**AGREEMENT TO MEDIATE**

Mediation is a confidential process that provides parents the opportunity to resolve their custody, parenting time, and other parenting related issues in a collaborative manner. The mediator is a neutral professional who facilitates conversations between the parents, but does not have any decision-making authority.

This agreement is made between the undersigned parents and Kristin Woulfe, M.A.

1. **Mediator’s Role.** The parents understand that the mediator does not have any decision-making authority. The parents also understand the mediator will not provide legal advice.
2. **Agreements.** Any agreements reached are subject to the parents’ opportunity to have time to contemplate the agreement, consult with his/her respective attorney, and change his/her mind. No mediation agreement will be binding until memorialized into a formal agreement by the parents’ attorneys and signed by both parents and their attorney(s).
3. **Confidentiality.** Minnesota law provides that mediation is a confidential process and that all records related to the mediation process are private. The parents further agree that nothing said or written in the mediation session may be used in court by one parent against the other. The parents understand that the mediator and any records or documents related to the mediation may not be subpoenaed in any future discovery or other legal proceedings relative to the issues discussed during the mediation process.

Digital, audio, or other types of recording are prohibited during the mediation process. The parents and all others attending the mediation session agree not to record any part of the process. If a parent or any other attendee does not comply with this condition the mediation session will be terminated.

1. **Exceptions to Confidentiality.** Exceptions to confidentiality are as follows:
2. Where disclosure is required by statute (abuse or neglect of children or vulnerable adults and/or “duty to warn” obligations); or
3. Where disclosure is necessary to prove a claim of mediator misconduct; or
4. When mediation is pursuant to a court order, the mediator may disclose the following:
   1. Whether the parents met with the mediator,
   2. Whether agreements were or were not reached, and/or
   3. Whether future sessions are scheduled
5. **Fees.**
   1. The mediator shall be compensated at the rate of $275.00 per hour for time spent on the case. Fees will be applied to time spent in telephone conferences, preparation for and time in mediation sessions, review of files, documents, or other correspondence, and the drafting of summaries and correspondence.
   2. A deposit payment of $1000.00 is required five (5) business days in advance of the mediation session. If the deposit payment is not received five (5) business days in advance of the scheduled session, it will be cancelled. Funds from the deposit will be applied to fees for the mediation session and any work done prior to or after the session. The fees will be divided equally between the parents, with each parent being responsible for 50% of the cost of the mediation process.
   3. Any unused portion of the deposit will be returned to the parents at the end of the process.
   4. If additional fees are due in excess of the deposit, payment must be provided at the time of session or service. If either parent does not submit payment as requested, services will be suspended or terminated. Any additional fees will be divided equally between the parents, with each parent being responsible for 50% of the cost of the process.
   5. The parents 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 the success or failure to reach an agreement. If the parents decline to pay the mediator’s fees, the mediator shall no longer be responsible for rendering services to the parents.
   6. The mediator may utilize a case manager/assistant to manage communication, gather information, draft documents or complete other tasks. The work of the case manager/assistant will be billed at $150.00 per hour.
6. **Cancellation Policy.** Mediation sessions that are cancelled with less than two full business days’ notice and missed mediation sessions will be charged the full amount of the scheduled time for the session. There is no charge for mediation sessions that are cancelled with more than two full business days’ notice.
7. **Termination of Mediation.** Either parent or the mediator may terminate the mediation at any time, either verbally or in writing.
8. **Mediator’s credentials.** Minnesota Statute § 572.37 requires that parents be informed of the mediator’s qualifications. The parents acknowledge receipt of a copy of the mediator’s resume.

We have read and understand the information in this document and agree to all terms and conditions described therein and to proceed in mediation with Kristin Woulfe, M.A.

Parent’s Signature Date

Attorney’s Signature Date

Parent’s Signature Date

Attorney’s Signature Date

Mediator’s Signature Date