

## **Agreement to Mediate**

This AGREEMENT TO MEDIATE is signed by the Participants and The Katallasso Group Volunteer Restorative Family Mediation team to create and clarify the mediation relationship. 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 prior to the commencement of mediation.

### **In Consideration of the Above:**

1. Volunteer Mediators will manage the mediation.
2. The Katallasso Group sets a low-cost rate of \$25 per parent (Or \$50 total) per 2 hour session for the Mediators' work on behalf of the Participants.
3. Payment for mediation fees will be paid before each mediation session. All fees must be paid in full at the start of each session of mediation.
4. Mediators have provided the Participants with a copy of this Agreement, which includes a description of the fees for mediation services.

**Role of the Volunteer Mediators:** The Participants understand that the Mediators are neutral professional volunteers 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:**

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. Mediators will provide a Zoom ID and admit each individual into the private Zoom session.

**Confidentiality of Mediation Sessions:** Except for limitations noted below, all communications, documents, and notes made by the Mediators 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 Mediators will respect the confidentiality of the Participants' communications and the Participants will not:

1. Subpoena the Volunteer of Staff Mediators or interns of The Katallasso Group, or any person assisting the Mediators including neutral experts such as accountants, therapists, or any records or documents belonging to or in the possession of the Mediators or persons assisting the Mediators\*;
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.

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

### **Limitations of Confidentiality:**

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

**Conflicts of Interest:** There are no known relationships between the Mediators and the Participants which may interfere with the Mediators' neutrality and/or impartiality.

**Full Disclosure:** The Participants agree that they will fully disclose and document in mediation all information necessary for settlement. All information requested by the other Participant will be provided if the Mediators find that such disclosure may aid in reaching a settlement. At the conclusion of the mediation process, the Participants understand that their attorneys (if any) may request further verification and disclosure in order 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 the discussion of 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 consent of the Participants **and** the Mediators.

**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, sale of property, 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 settlement. Routine changes or corrections to the Memorandum must be submitted in writing to the Mediators and must be initialed by both Participants. The Participants may need to schedule a final mediation session to make significant changes where agreement is unclear. The Participants are responsible for providing their Memorandum and all supporting documents to each of their attorneys (if any), or legal scrivener for legal implementation. Any new or omitted issues raised by the attorneys will be returned to mediation if the Participants and their attorneys are unable to 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 has been signed by a judge.**

**Minnesota Civil Mediation Act:** Pursuant to the requirements of the Minnesota Civil Mediation Act, the Participants are hereby advised that (a) the Mediators have 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 their rights.

**Legal Representation:** The Participants understand that neither the Mediators nor The Katallasso Group legally represent either or both of them. The Standards of Practice for Mediators prohibit Mediators from offering any 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 MEDIATORS WILL ENCOURAGE THE PARTICIPANTS TO DISCUSS AND NEGOTIATE A SETTLEMENT BASED ON THEIR OWN STANDARDS OF FAIRNESS AND THEIR OWN DECISIONS ABOUT WHAT IS BEST FOR THEMSELVES AND THEIR FAMILY.**

**Court Referrals:** In the event 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 prior to the initial consultation. When there is an Order For Protection, the Participants must obtain an exception from the court allowing them 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. (\*A phone call 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 in advance of their scheduled time. Failure to do this will result in a charge of **\$25** for the canceled session. In-session mediation time will be billed commencing with the time that the session is scheduled to begin unless the delay in starting is attributable to Mediators.

**Fees:** The Katallasso Group accepts credit card payment online or transfer of fees electronically via Venmo (The Katallasso Group). Fees for mediation services include the following:

1. \$25/per parent per 2 hour mediation session or \$50 total for 2 hour mediation session.
2. This fee is due and paid at the beginning of each session.
3. A flat fee of \$50 to write the final mediation agreement. (\*If a written agreement is needed).

**Emails:**

1. The Participants may email the Mediators between sessions and can expect that the Mediators 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 changes to agreements made. Emails are **not** the best way to negotiate a settlement.
3. If at any time the emails become extensive and/or unproductive, the Mediators will request either a joint phone call or a Zoom meeting.

**Phone Calls:**

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

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

**Disagreements:** Any disagreements between the Participants and the Mediators shall be mediated.

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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Participant name

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Participant signature

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Participant name

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Participant signature

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Mediator name

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Mediator signature

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Mediator name

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Mediator signature

*The Katallasso Group reserves the right to amend these rules at any time; however, any such amendments will not apply to existing cases in mediation on the date of such amendments.*