# Agreement to Mediate

This AGREEMENT TO MEDIATE is signed by the Participants and The Katallasso Group’s Pop Up Site Mediators to create and clarify the mediation relationship at an affordable cost. The Participants desire to mediate all issues which otherwise might be the subject of litigation. The Participants agree to abide by the provisions of this Agreement to Mediate. This agreement reflects each Participant's sincere intention to be fair and equitable during mediation. This Agreement will be signed before the commencement of mediation.

### In Consideration of the Above:

1. Your Assigned mediator, subcontracts through our office and will manage the mediation and be compensated at their individual hourly Pop-Up rate (on the days they are available for mediation) for the assigned Mediator’s work on behalf of the Participants.
2. Payment for Pop-Up mediation fees will be made after each mediation session. All fees must be paid directly to the mediator in full after mediation.
3. The mediator has provided the Participants with a copy of this Agreement, which includes a description of the fees for mediation services (available on our website) and a copy of the Mediator’s qualifications (upon request).

**Role of the Mediator:** The Participants understand that the Mediator is a neutral professional who will:

1. Assist the Participants in addressing all of the issues necessary for the divorce settlement, providing legal information, but not legal advice;

2. Assist the Participants in fully discussing and understanding each issue; help develop options before agreements are made so that both Participants arrive at solutions that are fair, understandable, and equitable; and

3. Indicate his or her concerns regarding any decisions that the Participants consider when the Mediator is concerned about or does not understand the Participants' sense of fairness.

**Mediation via Zoom or Teams:**

Establishing a safe and confidential mediation environment is a priority. At the beginning of each mediation session, all Participants agree to disclose any other persons that may be present in the room. Participants agree to refrain from recording (whether video and/or audio) the mediation session. The Mediator will provide a Zoom ID and admit each individual into the private Zoom session.

**Confidentiality of Mediation Sessions:** Except for the limitations noted below, all communications, documents, and notes made by the Mediator in mediation are confidential and may not be used as evidence for litigation purposes. This includes any questionnaires, budgets, notes, and property distribution lists created in mediation. The Mediator will respect the confidentiality of the Participants' communications, and the Participants will not:

1. Subpoena the Mediator, staff or interns of our office, or any person assisting the Mediator, including neutral experts such as accountants, therapists, or any records or documents belonging to or in possession of the Mediator or persons assisting the Mediator\*;
2. Attempt to discover or use as evidence in any proceeding any communication or document made in or related to the mediation process; or
3. Create any written or electronic recording or transcript of the mediation.

*\*If an attempt is made to subpoena the Mediator by any party involved in your case, that party shall be responsible for payment of legal fees, expenses, and compensation for the Mediator’s time, in conjunction with responding to any such subpoena.*

**Limitations of Confidentiality:**

1. **Child Abuse:** Although the Mediator is not mandated by Minnesota law to report child abuse allegations, the Mediator may encourage self-reporting of any such allegation disclosed during the mediation process and in circumstances where the Mediator believes the safety of a child to be in question, the Mediator may report such information to the local child protection agency.
2. **Safety:** If the Mediator reasonably believes a person’s safety is at risk, such as a threat of harm to self or others, the Mediator may alert appropriate authorities. Participants are encouraged to discuss with the Mediator, in sessions or in private, any concerns related to their physical or emotional safety or well-being as it relates to the mediation process. The Mediator may set protocols as a condition of mediation to assure the safety of each Participant.

**Concurrent Legal Proceedings:** Upon commencement of mediation, the Participants are responsible for discussing with their attorneys (if any) the continuation of all legal processes, including motions, pre-trials, petitions, discovery, or other legal processes. The purpose of this rule is to avoid a situation where the Participants are faced with unexpected litigation while negotiating their settlement in mediation.

**Conflicts of Interest:** There are no known relationships between the Mediator and the Participants which may interfere with the Mediator’s neutrality and/or impartiality. The mediator will also never accept gifts from either party.

**Full Disclosure:** The Participants agree that they will fully disclose and document all information necessary for settlement in mediation. All information requested by the other Participant will be provided if the Mediator finds that such disclosure may aid in settling. After the mediation process, the Participants understand that their attorneys (if any) may request further verification and disclosure to implement the mediated settlement. The Participants understand that court documents require a notarized statement declaring they have fully and truthfully disclosed all requisite information.

**Preparation of Budgets:** The preparation of budgets by each Participant is an essential part of the divorce mediation process. The budgets form the basis for discussing separate living expenses after the divorce.

**Participation of Children and/or Support People:** Children of sufficient age or other people having a direct interest in the mediation may participate in mediation sessions related to their issues **ONLY** with the consent of the Participants **and** the Mediator.

**Prohibition of Changes to the Marital Estate:** Except by prior mutual written agreement, the Participants will not substantially change the character or value of the existing marital estate. This includes any transfers, changes, property sale, cancellation or changes to health insurance, life insurance, or other benefits.

**Memorandum of Agreement:** The final product of mediation is a Memorandum of Agreement detailing the mediated settlement. The Memorandum contains background information about the Participants and the factual information they relied upon in reaching a settlement. Routine changes or corrections to the Memorandum must be submitted in writing to the Mediator and initialed by both Participants. The Participants may need to schedule a final mediation session to make significant changes where the agreement is unclear. The Participants are responsible for providing their Memorandum and all supporting documents to each of their attorneys (if any), or utilizing the state court’s pro se divorce help desk resources to affect full legal implementation. Any new or omitted issues raised by the attorneys (if any) will be returned to mediation if the Participants and their attorneys cannot efficiently and cooperatively resolve those issues. **Decisions reached in mediation do not become binding until they have been incorporated into a Stipulation or Marital Termination Agreement executed by both parties and their attorneys (if any), and a Judgment and Decree have been signed by a judge.**

**Minnesota Civil Mediation Act:** The Assigned Mediator adheres to the requirements of the Minnesota Civil Mediation Act, the Participants are hereby advised that (a) the Mediator has no duty to protect the Participants' interests or provide them with information about their legal rights; (b) signing a mediated settlement agreement may adversely affect the Participants' legal rights, and (c) the Participants should consult an attorney before signing a mediated settlement agreement if they are uncertain of or concerned about their rights.

**Legal Representation:** The Participants understand that neither The Katallasso Group nor their assigned Mediator legally represents either or both. The Standards of Practice for Mediators prohibit Mediators from offering legal advice or predicting an outcome in court. **ALTHOUGH THE KATALLASSO GROUP RECOMMENDS THAT EACH PARTICIPANT EDUCATE HIMSELF OR HERSELF ABOUT THE LEGAL APPROACH TO DIVORCE, THE MEDIATOR WILL ENCOURAGE THE PARTICIPANTS TO DISCUSS AND NEGOTIATE A SETTLEMENT BASED ON THEIR STANDARDS OF FAIRNESS AND THEIR OWN DECISIONS ABOUT WHAT IS BEST FOR THEMSELVES AND THEIR FAMILY.**

**Court Referrals:** If the Participants have been ordered to mediation by a Court Order, there may be other requirements contained in the Court Order that they are expected to follow. Orders For Protection or other Court Orders may be in force and will be discussed before the initial consultation. When there is an Order For Protection, the Participants must obtain an exception from the court to meet in mediation.

**Withdrawing from Mediation:** These rules assume that because mediation is voluntary, either Participant may withdraw from the mediation process at any time. However, by adopting these rules, you agree to return to mediation to discuss a withdrawal from mediation (that is, a phone call or voicemail message stating that you are not attending the next session is not sufficient to comply with this provision).

**Scheduling of Sessions and Start Times:** If any Participant needs to change a scheduled appointment, they are requested to do so at least **24 business hours before** their scheduled time. Failure to do this will result in a charge of **$50** for the canceled session. In-session mediation time will be billed with the time that the session is scheduled to begin unless the delay in starting is attributable to YCN.

**Fees:** The Assigned Mediator can accepts fees electronically via Venmo or another electronic payment platform, cash, or check at the end of each session. Fees for mediation services include the following:

1. The hourly Pop-Up fee for mediation session time of the Mediator and Mediator’s time spent outside of sessions drafting the Memorandum of Agreement, corresponding via mail, fax or e-mail, phone discussions with the Participants, the attorney(s), or with other persons concerning matters related to the mediation case. This fee is typically paid at the end of the first working session.
2. A ONE-TIME NON-REFUNDABLE administration fee of $25 is due upon initial booking.
3. Payment is due at the end of each session, including any fees incurred between sessions;
4. If the Assigned Mediator must invoice the Participants for **out-of-session** billable time, the Participants are expected to pay the balance within 30 days of invoice; and
5. The assigned Mediator reserves the right to require final payment before issuing a final mediation agreement.

**Emails:**

1. The Participants may email the Mediator between sessions and can expect that the Mediator will read the message and respond if necessary within a reasonable time.
2. The other Participant(s) ***MUST*** be copied on all emails that propose any agreement changes. Emails are **not** the best way to negotiate a settlement.
3. The Participants will be billed at the Mediator’s hourly rate for reading emails and responding via email.
4. If the emails become extensive and/or unproductive at any time, the Mediator will request a joint phone call or a Zoom meeting.

**Phone Calls:**

The Participants may call the Mediator at any time; however, the Mediator may be in session or out of town. The Participants will be billed at the Mediator’s hourly rate for the time he or she spends on phone calls to/from individuals or professionals regarding the case.

**Miscellaneous Costs:** The Assigned Mediator charges for copying at $.25 per page. If the Mediator is required to travel, the Participants are also responsible for payment of the Mediator’s travel time at the Mediator’s hourly rate. The Mediator may require a deposit be paid in advance for anticipated travel time.

**Other Professionals’ Fees:** The Participants will be separately responsible for the services ofan accountant, therapist, lawyer, or any other professional who provides services or participates in mediation sessions.

**Disagreements:** Any disagreements between the Participants and the Mediator and/or The Katallasso Group shall be mediated.

**Release to Talk to the Participants' Attorneys:** The Participants authorize the Mediator to discuss issues related to the mediation with the Participants’ attorneys (if any), at the Mediator’s discretion.

By signing this agreement, each Participant agrees to abide by the provisions within it, both as between themselves and as between the Participants and their Assigned Mediator. This AGREEMENT TO MEDIATE is signed by the Participants and by

**their Assigned Mediator**

On this day of , 20 .

Participant name Participant signature

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Participant name Participant signature

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Mediator name Mediator signature

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