Professional Members for the general fund and certain committees. Such accounts may include: the “General Fund,” which may be allocated, for example, to the “Membership Committee,” the “Diversity Committee,” the “Marketing Committee” and its subcommittees, and/or the “Programs & Events Committee.” Monies raised from initiation fees, dues, donations and programs shall be allocated by a majority vote of the Professional Members into such accounts as deemed necessary. Prior to each monthly meeting, the Treasurer shall provide the membership a clear, current monthly accounting of all expenditures and income, including for each separate account that may have been established.
- B. Annual dues and initial buy-in fees shall be established by a vote of the Professional Members from time to time, with due consideration for members of differing means.
- C. Annual dues become due and payable no later than **December 1** of each new year. The annual dues set for the year 2022 are \$400.00. The Treasurer formally requests and collects annual dues at the **October and November** monthly meetings *prior to December 1* of the coming year.
- D. Each year, if said dues are not paid by **March 1**, the following terms apply:
 1. A member shall receive written notice from the Treasurer *before Feb 15*, providing an additional two weeks to provide payment. In the event payment is not received by **March 1**, absent good cause showing, that member shall be suspended and removed from the membership roster on the website and elsewhere.
 2. A member may be reinstated if by **April 1** that member, absent good cause showing, pays (i) the full dues owing, and (ii) a \$150 late fee.
 3. Absent good cause showing, in the event a member's annual dues remain outstanding on **April 1, thereafter** the former member must reapply for membership and pay the initiation fee required at the time.
- E. To join VDC, new members (who are not Student Members) agree to:

1. A “buy-in” **initiation fee** that contributes towards costs and work incurred by members to develop the practice group up to the time of a member’s joining. Such buy-in costs will be set from time to time by a majority vote of professional members. As of January 2022 this buy-in amount is zero dollars. As of 2023 this initiation fee will increase to \$100.00 for new members joining, as determined by a vote of Professional Members, with due consideration for members of differing means. As of 2024, the initiation fee will be a minimum of \$350.
 2. Those who join the group prior to **June 30th** of any year shall pay the full **annual dues** set for that year. Thereafter, new members shall pay one-half (½) of the annual dues set for that year (e.g. for the year 2022 that one-half amount is \$200.00).
- F. Special fees payable regarding former members who seek to resume membership in VDC (with the exception of “founding members” addressed separately in subsection “XI G” below):
1. When a former member seeks to rejoin VDC within *one year* of ceasing to be a member, the buy-in/initiation fee to rejoin VDC shall be zero dollars;
 2. When a former member seeks to rejoin VDC *more than one year but less than 3 years* after ceasing to be a member, the buy-in fee to rejoin VDC shall be one-half (1/2) of the initiation fee in place at the time of rejoining; and,
 3. When a former member seeks to rejoin VDC *more than 3 years* after ceasing to be a member, the buy-in/initiation fee to rejoin VDC shall be the full initiation fee in place at the time of rejoining.
- G. When a former VDC member is a “founding member” and seeks to resume membership, the following terms apply:
1. The “founding members” of Virtual Divorce California in **November of 2020** shall be defined to include Steve Garelick, CPA, Ria Severance, LMFT and Kevin Chroman, Esquire. In 2022, the membership voted to waive annual dues for Ria Severance, LMFT to compensate her years’ of full-time work to get VDC and VDT solidly established.
 2. When a founding member seeks to rejoin VDC more than 3 years after ceasing to be a member, s/he/they shall be charged either the applicable fee set forth in subsection “XI F” above or one-half (1/2) of the initiation fee at the time he or she seeks to rejoin VDC, whichever is less. Given that said initiation fee as of 2021 was zero dollars, for the purposes of rejoining after more than 3 years, said initiation fee shall be considered \$125.00 for founding members.
- H. Gifts to VDC’s Marketing Fund: VDC members are *strongly encouraged* to support VDC’s marketing fund by gifting a minimum of \$100 or 10% of any fees received on a case, whichever is less. Gifts are to occur upon receipt of retainer or fees from any CDR case sourced from VDC's marketing, for example: webinars, website, referrals from VDC member(s) who benefitted from marketing.

XV. OFFICERS

- A. Executive Committee Officers shall have no less than 5 members including: the President, Vice-President (the President-Elect), the Immediate Past President, Secretary, and Treasurer, and additional members needed to ensure *no less than one* representative from each of the three professions prescribed by Collaborative Practice, including professionals from Family Law as well as from Trusts & Estates. An Executive Committee Member at Large shall be selected by the committee, as needed, to represent all 3 professions and Trusts & Estates. After the first two years of VDC's existence, Founders Kevin Chroman and Ria Severance will finish their terms as alternating President and Vice President. There will be no official "Past President" at that time. If they do not run or are not re-elected, they shall both serve as "Past Presidents" on the Executive Committee for two years to support an incoming President and elected Vice-President (next, incoming President).
- B. The Executive Committee shall meet monthly. The President shall provide an agenda, with contributions from other Executive Committee members, *no less than 3 days prior* to an Executive Committee meeting. To ensure engagement, the President shall request monthly Committee and Delegate Reports at least 1 week prior to monthly Executive Committee Members.
- C. Elected Executive Committee Officers serve a minimum term of two years, except for the Vice President and President. The Vice President is the President-elect for one year, then serves as President, and then as Immediate Past President, for a total of 3 consecutive years. To ensure practice group growth and renewal, the President shall serve no longer than 3 consecutive years collectively as Vice President, President and Past President.
- D. The President shall preside at all monthly Board meetings. When s/he/they is unable to do so, the successive member (Vice President/President Elect) shall preside over the meeting.
- E. The Executive Committee shall appoint Committee Chairs and their members, and perform other duties associated with their office.
- F. The President shall attend as many committee meetings as time permits (a task shared with the Vice President/President Elect) to sustain an overarching perspective, and to support committee leadership, interests and concerns, and ensure collaboration between committees as needed. The President will create and send all members the agenda prior to monthly Board meetings. During a President's term, the President often offers an overarching vision that inspires the Board and its Committees.
- G. Committee Chairs provide committees with written agendas, and submit monthly reports and matters requiring votes to the President *at least 3 business days prior* to monthly Executive Committee meetings, and report at each Board meeting.
- H. The Secretary shall record minutes for each Board meeting and Executive Committee meeting, keep a copy of all approved minutes in a minutes book or in a secure online location, ensure said minutes are also stored by the Past President, and send out to all members copies of the *proposed* Board minutes *at least 7 days* prior to the next Board meeting, followed by copies of the

approved minutes, if revised, *within 7 days following the meeting when said minutes were approved*, clearly distinguishing the two when needed.

- I. The Treasurer acts as an advisor on VDC's financial matters. The Treasurer shall:
 1. Prepare prior to each monthly meeting the VDC budget and expenses, keep a copy of this accounting, while also sharing a duplicate copy with the Vice President.
 2. Send out copies to members, *within the week prior to each monthly meeting* for their review, a clear, current and monthly accounting of the VDC Trust Fund income and expenditures, including for each separate account that may have been established.
 3. Receive initiation fees, dues and program revenue, and pay approved expenses.
 4. Request estimated budgets from current Committee Chairs for the next year by **October 1** (to be received and updated by any past/new chairs no later than **February 15**).
 5. Ensure all members pay annual *practice group rates* for membership to LACFLA and IACP, and that VDC pays for CP Cal membership no later than **January 1**. Note: CP Cal requires all VDC's members to also be individual members of the IACP.
 6. Request annual membership dues *verbally* at both the **October and November** monthly Board meetings, and *in writing* in the financial reports presented for those two meetings. Membership dues are due no later than **December 1** for that year's membership.
 7. Issue written notice *prior to February 15*, to individual members who did not pay dues by December 1, providing a two weeks' notice to pay, given consequences begin **March 1**.
 8. Receive updated annual budgets from any new Committee Chairs no later than **February 15**.
 9. Following Executive Committee review, provide a total budget for a vote by Professional Members to occur during a monthly Board meeting, no later than **April 1**.
 10. Submit for Executive Committee review any committee expenses beyond a committee's approved budget, before submission to Professional Members for a vote.
 11. In general, checks are not issued without an affirmative vote by Professional Members. The Treasurer may use discretion to pay reasonable, VDC-related bills less than \$250, and not included in a committee's budget. The Treasurer will seek Executive Committee review as needed, for support in making such determinations.
 12. Prepare any other financial reports, as needed.

XIII. VOTING

- A. At all times, members voting are encouraged to both consider and seek options that respect the needs and concerns of *all* VDC members, and serve the over-arching, long-term wellbeing of the group.
- B. Elections:
 1. A simple majority of those who are members constitutes a quorum.
 2. Only Professional Members may vote on Bylaws (e.g. amendments), Budgets/Dues, and Election of Officers.
 3. Student Members may not vote on VDC or VTC matters.
 4. In the absence of a quorum, no formal action shall be taken except to adjourn the vote to a subsequent date.
 5. A quorum may be obtained by email, telephone or text, and voting proxies to other members may be granted if confirmed by text or email.

6. Passage of a motion requires a simple majority (i.e. one more than half the number of members).
7. An election shall be held every two (2) years to determine the **Executive Committee**.
 - i. Members shall submit nominations of Professional Members they verify are willing to serve on the Executive Committee, which must include those qualified in Collaborative Trusts & Estates as well as those in Collaborative Divorce.
 - ii. The Executive Committee shall call for nominations to the Executive Committee, and clarify requirements at the Board meeting in **September of the second year** of a President's term.
 - iii. Nominations shall be submitted by members to the Secretary and then to the Executive Committee by the close of the **second year's October meeting**.
 - iv. At the following month's **November meeting**, elections shall be held within the monthly Board meeting, by proxy or by text participation, as determined by ballots provided. Ballots are anonymous to all except the Secretary, who shall save and tally the ballots to ensure one vote per participant. In the event the Secretary runs for a position, the Past President shall be designated to perform this duty.
 - v. **Before the December meeting**, Executive Officers shall be announced, and at the coming **January meeting**, officers shall begin their term.
 - vi. The Immediate Past President is automatically appointed as an officer on the Executive Committee for one additional year, replacing the former past president in this role on the Executive Committee, and
 - vii. Note: Executive Committee members are required to serve two years, thus voting before that time is unnecessary. **Presidents who were Vice Presidents and become Immediate Past Presidents on the Executive Committee serve a total of 3 consecutive years**, unless otherwise decided.

XIV. COMMITTEES

All Professional Members are required to volunteer to chair and/or actively serve on *no less than* one Committee of the Board to keep group membership affordable and diverse. Resource Specialists, Provisional and Student Members are also required to co-chair and/or actively serve on *no less than* one committee.

Active investment in committee work is critical: to our effective functioning, to keep our dues reasonable, to ensure inclusive, equitable membership and to deepen relationships. Active participation in committee work forges the strong personal and collegial relationships that generate referrals and create a solid community network within any practice group.

We are first and foremost a group of collaborative professionals, in spirit and in practice. Power is distributed horizontally for the most part, not vertically. Committees offer recommendations, and the Board discusses and votes on their proposals. Committee decisions that impact the larger group (e.g. the name of our group, our image in the community) are submitted to the Board for discussion and votes. When in doubt, Committee Chairs will consult the Executive Committee regarding whether certain within-committee decisions are best submitted to the Board for discussion and votes.

Committee Chairs plan ahead, calendar due dates herein relevant to their committees, and update

the document delineating duties for future chairs. Chairs appoint and mentor Co-Chairs, and propose and get committee consensus to hone, define and prioritize annual goals for the committee and practice group. Semi-annual and annual goals are submitted annually to the President by **February 15**. Progress reports are submitted monthly.

Committee Chairs present their committee members' approved budgets for the coming year to the Treasurer **no later than October 1** of the current year, to be updated by new chairs and received by the Treasurer **no later than February 15**. Following Executive Committee review, the total budget shall be submitted by the Treasurer to the membership for review, for a vote by Professional Members to occur **no later than April 1**. *In general, budgets and expenses shall require approval of the majority of the Professional Members before a check is issued.* The Treasurer may use discretion to pay reasonable VDC-related bills less than \$250 not included in a committee's budget, and seeks Executive Committee review for confirmation.

The Executive Committee plans the Annual Retreat to occur **in January or February**, may appoint standing and ad hoc committees as necessary, and oversees established Committees, such as the Membership Committee, Programs & Events Committee, Diversity Committee, Marketing Committee (which may include, for example, 6 Subcommittees: Website Subcommittee, Content Marketing Subcommittee, Social Media Subcommittee, Advertising Subcommittee, Divorce Options® & Trusts & Estates Options Marketing Subcommittees, Diversity/Social Justice Marketing Subcommittee), Divorce Options® and Trusts & Estates Options Committees, etc. The Diversity Committee shall be a perpetual committee of the Board.

A. Diversity Committee

As an organization committed to social justice, VDC affirms a duty to embody the social justice we wish to see in the social systems with which we are inextricably interrelated.

With compassionate and cultural humility for ourselves and others, VDC members shall honor an *unqualified commitment* to diversity, equity, inclusion and belonging (DEIB), as well as the principles of mutual respect, social justice and environmental protection that this commitment implies. Whenever repair is possible, desired and/or willingly received, VDC's members work to learn the skills needed to effectively raise concerns and remediate the adverse, detrimental or injurious effects of our biased, inequitable and exclusive attitudes and behaviors on others, including those within and beyond VDC.

Given our unqualified commitment to the principles of DEIB, a Diversity Committee shall be a perpetual Committee of the VDC Board that furthers and upholds this unqualified commitment by, for example, working to ensure our members, staff, community partners, volunteers and populations served are diverse and reflect the members and interests of our broader communities.

The Diversity Committee's guidance and recommendations are proactively sought whenever setting policy, hiring, making appointments, procuring goods and services, marketing, soliciting memberships and donations, providing written materials and all other actions that affect VDC's impact on and its collaborations with the broader community. To help us keep in mind our commitment to DEIB principles, one member of each Board Committee shall be selected by that committee based on diversity-related interest, experience and/or training to serve and liaison with

the Diversity Committee.

In addition, the Diversity Committee will determine which DEIB materials to include on VDC's website, and shall establish evolving educational materials regarding, *for example*:

1. Definitions,
2. Identifying and distinguishing organizational values, dynamics and approaches that foster social justice, inclusion and belonging,
3. Guidelines for managing in-house, diversity-related concerns (with input from the Membership Committee),
4. An Honoring Diversity Statement, which may include bylaws pertaining to the Diversity Committee, VDC's DEIB Mission and Vision, Approach and Goals,
5. DEIB Learning Resources for Professionals and/or the Community,
6. Updated Modest Means Family Law Resources for VDC program participants who may not have access to our services, and
7. Accountability via the transparent sharing of DEIB operationally-defined successes and failures and the tracking methods used to identify and assess these.

B. Membership Committee

The **Membership Committee** addresses membership matters, and performs functions, *such as*:

1. Updates and collects annual attestation forms (described above) **during October and November by December 1** of each year, ensuring compliance with each of the bylaws-specific membership requirements (in collaboration with the Treasurer who collects dues near the same time).
2. Membership Chair and Co-Chair file/store Membership Applications and annual Attestation forms.
3. Forms a Screening Subcommittee that reviews applications for different levels of membership and different professions, ensures applications are complete, may create protocols for standardized interviews within those professions, and provides recommendations to the Board regarding acceptance of new member applications, prior to a vote.
4. Provides and tallies ballots for Board approval of membership applications (per these bylaws) beginning in 2024.
5. Proactively pursues and follows guidance from the Diversity Committee in all member recruitment efforts.
6. Welcomes and reaches out to support and include new members while soliciting similar efforts from existing members identified as a "good match" to usher in new individual VDC members.
7. Updates Conflict Management protocols (evidence-based where possible) for managing challenges and conflicts between VDC Members, Team Members, and between Team Members and Clients.
8. Offers to collaborate with and offers input to the Diversity Committee for protocols regarding in-house, interpersonal diversity concerns and challenges.
9. After referring to and supporting members' use of established protocols for conflict management, brings private member concerns to the attention of the leadership or member most likely to provide skilled, effective and respectful help, in accordance with said protocols.

10. Annually or bi-annually assesses and surveys the overall effectiveness of the practice group's functioning (e.g. member satisfaction, VDC members' degree of engagement, group dynamics) and offers specific, positively-stated recommendations to the Board, and
11. Establishes and provides standardized exit interviews/forms to help identify actionable, constructive feedback to enhance VDC's effectiveness and future member retention.

C. Programs & Events Committee

The **Programs & Events Committee** may annually, *for example*, provide:

1. Collaboration with Executive Committee to Plan Annual Retreat
2. Scheduling of Programs & Events, with deliberate effort to avoid conflicts with LACFLA, CP Cal or IACP events, etc.
3. In-house, online, skills-focused trainings, that may be also offered to the broader collaborative community to expand VDC's recognition and standing.
4. Two-three online programs and/or events for the professional community, including, for example, a diversity-related training or workshop (in collaboration with the Diversity Committee).
5. **Social & Networking Events** for the VDC Membership, such as:
 - The organization of fun, social events for all VDC members at least twice a year.
 - Facilitate as well as manage ongoing in-house networking efforts to strengthen members' connections (e.g. Zoom triads or quartets of members that meet once a month for two months before being switched to another small group of people, ideally not already known well to one another).

D. Divorce Options® Committee

Distinct from practice group presentations that aim to market, Divorce Options® is offered as both a public service, and as a critical service to the professional Collaborative Community. For the public, D.O. offers a neutral comparison of 4 legal divorce process options. For the Collaborative Community, D.O. is the single most effective way to spread awareness of Collaborative Divorce as a viable divorce process. Per our CP Cal mandates, the Divorce Options® Committee may collaborate with the Marketing Committee to provide at least one no-cost, online, 1.5 hour monthly program (alternating both halves of the program each month or twice within the same month) or a full 3-hour program that *aims to educate*: the public, professionals working with families and family law clients in the courts, in accordance with CP Cal requirements. Monthly D.O. webinars are scheduled at times that work for MHPs, financial specialists and attorneys (often lunchtimes) and ideally do not conflict with CP Cal's existing scheduled list of online D.O. Workshops for practice groups throughout CA. In addition, CP Cal currently requests that 2 Divorce Options® Liaisons from each practice group attend 30-minute monthly CP Cal Divorce Options® meetings at 10 a.m. for 30 minutes on the third Thursday of each month.

E. Trusts & Estates Options Committee

Per our CP Cal mandates, the Trusts & Estates Options Committee may collaborate with the Marketing Committee to provide at least one free, online, 1.5 hour monthly program (alternating both halves of the program each month, or presenting twice within the same month) or a full 3-

hour program that aims to educate: the public, professionals working with families and probate clients in the courts, in accordance with CP Cal requirements. Regularly scheduled T & E Options workshops are scheduled at times that work for MHPs, financial specialists and attorneys (often lunchtimes) and ideally do not conflict with CP Cal's existing schedule list of online T & E Options Workshops for practice groups throughout CA. In addition, CP Cal may request that 2 Trusts & Estates Liaisons from each practice group attend monthly CP Cal Trusts & Estates Options meetings.

F. Marketing Committee

The **Marketing Committee** may have, for example, **Subcommittees** and ensures that each separately addresses *both* Divorce/Custody as well as Trusts & Estates' interests and concerns, *such as*:

1. The **Website** Subcommittee which reviews and adds or edits content to the website, in collaboration with Diversity and VDC's webmaster.
2. The **Content Marketing** Subcommittee (e.g. blogs, interviewing members to create no less than monthly blogs for both Divorce and Trusts & Estates) to increase SEO for VDC website, and cross link member websites to the VDC website.
3. The **Advertising** Subcommittee sends out **Monthly Email/Mailchimp** of VDC Programs/Events, Divorce Options®, and Trusts & Estates Options, systematically featuring VDC members in both arenas of Collaborative Practice, and other VDC newsworthy matters. The Advertising Committee may also establish regular client-acquisition and promotional events offered by VDC members (coordinating scheduling with the Programs and Options Committees, with consideration for the distinctly different work hours of the 3 professions, as well as the LACFLA and CP Cal calendars).
4. The **Social Media** Subcommittee provides and works to ensure all members support VDC's online marketing and presence (Facebook, LinkedIn, Google Reviews, Eventbrite, NextDoor, MeetUp, Google My Business, etc.) as determined by the committee, and coordinates with the Advertising Subcommittee as well as Diversity.
5. Marketing for **Divorce Options®** as well as **Trusts & Estates Options**; and
6. The **Diversity/Social Justice Advocacy** Subcommittee works in collaboration with the Diversity Committee and other committees to provide articles, including resource links on the Diversity Page of the website (e.g. MothersEsquire), other related support for VDC's Members, collaborations with other Collaborative and Community advocacy groups, and related client resources, etc.

XV. MEETINGS

- A. Members shall allow for 1.5 hours monthly for regular VDC meetings, unless otherwise determined. VDC meetings shall occur on the 2nd Monday of the month, from Noon-1:30.
- B. Committee Meetings shall be held for one hour monthly, or as needed to complete the work of that committee, and at a regular time (determined annually) at which all/most committee members, or subcommittee members can attend.
- C. Special meetings of the membership may be held at any time when called for by the Executive Committee.

XVI. FISCAL POLICIES

The fiscal year of Virtual Divorce California shall be from January 1st to December 31st of each year.

XVII. AMENDMENTS

These bylaws may be amended or revised by a vote of the majority of the Professional Membership either during monthly meetings, or when requested via email. Advance notice of any proposed bylaws' amendments shall be provided to the membership.