



Family Dispute Resolution Services, LLC

AGREEMENT TO MEDIATE

This agreement is made between the undersigned parties and Family Dispute Resolution Services, LLC.

1. Mediator: This mediation will be conducted by Pamela L. Green, J.D.
2. Role of the Mediator: The parties understand that the Mediator is a neutral facilitator and does not serve as an attorney for either of them or represent their interests in any way. While the Mediator may ask questions or express concerns about the Parties' agreement, the Mediator will respect the Parties' concepts of fairness and has no responsibility for the fairness or legality of the resolution.
3. Legal Advice: The Parties acknowledge that the Mediator has encouraged each of them to obtain legal information and advice from his or her own attorney as soon as possible, and not later than the conclusion of the mediation process. The Mediator has further advised the Parties that by doing this at the beginning of the mediation process, each party will have a better understanding of his or her legal rights or responsibilities. In no event will the Mediator provide legal advice to any Party.
4. Accounting Advice. The Parties also acknowledge that the Mediator recommends that each of the Parties seek advice from a certified public accountant regarding the tax consequences of any and all agreements made in mediation. While the Mediator may assist the Parties by preparing computerized income tax and cash flow projections based upon facts and assumptions provided by the Parties, the Parties shall not rely upon such projections without consulting their accountant(s).
5. Parenting Information and Advice. The Parties also understand and acknowledge that, while the Mediator may provide some general information about the needs of the child or children related to separation and divorce and may, at the Mediator's discretion and with agreement of all Parties, meet with the Parties' child or children, the Mediator is not, and is not acting as, a child psychologist or other child development expert in this matter. The Parties may choose to retain a child psychologist or other child development expert as a neutral resource to make recommendations to them in the course of the mediation process.
6. Goal of Mediation. The goal of mediation is to arrive at fair and equitable solutions to each problem that are agreeable to both Parties and that the parties believe are in the best interests of the Parties' child or children. The Parties shall attempt in good faith to resolve

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all issues in mediation. They each understand, however, that all agreements reached in mediation are tentative until they have been incorporated into a Stipulation or Agreement signed by both Parties and their attorneys, if any. Such a binding Stipulation may include the Parties signing a written summary of agreements reached in mediation that is not a final document suitable for submission to Court. The Parties agree that if either of them, or either of their attorneys, believes that the written summary of agreements does not accurately reflect the agreements reached in mediation, they will return to mediation to discuss and attempt to mediate the disparities prior to signing the summary as a final and binding document.

7. Conduct in Mediation. The mediation process will be conducted in the manner that the Mediator believes will best and most quickly permit full understanding, discussion and resolution of the issues. The Mediator will obtain the Parties' participation in setting the agenda for discussion at each session, and the Parties shall then cooperate in following the agenda, absent good reason for a change.
8. Domestic Abuse. The Parties understand that if there has been domestic abuse in their relationship, they are each required to consult with an attorney before commencing mediation in order to determine whether mediation is appropriate for their case. Further, in cases where there has been domestic abuse, the Mediator reserves the right to talk individually with the attorney for each Party.
9. Participation of Others in Mediation Sessions. Children of sufficient age, the Parties' attorneys, neutral resources or other experts, or other persons who have a direct interest in the mediation or who may be helpful in reaching agreement, may participate in portions of mediation sessions with the consent of the Parties and the Mediator.
10. Use of Neutral Resources. The Mediator may suggest that the Parties consult with an expert who is acceptable to both Parties in one or more of the areas of tax, accounting, financial planning, child development or psychology, and valuation of various assets.
11. Full Disclosure. Each party agrees to fully disclose to the other party, the Mediator and each Party's attorney any and all information and documents requested by the Mediator, or by the other party, if the Mediator finds that such disclosure is appropriate to the mediation process and may aid the Parties in reaching a settlement. This information includes but is not limited to income verification, income tax returns, personal business financial statements and statements showing the value of various assets or liabilities, psychological reports and medical records. The Parties agree that the Agreement or Stipulation incorporating their agreements shall include a provision that each party has fully disclosed all income, expenses, assets and liabilities and that failure to fully disclose may void the mediated agreement.
12. Confidentiality of Mediation. Mediation is a confidential process. This means that the Mediator shall keep any and all information from the Parties' mediation confidential from all persons not involved in the mediation. The Mediator's support staff has access to the Parties' files for all reasonable and appropriate purposes. Minnesota Law provides that all communications, documents not otherwise discoverable, and notes made or used in mediation are privileged (i.e. confidential). The Parties shall not call the Mediator as a witness in any litigation and they shall not require the production of any records or documents not otherwise discoverable or any notes made by the Mediator. In addition, the Parties agree that the Mediator may provide any and all information obtained in mediation to their attorneys.
13. Exceptions to Confidentiality: Exceptions to confidentiality are as follows:

- (a) The Mediator is not a mandated reporter of child abuse or neglect; however, the Mediator's practice is to report such abuse or neglect if discovered during the mediation process and disclosure of confidential information may be required to make this report;
 - (b) Where disclosure is necessary to prove or defend against a claim of mediator misconduct; or
 - (c) When mediation is pursuant to a court order, the mediator may disclose the following:
 - Whether the parties met with the Mediator;
 - Whether agreements were or were not reached;
 - Whether future sessions are scheduled.
14. Session Summaries and Memorandum of Agreement. Whenever appropriate, the Mediator shall provide a written summary of each session that will be sent to each Party and his or her attorney, if any. The summary will usually include the facts determined, any tentative agreements reached, a list of the remaining topics for discussion, the Parties' assignments and the agenda for the next session. Upon completion of mediation, the Mediator shall provide a detailed Memorandum setting forth all of the facts determined and agreements reached in mediation. This document will be used by the attorney for one Party to draft the Court pleadings and any other documents necessary to accomplish the Parties' agreements.
15. Review of Memorandum of Agreement. If either of the Parties or his or her attorney finds that there are new or omitted issues or wishes to change the agreement, the Parties shall return to mediation to attempt to cooperatively resolve these problems.
16. Mediator Contact with One Party. The Mediator will talk separately with a Party and their attorney only during mediation sessions. The Parties shall not communicate with the Mediator outside of the working session about any issues of substance. The Mediator or the Mediator's staff may assist the Parties in scheduling and other non-substantive matters between the mediation sessions.
17. Termination of Mediation. Either party or the Mediator may terminate a particular mediation session or the entire mediation process at any time. However, each Party agrees to make reasonable and appropriate attempts to address in mediation any problem which is causing him or her to consider terminating mediation. If either Party's attorney raises a concern regarding the Parties' tentative agreements, the Parties shall return to mediation to attempt to resolve that concern. The Parties understand that the Mediator may, at any time, require the addition of a Co-Mediator in order to continue mediation. The additional cost of co-mediation shall be determined at that time.
18. Payment for Mediator's Time. The parties shall pay for all time spent by the Mediator, both in mediation sessions and outside of the mediation session, at the rate of \$200 per hour. The Mediator charges for her time in minimum increments of .2 hours, or \$40. Payment for mediation sessions will be made at the conclusion of each session. A prepaid deposit of \$800 is required for time expended outside of mediation sessions. The Parties are required to replenish the deposit when the balance falls to \$200 or less. If any portion of the deposit is unused at the conclusion of the mediation process it will be returned to the parties. Unless otherwise agreed or set forth in a Court Order, each party is responsible for one-half of the total time expended by the Mediator, including payment and replenishment of the deposit.

Time spent outside of mediation sessions includes preparation time for sessions, telephone calls with Parties and / or their attorneys, preparation of session summaries and the Memorandum of Agreement, and any other work that the Mediator deems necessary to successfully complete mediation. The Mediator will, however, consult with the Parties in advance of doing any extraordinary work outside of the mediation sessions.

The parties understand that the Mediator's fees are based strictly on time spent on this case, and that there is no correlation between fees and/or success/failure to reach agreement. The Mediator reserves the right to suspend or terminate services if fees are not paid.

19. Cancellations: The Parties will be billed in full for any appointment that is cancelled with less than 24 hours' notice. The parties will be billed for half the regular charge for any appointment that is cancelled with 24 to 48 hours' notice. There is no charge for appointments cancelled with more than 48 hours' notice. A session is considered missed if the party/parties have not arrived 20 minutes after the scheduled start time. Exceptions to the cancellation policy may be made due to illness, inclement weather, etc. at the sole discretion of the Mediator.

20. Written Statement of Qualifications Pursuant to Minn. Stat. §572.37. Pamela Green is a graduate of the University of Minnesota and Hamline University School of Law. She has completed 40 hours of family law mediation training as required by Rule 114, and has also completed training as a Parenting Time Expeditor, Parenting Consultant, Social / Custody and Parenting Time Early Neutral Evaluator and Financial Early Neutral Evaluator. She regularly attends conferences that focus on Alternative Dispute Resolution, family law and child development.

Signature of Party

Date

Signature of Party

Date

Signature of Mediator

Date