



Family Dispute Resolution Services, LLC

AGREEMENT TO PARTICIPATE IN MODERATED SETTLEMENT CONFERENCE

_____ and _____ (“the Parties”) and their attorneys
_____ and _____ (“the Attorneys”) agree to participate in a
Moderated Settlement Conference with Pamela Green (“the Moderator”) to attempt to
resolve the issues in their case and agree to abide by the following provisions:

1. Description of the Moderate Settlement Conference. The Moderated Settlement Conference (“MSC”) shall be conducted pursuant to Rule 114.02(a)(10) of the Minnesota Rules of Practice – District Court, allowing the Parties to create an ADR process. The Parties shall attend the MSC and will discuss, at the commencement of the conference, the way in which the settlement conference will be conducted.
2. Role of the Moderator. The Parties understand that the Moderator is a neutral facilitator and does not serve as an attorney for either of them or represent their interests in any way. The Moderator may express her opinions regarding the issue under discussion but such opinions do not constitute legal advice and are not binding upon the Parties; they are intended only to provide feedback which may be helpful in resolution of the matter.
3. Legal Advice. The Parties will attend the MSC with their Attorneys. In no event will the Moderator provide legal advice to any Party.
4. Goal of the MSC. The goal of the MSC is to arrive at solutions that are fair and equitable to each party, and in the best interest of each Party and the Parties’ children. The Parties shall attempt in good faith to resolve all issues in the MSC. They each understand, however, that all agreements reached in the MSC are tentative until they have been incorporated into a written Stipulation or Marital Termination Agreement / Stipulated Order that has been executed by both Parties and the Parties’ Attorneys. The Parties may elect to dictate their agreement into the Court record before the presiding judicial officer and to make such dictated agreements binding as if the agreement was reduced to writing. The Parties agree that if any dispute arises regarding reducing the terms of their agreement to

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writing, they or their Attorneys will attempt to resolve those disputes through the MSC process or another cooperative manner before bringing the matter to Court.

5. Conduct in the MSC. The MSC process will be conducted in the manner that the Moderator believes will be best and most quickly permit full understanding, discussion and resolution of issues. The Moderator 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.
6. Domestic Abuse. The Parties understand that, when there has been domestic abuse in their relationship, they are reach required to consult with an attorney before commencing the MSC in order to determine whether the MSC is appropriate for their case. Further, in cases where there has been domestic abuse, the Moderator reserves the right to talk individually with the attorney for each Party and/or to conduct the MSC with the parties in separate rooms.
7. Use of Neutral Resources. The Moderator 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 such as real estate.
8. Termination of the MSC. Either Party or the Moderator may terminate the MSC at any time. However, each Party agrees to make reasonable and appropriate attempts to address in the MSC any problem that is causing him or her to desire to terminate the MSC process.
9. Confidentiality of the MSC. The Moderator shall keep any and all information from the Parties' MSC confidential from all persons not involved in the MSC. However, employees of the Moderator have access to the Parties' file for all reasonable and appropriate purposes. Minnesota Law provides that all communications, documents not otherwise discoverable, and notes made or used in the MSC are privileged (i.e. confidential). The Parties agree that unless they mutually agree otherwise, they shall not call the Moderator or any agent of the Moderator or any neutral expert used in the MSC process 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 Moderator. In addition, by signing this document each Party agrees that the Moderator may provide any and all information obtained in the MSC to that Party's Attorney. Unless the Moderator is asked to keep certain facts or information private, the Moderator will share information obtained by one Party with the other Party if in the Moderator's opinion that information may be helpful to resolving the issue(s) in dispute.
10. Memorandum of Agreement. If the MSC is held in the courthouse and a judicial officer is available, the agreement will be placed on the record orally at the completion of the MSC. If the MSC is held at a different location or no judicial

officer is available, at the request of the parties and/or their Attorneys, upon completion of the MSC the Moderator shall provide a detailed Memorandum setting forth all of the facts determined and agreements reached in the MSC. This document may be used by the attorney(s) to draft the Court pleadings and any other documents necessary to formalize the Parties' agreements.

11. Moderator Contact with One Party. The Moderator will talk separately with each Party and his or her Attorney only during MSC sessions. The Parties shall not communicate with the Moderator outside of the working sessions about any issue of substance. The Moderator or the Moderator's staff will assist the Parties in scheduling and other non-substantive matters between MSC sessions. The Attorneys may initiate contact with the Moderator outside of MSC sessions by conference call with both counsel participating, or by email with both counsel copied on the communication.
12. Payment for Moderator's Time.
 - (a) The Parties shall pay for all time spent by the Moderator, both in the MSC sessions and outside of the MSC sessions, at a rate of ____ per hour, with _____ paying ____ per hour and _____ paying ____ per hour. This is equivalent to each party paying one-half of his or her attorney's hourly rate / _____ paying ____% and _____ paying ____% of the Moderator's fee. Payment for MSC sessions shall be made at the conclusion of each session. Pre-payment of a deposit equivalent to four hours of time per party at the hourly rate set forth above is required for work outside of MSC sessions. The deposit shall be paid not later than 48 hours in advance of the first scheduled MSC session. The deposit account will be replenished when the balance falls below the equivalent of one hour of time per party. If at the conclusion of the MSC process any portion of the deposit remains unused it will be refunded to the Parties.
 - (b) The Moderator charges her time in minimum units of 0.2 hours.
 - (c) Time spent outside of the MSC sessions includes preparation time for sessions, reviewing documents for sessions, telephone calls or emails with the Parties or their attorneys, preparation of session summaries and Memoranda of Agreements, preparation of balance sheets, and any other work that the Moderator deems necessary to successfully complete the MSC. The Moderator will, however, consult with the Parties or their attorneys in advance of doing any extraordinary work outside of the MSC sessions.
 - (d) The parties agree to pay for any miscellaneous costs with each party being responsible for the same proportion of costs as set forth in paragraph (a) above. Such costs may include copying fees, facsimile charges, long distance

phone charges or messenger fees. Payment of fees for outside experts shall be arranged directly with the provider.

- (e) **Each of the parties shall come to each MSC session prepared to pay for his or her share of the Moderator's fee either by personal check or by credit card.** Credit card payments will be processed by the Moderator's staff at the conclusion of the Moderated Settlement Conference. Deposits may be paid in advance by check, cash or credit card and must be received not later than 48 hours in advance of the first MSC session. Failure to pay deposits or session fees in accordance with this agreement will result in cancellation of the MSC process.

(Name) Date

(Name) Date

(Attorney Name) Date
Attorney for

(Attorney Name) Date
Attorney for

Dated: _____

Pamela L. Green, Moderator