


## Regulations governing use of the Certification Mark



In the Name of Divorce Coaching, Inc.

### I. Identification of the Applicant/ Certifying Body

1. The Certification Mark  (referred to herein as “the Certification Mark”) is owned by Divorce Coaching, Inc. of 8729 Bay Pointe Drive, Tampa, Florida 33615, United States of America.

### II. Characteristics to be Certified by the Certification Mark

2. The Certification Mark relates to a personal divorce coach training and certification program run by Divorce Coaching, Inc.
3. The Certification Mark certifies that the services identified in the Certification Mark application and provided by authorized users of the Certification Mark meet the standards set by Divorce Coaching, Inc. in terms of the training, knowledge, and competence of the authorized users in the performance of those services (discussed under Section IV below).
4. The Certification Mark also certifies that the performance of those services by authorized users complies with Divorce Coaching, Inc.’s Standards of Ethics and Professional Responsibility (discussed under Section IV and VI below).

### III. Persons Authorized to Use the Certification Mark

5. Use of the Certification Mark is strictly limited to those persons who have satisfied the certification standards, the certification maintenance standards, and paid the fees stipulated by Divorce Coaching, Inc. and outlined in these Regulations.

### IV. Certification Standards of the Certification Mark

6. Certification standards of the services identified in the Certification Mark application are based upon authorized users of the Certification Mark meeting the training and continuing professional development requirements set by Divorce Coaching, Inc.
7. To meet the certification standards of the Certification Mark, candidate users of the Certification Mark must complete a prescribed number of hours of training. Further information on this can be found on Divorce Coaching, Inc.’s website, which at the time of these Regulations is <http://certifieddivorcecoach.com>. At the time of these Regulations, the approved hours for certification (by area) are:

Divorce Coaching Frameworks		Divorce Coaching Advanced Applications	
Core Competency Hours	31	Core Competency Hours	31
Business Development Hours	5	Business Development Hours	5
Total Hours	36	Total Hours	36

8. Training will take the form of training courses administered by Divorce Coaching, Inc. During training, candidate users of the Certification Mark must undertake, to the satisfaction of Divorce Coaching, Inc., the following tasks:
- i. Candidate users must explain in writing and demonstrate during live interactive training conference calls ethical, responsible, and authorized performance of the services represented by the Certification Mark.
  - ii. Candidate users must explain in writing and demonstrate during live interactive training conference calls an understanding of the Standards of Ethics and Professional Responsibility (attached and referred to under Section VI below).
9. Satisfactory completion of the tasks above is accomplished through three hours of informal in-class activities and six, one-hour assessments outside of class recorded and reviewed by an instructor. These hours are subject to change at the discretion of Divorce Coaching, Inc.
10. Candidate users of the Certification Mark must also satisfy the work experience requirements set by Divorce Coaching, Inc. No fixed minimum number of hours is set. For licensed professionals (which, at the time of these Regulations, includes candidates who are licensed to practice law in at least one jurisdiction, candidates who are licensed as certified mediators, licensed educators, licensed financial professionals, or licensed to practice medicine, counselling, or therapy), there is no minimum number of hours of work experience required. For non-licensed professionals, the amount of work experience required depends on each candidate's experience. The number of hours required will be assessed and determined by Divorce Coaching, Inc. on the basis of each candidate's experience.

**V. Fees to be Paid in Connection with Use of the Certification Mark**

11. The applicable fees at the date of these Regulations are as follows:

Tuition fee for training program	\$4,300.00 USD
Reduced tuition fee for licensed professionals	\$3,700.00 USD
Annual certification fee	\$145.00 USD

**VI. Maintenance of Certification**

12. Authorized users must renew their certification every two years. Continued authorization to use of the Certification Mark is based upon adherence to these Regulations and to the following requirements of Divorce Coaching, Inc.:
- i. Meeting continuing education requirements.

- ii. Adherence to Standards of Ethics and Professional Responsibility; and
  - iii. Payment of annual certification fee.
13. Authorized users seeking to maintain their certification must submit a Renewal Application containing:
- i. A report of continuing education credits. Divorce Coaching, Inc. accepts continuing education credits approved by the regulatory authorities of licensed professionals or credits from continuing education courses provided by Divorce Coaching, Inc. A copy of the report template, containing guidelines and information about requirements, as it appears at the time of these Regulations is attached as Annex 1.
  - ii. A signed agreement to adhere to the Standards of Ethics and Professional Responsibility. A copy of the declaration form as it appears at the time of these Regulations is attached as Annex 2. The form sets out the Standards of Ethics and Professional Responsibility relating to authorized users of the Certification Mark.
  - iii. Payment of an annual certification fee (set out in Section V above).

#### **VII. Procedures for Resolving Disputes**

14. Where the dispute resolution is to resolve disputes between an authorized user of the Certification Mark and a member of the public receiving services from the authorized user:
- i. The relevant dispute resolution procedures are embodied in the Grievance Procedure maintained and made available by Divorce Coaching, Inc. A copy of the Grievance Procedure is attached as Annex 3.
  - ii. A person or persons with a complaint or grievance against an authorized user of the Certification Mark may formally submit a grievance using standardized forms provided to the aggrieved party by Divorce Coaching, Inc. A copy of the Grievance Form is attached as Annex 4.
  - iii. Divorce Coaching, Inc. will review the grievance in a timely manner, obtain input from the authorized user of the Certification Mark, and determine what, if any, sanction will be imposed. Sanctions include additional continuing education requirements and revocation of authorization to use the Certification Mark.
15. Where the dispute resolution is to resolve disputes between an authorized user or a candidate user of the Certification Mark and Divorce Coaching, Inc.:
- i. The authorized user should submit a written grievance to Divorce Coaching, Inc. The grievance will be received by the Board of Directors. The dispute will be reviewed by the Board of Directors in a timely manner and resolved in writing by the Board.
16. Once the internal review process is complete, complainants have the right to take further action through the courts through normal, independent legal processes. Complainants and Divorce

Coaching, Inc. also have the option of agreeing to binding alternative dispute resolution through independent arbitrators as appropriate under the relevant national law.

### **VIII. Supervision of Use of the Certification Mark**

17. Use of the Certification Mark is strictly limited to those persons who are properly certified by Divorce Coaching, Inc. as set forth in these Regulations. All authorized users must comply with these Regulations.
18. Divorce Coaching, Inc. supervises the use of the Certification Mark by authorized users through Maintenance of Certification requirements (Section VI above) and by resolving disputes between authorized users and the consuming public through the Grievance Procedure (Section VII above). At the time of these Regulations, Divorce Coaching, Inc. manages its Maintenance of Certification process through a database in The Coaches Console software application. The Coaches Console also serves as a repository of information for authorized users. Divorce Coaching, Inc. ensures that annual renewal notices are served on authorized users of the Certification Mark at least one month prior to the anniversary of the authorized user's certification. If an authorized user is no longer in good standing as a result of the Grievance Procedures under Section VII above, Divorce Coaching, Inc. deletes the user's access to The Coaches Console repository and notifies the previously authorized user to cease use of the Certification Mark.
19. As the certifying body, Divorce Coaching, Inc. controls use of the Certification Mark. Divorce Coaching, Inc. is the sole owner of all rights in the Certification Mark and is solely responsible for addressing any actual or alleged infringements of the Certification Mark. Any complaints by the public or other third parties of misuse of the Certification Mark will be investigated by Divorce Coaching, Inc.
20. Divorce Coaching, Inc. reserves the right to take any actions it may deem appropriate or necessary with respect to any unauthorized use of the Certification Mark. If anyone makes unauthorized use of the Certification Mark, Divorce Coaching, Inc. will serve written notice upon the unauthorized user in an attempt to amicably resolve the dispute. If the dispute cannot be amicably resolved without court intervention, Divorce Coaching, Inc. reserves the right to seek resolution through the normal, independent legal process.
21. For the protection of Divorce Coaching, Inc. and authorized users of the Certification Mark, misuse of the Certification Mark, including failure to comply with these Regulations, may result in revocation of authorization to use the Certification Mark.


### **IX. Conditions of Use of the Certification Mark**

22. Authorized users must comply with the following conditions of use of the Certification Mark:
  - i. You must only use the Certification Mark in connection with the following services: counselling and coaching of others on relationships and marriage and during the process of divorce.
  - ii. You may not omit part of, make additions to, or alter the Certification Mark.

- iii. You may not use the Certification Mark in a manner which is deceptive or would lessen the Certification Mark's value, challenge its validity, or cause other harm to the Certification Mark or to the reputation of Divorce Coaching, Inc.
- iv. You may not sub-license, assign, or in any other way transfer your rights to use the Certification Mark.
- v. You must ensure that your marketing, advertising, and provision of services under the Certification Mark complies with all applicable laws, codes of practice, standards, and regulations in Australia or in any other country in which you practice.
- vi. The Certification Mark shall not be used without indicating that it is a certification mark.

**X. Amendment of Standards and Regulations**

All matters not covered by these Standards and Regulations are subject to the decision of Divorce Coaching, Inc. Divorce Coaching, Inc. may amend or supplement these Standards and Regulations at its discretion at any time subject to obtaining relevant approval from the Australian Competition and Consumer Commission as required under the Trade Marks Act 1995 (Cth).

Continuing Education policy for users of the CDC and  marks.

The CE requirement is 16 hours every 24 months.

New graduates have 90 days to process their certification. Two years from that date, the 16 hours must be reported and every 24 months thereafter.

What qualifies for CE?

Any CE offered by Divorce Coaching, Inc. or:

- i. 10 hours will be accepted from CLE, CME, or other professional continuing education requirement.
- ii. 6 hours must be either divorce related or coach training related.

An hour of CE is 50-60 minutes of CE.

Divorce Coaching, Inc. accepts continuing education credits approved by the regulatory authorities of licensed professionals.

All CE must be obtained within the 24-month renewal period with no carry-forward of CE.



CE Reporting Form

Date of CE	Type of CE e.g., CLE, CME, Coaching, etc.	Brief CE Topic Description	Number CE Hours
TOTAL HOURS			

## Standards of Ethics and Professional Responsibility For CDC Certified Divorce Coach® Certificants

**Integrity:** Provide professional services with integrity.

Integrity demands honesty and candor, which must not be subordinated to personal gain and advantage. Coaches are placed in positions of trust by clients, and the ultimate source of that trust is the coach's personal integrity. Allowance can be made for innocent error and legitimate differences of opinion, but integrity cannot coexist with subordination of one's principles.

**Competence:** Maintain the knowledge and skill necessary to provide professional services competently.

Competence means attaining and maintaining an adequate level of knowledge and skill and application of that knowledge and skill in providing services to clients. Competence also includes the wisdom to recognize the limitations of that knowledge and when consultation with other professionals is appropriate or referral to other professionals necessary. Coaches make a continuing commitment to learning and professional improvement.

**Fairness:** Be fair and reasonable in all professional relationships. Disclose conflicts of interest.

Fairness requires intellectual honesty and disclosure of material conflicts of interest. It involves a subordination of one's own feelings, prejudices, and desires to the needs of the client. Fairness is treating others in the same fashion that you would want to be treated.

**Confidentiality:** Protect the confidentiality of all client information.

Confidentiality means ensuring that information is accessible only to those authorized to have access. A relationship of trust and confidence with the client can only be built upon the understanding that the client's information will remain confidential.

**Professionalism:** Act in a manner that demonstrates exemplary professional conduct.

Professionalism requires behaving with dignity and courtesy to clients, fellow professionals, and others in related activities. Coaches cooperate with fellow coaches to enhance and maintain the profession's public image and improve the quality of services.

**Good Moral Character:** A divorce coach must maintain good moral character, doing the right things consistent with values and ethics and the standards of ICF and the CDC.

**Fees and Charges:** A divorce coach will disclose fees in advance.

An outline of a divorce coach's fees shall be clearly disclosed to the client in advance of engaging the client in coaching.

**Advertising:** A divorce coach will not engage in false advertising.

A coach will ensure that any advertisements of the coach's qualifications, services to be rendered, or the coaching process are accurate and honest.

The Board requires 16 hours of CE (Continuing Education) every two years and will accept hours from a variety of sources (e.g., Certified Divorce Coach CEUs, CCE, CME, CLE, other Board approved CEs, etc.). Sixteen hours will be required by 27 months following your initial training and then every 24 months (two years) after that.

I agree to adhere to the Standards of Ethics and Professional Responsibility outlined above. In the spirit of protecting the public, the Standards Board has partnered with the interests of the public and instituted a grievance procedure.

Name/Signature:	Date:
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## Grievance Procedures for CDC and Certification

The following information is being provided in an effort to assist the public in becoming acquainted with Divorce Coaching, Inc.'s investigation and complaint procedures while encouraging CDC professionals to maintain high ethical standards. These procedures provide for a thorough review and a decision as to whether there has been a violation of the Divorce Coaching, Inc.'s Standards of Ethics and Professional Responsibility for CDC professionals and if internal sanction is warranted.

A charge against the conduct of a CDC professional is a matter that Divorce Coaching, Inc. takes seriously. Accordingly, if you feel that the Standards of Ethics and Professional Responsibility has been violated, you should not hesitate to begin the grievance procedure against a CDC professional. Divorce Coaching, Inc. provides this process to determine whether allegations are justified and whether the unethical conduct warrants disciplinary action. There is no cost to you.

### **Ethics and Discipline**

When authorized to use the CDC,  certification marks, a CDC professional agrees to abide by the Standards of Ethics and Professional Responsibility and to comply with the philosophy and mission of Divorce Coaching, Inc. A grievance filed against an authorized user of the certification marks must be considered very carefully since it could negatively affect a CDC professional's career, reputation and ability to earn a living. Thus, it takes more than a claim of misconduct to justify disciplinary action. Proof of misconduct must be established by a preponderance of the evidence.

A grievance should relate to unethical conduct—a violation of the Divorce coaching, Inc.'s Standards of Ethics and Professional Responsibility—that can be proven by evidence. An honest disagreement about how a matter should or should not have been handled would not normally constitute unethical conduct. An error in judgment is not necessarily unethical conduct. A CDC professional, as any other professional, may not always give the perfect response to a given set of circumstances. Additionally, a disagreement about fees does not necessarily constitute unethical conduct.

Divorce Coaching, Inc.

Grievance Form

Submit a grievance against a CDC professional.

Please report your grievance in as much detail as possible. Divorce Coaching, Inc. will request additional information, if needed, and may request a personal interview if it appears necessary.

**1. Please enter contact information for the CDC professional against whom this grievance is being filed:**

Date: \_\_\_\_\_

Coach's Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**2. Please enter your personal contact information:**

Your Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**3. Please enter information about your grievance:**

Please describe your grievance and the reasons you believe a violation exists:  
(Attach additional pages, if needed)

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**4. Please sign and mail your grievance to Divorce Coaching, Inc., 8729 Bay Pointe Dr., Tampa, FL 33615.**

**By signing below, I acknowledge that if Divorce Coaching, Inc. deems that there are sufficient grounds to initiate an investigation, the CDC professional who is the subject of my grievance will be sent a copy of the complaint and given the opportunity to respond.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please also sign the attached privacy waiver indicating your willingness to release any pertinent information relating to your grievance to Divorce Coaching, Inc.**

PRIVACY WAIVER

Date: \_\_\_\_\_

To Whom It May Concern:

Please consider this correspondence written authorization to provide Divorce Coaching, Inc. with information being sought in connection with their investigation. I understand that by signing this waiver I am explicitly waiving my privacy with respect to Divorce Coaching, Inc.'s investigation so that Divorce Coaching, Inc. can receive any pertinent information.

Sincerely,

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_