



AGREEMENT TO MEDIATE

This is an agreement between _____ and
_____ (hereafter referred to
as the parties), and _____ (hereafter referred to
as the mediator[s]). The parties have entered into mediation with the intention of reaching a
consensual settlement of their dispute regarding _____
_____.

The provisions of this agreement are as follows:

1. The mediators are neutral facilitators who will assist the parties in reaching their own settlement. The mediators will not make decisions about "right" or "wrong" or tell the parties what to do.
2. The mediators will not offer legal advice nor will they provide legal counsel. Each party is advised to retain his/her own attorney in order to be properly counseled about his/her legal interests, rights, and obligations.
3. It is understood that in order for mediation to work, open and honest communications are essential. Accordingly, all written and oral communications, negotiations, and statements made in the course of mediation will be treated as privileged settlement discussions and are absolutely confidential. Therefore:
 - a. The mediators will not reveal the names of the parties or anything discussed in mediation unless expressly requested to do so by all parties. It is understood that the mediators are not required to maintain confidentiality if they have reason to believe that a child is in need of protection or if either party is in danger of bodily harm.
 - b. The parties agree that they will not at any time, before, during, or after mediation, call the mediators as witnesses in any legal or administrative proceeding concerning this dispute. To the extent that they may have a right to call the mediators as witnesses, that right is hereby waived.
 - c. The parties agree not to subpoena or demand the production of any records, notes, work product or the like of the mediators in any legal or administrative proceeding concerning this dispute. To the extent that they may have a right to demand these documents, that right is hereby waived.



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- d. If, at a later time, either party decides to subpoena the mediators, the mediators will move to quash the subpoena. That party agrees to reimburse the mediators for whatever expenses they incur in such an action (including attorney's fees) plus \$100 per hour for all the time that is taken by this matter.
 - e. The exceptions to the above are: this agreement to mediate and any written agreement made and signed by the parties as a result of mediation may be used in any relevant proceeding, unless the parties make a written agreement not to do so; and, for cases in which the parties are ordered to mediation by the court, the mediators from the Riley/Geary domestic mediation project will submit a "Mediation Report" to the court.
4. It is understood that full disclosure of all relevant and pertinent information is essential to the mediation process. Accordingly, there will be a complete and honest disclosure by each of the parties to the other and to the mediators of all relevant information and documents. This includes providing each other and the mediators with all information and documentation that usually would be available through the discovery process in a legal proceeding. If either party fails to make such full disclosure, then the agreement reached in mediation may be set aside.
 5. While both parties intend to continue with mediation until a settlement agreement is reached, it is understood that either or both parties may withdraw from mediation at any time. It is agreed that if one or both parties decide to withdraw from mediation, best efforts will be made to discuss this decision in the presence of both parties and the mediators.
 6. If the mediator determines that it is not possible to resolve the issues through mediation, the process can be terminated once this has been conveyed to the parties and confirmed in writing.
 7. When an agreement is reached, the mediators will prepare a Memorandum of Understanding. Each party is advised to review this with his/her own attorney before the agreement is placed in final form and signed.
 8. It is understood that Riley/Geary Counties Domestic Mediation Services mediation practitioners may have a student co-mediator attending the mediation sessions for the purpose of developing and supervising future mediators.
 9. It is further understood that the Riley/Geary Counties Domestic Mediation Services may request completion of questionnaires for the benefit of the mediation process or for specific research projects conducted within Kansas State University's School of Family Studies and Human Services. The parties may choose not to participate in any research project and such refusal to participate will not affect their receiving mediation services. All responses to research projects are confidential.



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10. Mediation services will be provided at the rate determined on a sliding scale fee per the Riley/Geary Counties Domestic Mediation Services. The parties agree to pay all mediation fees promptly at the beginning of each scheduled session.
11. A prepayment for the first hour of mediation services is required before the scheduled session and will be applied toward the session charges. If a party to mediation does not show up for the scheduled session as committed, or does not let the mediation coordinator know within 24 hours of a need to reschedule, that prepayment will be forfeited.

I have read, understand, and agree to each of the provisions in this agreement

I have read, understand, and agree to each of the provisions in this agreement

Signature Date

Signature Date

Mediator Date

Co-Mediator Date



Name: _____

Date: _____

LIST OF ISSUES: TOPICS FOR MEDIATION

Please list topics or issues you would like to discuss in mediation. List the most important topic FIRST. Bring the list to mediation.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

NOTE: If you want this issue(s) to remain confidential and only to be shared with the mediator, but not the other person, put an * by that item.



SLIDING FEE SCALE FOR COURT-ORDERED DOMESTIC MEDIATION

| HOUSEHOLD GROSS INCOME | TOTAL FEES FOR INITIAL THREE HOURS¹ OF MEDIATION AND ONE HOUR OF ADMINISTRATIVE SERVICES PER PERSON | FEE PER HOUR PER INDIVIDUAL AFTER COMPLETION OF INITIAL THREE HOURS |
|-------------------------------|---|--|
| Under \$10,000 | \$ 80 | \$ 20 |
| \$10,001 - \$15,000 | \$100 | \$ 25 |
| \$15,001 - \$20,000 | \$120 | \$ 30 |
| \$20,001 - \$25,000 | \$140 | \$ 35 |
| \$25,001 - \$30,000 | \$160 | \$ 40 |
| \$30,001 - \$35,000 | \$180 | \$ 45 |
| \$35,001 - \$40,000 | \$220 | \$ 55 |
| \$40,001 - \$50,000 | \$280 | \$ 70 |
| \$50,001 - and above | \$400 | \$100 |

¹ One hour individual session plus one two-hour joint session



FINANCIAL CONTRACT FOR MEDIATION

- 1. We ask that you pay your portion of the charge in full at the beginning of each session.
2. We ask that you adhere to the contract you establish and notify your mediator if the payment contract needs to be renegotiated.
3. We require 24 hours' notice of cancellation of a scheduled session. Failure to cancel within the 24-hour period will result in a charge for the session.
4. We believe that the issues you have brought to mediation are important. We ask that you participate in this mediation contract by keeping the appointments you schedule.
5. Each party in mediation will be assessed charges for services based on a sliding-scale fee.
6. The original fee will cover each party's initial one-hour intake and the first two-hour joint session.
7. Any hours that exceed the initial three hours will be charged at the assessed sliding-scale fee hourly rate.

Disputant 1: _____ \$ _____
Responsible Party's Name Initial Three-Hour Fee

\$ _____
Additional Hourly Fee

Disputant 2: _____ \$ _____
Responsible Party's Name Initial Three-Hour Fee

\$ _____
Additional Hourly Fee

I have read and understand the financial contract identified by the policies listed above. I agree to follow these policies.

SIGNATURE

DATE

SIGNATURE

DATE

WITNESS

DATE



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Greetings,

This letter is to confirm that you have a scheduled mediation appointment at Mary and Carl Ice Hall - 1310 Research Park Drive - Manhattan, Kansas. Please make sure you put the correct address in any GPS systems since there is also a Research Park Road in Manhattan. You will have some documents to review that are either attached to this e-mail, will come in an additional e-mail, or will be reviewed with you when you attend your first mediation session. This letter is to provide you with some important information that you need to know about our program and your mediation appointment.

- ♦ Mediation is a process between two adult participants. Please make sure that you have made arrangements for childcare.
- ♦ The mediator can ask for a deposit equal to the one-hour mediation fee from both parties in advance of the actual mediation appointment. In addition, if you do not cancel your appointment more than 24 hours before the scheduled mediation time, you can be charged for one-hour of mediation time.
- ♦ Your mediators are preparing for your mediation appointment and other mediations sometimes several hours before the actual appointment. Please understand that e-mail and/or calling the Riley Geary Domestic Mediation Services program directly may not mean that you can get in touch with your mediator. Your mediator will recommend the best way to get in touch with them. Contact the RG Mediation main phone for last minute cancellations only.
- ♦ Our mediators accept different forms of payments. Please confirm what these methods are and what forms of payment you should bring to your appointment. You are required to make payment at the beginning of the appointment in order for your scheduled mediation to take place. Please understand that if you bring cash, your mediator may not have the correct change.
- ♦ Proof of income is required to bring to your appointment in order for us to set your fees for the mediation session. This income is based on your household income, not just individual income.
- ♦ If you have any court order that limits the type of communication you and the other party in mediation can have with each other, please submit a copy of this order to your mediator at the earliest possible time so the mediator can decide the best course of action for your particular appointment.



EVALUATION FOR THE MEDIATION PROCESS

Your views about your experience of mediation in this Program are very important to us. Your comments will help us provide the best possible mediation service. We hope that you will take the time to fill in this program evaluation form. RG Domestic Mediation Services commits to safeguarding all personal information you provide on this form and to using it only for the purposes of the Program.

Please return your completed form to your mediator at the end of your last mediation session, or by email to the Mediation Coordinator at ricklefts@ksu.edu, or by mail to:

RG Domestic Mediation Services
1310 Research Park Drive
Manhattan, KS 66502

Thank you for taking the time to provide us with your valuable feedback!

Your name (optional): _____

Mediator's name: _____

Dates of mediation sessions (optional): _____

Location (optional): _____

Military: Yes No

1. What was your role in this dispute? (Please check one)

- Father Mother Spouse Relative Counsel
 Other _____ (Please specify)

2. What were the issues in dispute? (Please check all that apply)

- Guardianship, Parenting Responsibilities/Custody
 Parenting time, Contact/Access Child support Spousal Support
 Property Division (includes debt) Possession of home
 Other _____ (Please specify)

3. Did the mediation resolve the issues in dispute? (Please check one)

- All of them Some of them None of them



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4. How satisfied are you with the outcome of the mediation? (Please circle one)

Dissatisfied 1 2 3 4 5 Very Satisfied

5. How satisfied are you with the way the mediation was conducted? (Please circle one)

Dissatisfied 1 2 3 4 5 Very Satisfied

6. How satisfied are you with the arrangements made to ensure a safe and secure mediation environment? (Please circle one)

Dissatisfied 1 2 3 4 5 Very Satisfied

7. How satisfied are you with the fee charged for the mediation sessions (if applicable)?

Dissatisfied 1 2 3 4 5 Very Satisfied

8. Would you be willing to try mediation again if you were involved in a different dispute?

Yes No

9. Your comments about the mediation:

If you would be willing to provide more detailed feedback about your mediation experience in an interview, for research purposes only, please provide us with your name and email address:
