

# Unit 9 family mediation

[Family](#), [Divorce](#)



PA415-02: Family Law and Divorce Mediation/Professor Berube | J. Cox —  
Unit 9 Final Project: Mediation Agreement | David and Angela Divorce  
Agreement | | Jamie D. Cox | 12/17/2011 | | Memorandum of Dissolution of  
Marriage Mediation Agreement Doe, David and Angela: Reason to seek  
dissolution of marriage: An agreement has been made between David Doe  
(husband) and Angela Doe (wife), (identified herein as a " party" or "  
parties") and the Kaplan Center of Resolution of Disputes LLC (hereafter "  
Kaplan") and Professor J. Berube (mediator). David and Angela Doe have  
come to an agreement to seek dissolution of marriage. Both parties have  
agreed and signed an agreement with Kaplan Center of Resolution of  
Disputes LLC for the purpose of settling all issues that might be the subject  
of a contested litigation. Kaplan and both parties have agreed and have an  
understanding that the mediation process shall be fair and equitable  
throughout. Each party agrees to seek individual legal representation:  
Mediation was conducted by Professor Berube, of the Kaplan Center of  
Resolution of Disputes LLC. Prior to mediation, both parties agreed to seek  
legal representation with the understanding that neither Kaplan Center of  
Resolution of Disputes LLC nor the mediator, Professor Berube, will represent  
either party. Both parties agree and understand the choice of the legal  
representation the each chose, will provide each with an independent  
judgment about the decisions reached in mediation. Memorandum reflects  
on the agreement that was reached in the mediation process: After careful  
review of all facts and options, both parties have provided copies of their full  
nature and extent of (a) a statement of assets and liabilities from each party  
(b) a budget for each party's separate household expenses, (c) documents

that have been identified by the mediator Berube, regarding the financial statements, bank statements, and/or pension fund statements. Both parties agreed upon such documents and wish their legal counselor to legally bind the information into the settlement agreement. With the understanding that failure to fully disclose any financial information may result in voiding the agreement made during mediation. There may be some word changes based on the counselors review. The parties have agreed not to remove, stop, transfer, or prevent the other party of any money from the joint bank account that is to be used for the living arrangements and needs for the minor children that have come out of the marriage of this party. An agreement from both parties have been made that both parties shall put money into the account to help pay for expenses until the dissolution of marriage is completed. Mediation in a Divorce with Children: Both parties have agreed to split the cost of mediation before the process begins. Below is a detailed description of the cost of mediation with children: A) For parties with combined income of \$50, 000. 00 or less- B) \$120. 00 per hour OR a flat fee option of \$1, 500. 00 C) \$375. 00 non-refundable deposit is due at the time the mediation is scheduled. D) For parties with combined income above \$50, 000. 00- E) \$240 per hour OR a flat fee option of \$4, 500. 00. F) \$720 non-refundable deposit due at the time the mediation is scheduled. G) All non-refundable deposits are applied to the total fee for mediation services. H) Each party is responsible for one-half of the fees unless they otherwise agree. <http://fldivorcemediation.com/HowWeWork.aspx> In Witness Whereof, the parties have set their hands and seals the day and year first written above. Agreed to this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. By: Husband:

\_\_\_\_\_ Wife: \_\_\_\_\_ (print) \_\_\_\_\_  
 (print) \_\_\_\_\_ Witness by: Jamie D. Cox — paralegal - Husband's  
 attorney \_\_\_\_\_ (Witness or  
 counsel signature) (Witness or counsel signature) SWORN TO AND  
 SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_ NOTARY PUBLIC State of Florida My  
 Commission Expires: (Notary Stamp Here) | This agreement represents a  
 settlement agreement which has been entered into \_\_\_\_ day of \_\_\_\_\_,  
 2011 between Angela Doe (Wife) and David Doe (Husband). I. Preliminary  
 Information: A) David and Angela were married seven years ago in the State  
 of Florida. They both agreed to separate six months ago. B) David works as a  
 Certified Public Accountant at H & R Block; he works many extra hours at the  
 office during the spring each year during income tax time. Angela is also an  
 accountant part time at Jackson Hewitt, but she is not a CPA. C) Full name of  
 Husband: David Doe Full name of Wife: Angela Doe Date of Birth: November,  
 1975 Date of Birth: March, 1975 Social Security Number: 123-45-6789 Social  
 Security Number: 987-65-4321 D) David and Angela have two minor children  
 born within this marriage: Connie Doe (girl) Benjamin Doe (boy) Date of  
 Birth: January, 2007 (four) Date of Birth: June, 2009 (two) Social Security  
 Number: 246-80-1357 Social Security Number: 135-79-2468 E) David and  
 Angela have provided copies of their full nature and extent of (a) a  
 statement of assets and liabilities from each party (b) a budget for each  
 party's separate household expenses, (c) documents that have been  
 identified by the mediator Berube, regarding the financial statements, bank  
 statements, and/or pension fund statements. F) David and Angela have been

advised by individual legal representation of their choosing regarding their legal rights in relation to this agreement. G) This memorandum may be used as a final disposition of the matters addressed herein and may be used as evidence and incorporated into the final dissolution of marriage. H) Should a dispute arise regarding this agreement, the prevailing party will be entitled to his or her reasonable cost and legal counsel fees. II. Child Custody and Visitation: 1) Connie Doe (girl) 2) Benjamin Doe (boy) Date of Birth: January, 2007 (four) Date of Birth: June, 2009 (two) Social Security Number: 246-80-1357 Social Security Number: 135-79-2468 A) David and Angela have two minor children from their seven year marriage. Both parties have agreed that under Florida Supreme Court Approved Family Law Form 12. 995 (a) A Parenting Plan is required in all cases involving time-sharing with minor child (ren), even when time-sharing is not in dispute. [http://www.flcourts.org/gen\\_public/family/forms\\_rules/995a.pdf](http://www.flcourts.org/gen_public/family/forms_rules/995a.pdf) B) In March of 2009, Florida came up with a new and improved " Shared Parenting Statute. " The word " shared" has helped child-rearing decisions, by addressing fairness to each parent, has since been replaced so each parent can think that each parent has rights and responsibilities for their child (ren). Florida courts encourage that both parents should demonstrate close and continuing parenting relationships, provide the children with food, clothing, medical care or other remedial care and other material needs. The parents should also determine, consider, and act upon the needs of the children, as opposed to the needs or desires of the parent. Florida believes that both parents are and should communicate with one another to determine the best interest of their child (ren.) C) Both parties recognize the deep love, devotion, and dedication of

each parent to the minor children. Each know that the other has the right and responsibility to, and shall fully participate with the other, and with the children in all important matters pertaining to the children's health, welfare, education, and upbringing. With this in mind, both parties agree that they shall make a joint decision based on the best interest of the children. D) Accepting shared parental responsibility, the parents shall recognize that these powers will not be used to frustrate, deny, or control any manner the social development of the minor children. E) Both parties have conferred with each other and that of their legal counsel as to the feasibility of a shared parental arrangement and have concluded that such an arrangement is in the best interest of the minor children. F) Both parties agree to have shared parental responsibility of both minor children with the Wife designated as containing physical residential status for the minor children. G) Both parties agree that both minor children shall have frequent and continuing contact with minor children. H) Both parties shall be entitled to participate with and attend special activities in which the minor children are engaged, such as religious activities, school programs, sport events, and any other extracurricular activities, and important social events in which the children participate. I) Both parties shall exercise, in good faith, his or her own effort, at all times, to encourage and foster the maximum relations of love and affection between the parent and minor children. Neither party shall in any way impede, obstruct, or interfere with the exercise, by the other, of his or her right of companionship with both minor children, and neither of the parent shall in any manner disparage nor criticize the other, nor allow any other to do so, in the presence of minor children. J) The relationship between

the parents shall be as businesslike as possible: courteous, relatively-formal, low-key, and public. Each parent shall be courteous and respectful to the other parent; even if the other parent may not feel that the other parent deserves it. K) Both parties agree to let the children have open communication with the other parent that the children are not with, at all times. L) Both parties agree to keep the other informed of the whereabouts of the minor children when they are with the other party. M) Both parties agree, that if either party may know of an illness or learns of any accident or other circumstance seriously affecting the minor children's health and welfare, they will promptly notify the other parent as soon as possible, and the party whom is being notified shall have the right to immediate access to the minor children notwithstanding where the minor children may be. Both parties shall continue with an open communication with the children at all times. N) Both parties shall be entitled to complete and detailed information from all pediatricians, physicians, dentists, consultants, or specialist attending to their children. Each shall be entitled to complete and detailed information from all teachers, schools, summer camps, or other institutions which they may attend or become associated in any way. O) Both parties understand the need for continuity, predictability, and stability in their children's life. In order for them to achieve this, both parents agree to keep a daily routine responsible to help make those decisions which are necessary in the natural course of caring for their children. P) Both parties agree not to take the children outside the geographical location of Florida without the written consent of the other party or upon further order from the court. III. VISITATION WITH CHILDREN: Both parties have contemplated by this

agreement that the party that the party with who the children do not maintain the residence shall have the most liberal and frequent contact, visitation, and access with the children; and maintain the exercise utmost good faith and content to all reasonable request to the other parent in connection therewith. It is also within an agreement that both parties time may vary from time to time. A) Weekends: The Husband shall be entitled to alternate weekends visitation ( unless agreed by both parties that father would like more frequent weekends) Said visitation shall begin Friday after the child gets out of school if applicable and continue through Sunday at 7: 00 p. m. Both parties agree to alternate the pick-up and drop off schedule. B) Holidays: In odd-numbered years the Husband shall have July 4th and Thanksgiving and Wife shall have Memorial Day and Labor Day. In even-numbered years the schedule is reversed. All other legal holidays shall be alternated between both parties (unless agreed differently agreed upon) C) Thanksgiving: This holiday shall begin on Wednesday at 6: 00 p. m. (before Thanksgiving) and end Sunday at 7: 00 p. m. D) Winter Visitation: The first half of the break period shall begin at 6: 00 p. m. the day the children get out of school and shall end 1: 00 p. m. on December 25th. The second half of the break shall begin 1: 00 p. m. on December 25th and end January 1st at 7: 00 p. m. The Father shall have the child for the entire second half of the Winter break period in the odd-numbered years. In even-numbered years, the Father shall have the children for the first half. E) Mother's/Father's Day: Both parties agree that the children should spend it with the appropriate parent. These are as agreed upon or 9: 00 a. m. until 7: 00 p. m. F) Birthday: Both parties agree the children should spend their birthday with both



parents, and attend any birthday parties for the children. The children shall spend the Father's birthday with the Father and the Mother's birthday with the Mother. If any birthday falls during the week, both parties agree to allow time to be spent from 6: 00 p. m. to 8: 00 p. m. without interruption of weekend visitation. If parent's birthday fall on the weekend the other parent has the child, the parent who has a birthday shall have the children and allow make-up weekend the following weekened, G) Summers: The Father shall be entitled to extended visitation of up to six (six) weeks during the summer. The extended visitation shall not conflict with the children's health, education, welfare, or previously planned trips or events the children might take with the Mother. Both parents agree that one (1) month written notice to the other parent and the other parent having seven (7) days to respond if one or the other decides to take the children out of the regional area. H) Miscellaneous: Hours of visitation for Memorial Day, July 4th, Labor Day, Father's Day, Mother's Day, and Easter (if appropriate) shall be from 9: 00 a. m. to 7: 00 p. m. If the listed holiday falls on a weekend, that weekend shall be spent with the parent who is entitled to have the children for that holiday. I) Scheduled Events: In the event that the children has a softball game, ballet, scout meeting, or any other extracurricular activity, the parent that has the children is required to assure that child's attendance, provided that both parents have agreed that the children will participate in these activities. Each child's wishes should be taking into account before any schedules event is missed. J) Itinerary: Both parents agree that an itinerary shall be provided by both if one has intention to spend any substantial portion of time at some place other than their home. K) Cancellations by any of the Parents:

Forty-eight (48) hours shall be given if any visitation will not be exercised for that holiday or weekend. Any visitation that needs to be canceled shall be forfeited unless the cancellation is caused by illness, extended work hours, or a physical impossibility to pick up the children. Both parents agree to reschedule if need be. L) Miscellaneous Cancellations: For the summer, cancellation must be made no less than 30 days before the vacation is scheduled to begin. If any cancellation is not agreed by both parents, the parent seeking to cancel visitation must, where appropriate, arrange and pay for babysitting, child-care, or other appropriate supervision of the child for the visitation period. Failure to properly provide for the care and supervision of the children under such circumstances may result in the loss of future visitation rights. M) Waiting: The children and both parents shall have no duty to await for the other parent for more than thirty (30) minutes. If the children are not picked up or dropped off within that time, visitation shall be forfeited for that visitation period, unless the other parent calls in advance (if practicable), excused by illness, extended work hours, or a physical impossibility to arrive on time. N) Communication: Both children shall be entitled to any form of communication with both parents once each day during the period of visitation. Each parent shall keep the other advised of the child's current address and telephone number. When traveling outside the local area, the other parent shall provide the telephone number, address, and whereabouts of the children. O) Make-up Visitation: If visitation is missed on the "alternate weekend", that weekend shall be made up, and then it shall take place on the weekend after the visitation was missed. The regular visitation shall then recommence the following weekend. P) Flexibility: Both

parents are encouraged to mutually agree to change the schedule to suit the needs of the children first, and themselves second. Both parents, by mutual written agreement, shall change the terms of this schedule. IV) Child

Support: Both parties have agreed to the Florida Statute 61. 30 that the child support shall be used to establish the guidelines that are used to determine the amount of child support to be paid by the other parent. This amount is based on the number of children and combined income of both parents. The obligation for child support is divided between the two parents in direct proportion to their income and earning capacity. The Father and Mother have the combined income of \$3, 000 a month. With the Florida child support guidelines, having two children with the marriage, the father shall be ordered to pay \$1001. 00 a month to the Department of Children and Families/Child Support Enforcement, starting January 1, 2012. V) Medical and Dental Insurance For the Children: A) The Father shall be responsible for providing the medical and dental insurance for both children. Both parties shall be responsible for all uncovered copayments. The parents shall be responsible for one half (1/2) of the deductible. B) The term " medical and dental" expenses for the purpose of this paragraph includes, but is not limited to, routine checkups or " healthy" office visits, medical, surgical, diagnostic, psychiatric, psychological, outpatient or hospitalization, prescriptions, medications, or supplies, optometric and dental care. C) Concerning all matters of policy involving the children's health, the parties shall confer and consult with the view towards adopting a harmonious attitude best suited to promote the children's welfare. Other than ordinary medical, dental, and other related expenses as referred to above, both parents shall be consulted

prior to any treatment to be rendered, except in emergency situations, as to attempt to obtain the others permission thereto. However, the parties' consent for any such treatment shall not be unreasonably withheld. VI)

Waiver of Spousal Support: Both parties have agreed to waives any and all entitlement to any form of alimony, be it permanent, periodic, rehabilitative, or lump sum. Each understand and has been advised by their legal counsel, that he or she may waive the monies that may be awarded to them. Each knowledge's that the waiver is irrevocable and that there is no change or potential change of circumstances in the financial ability of either party, or in the future physical ability of either party which can, or will permit, or could permit, either person to obtain periodic, permanent or rehabilitative alimony and/or lump sum alimony for the other party by way of the commencement of any modification proceedings. VII) Material Home The former martial residence of both parties is a single family home. Title to the martial home is jointly help in the names of the parties. The parties agree that the Wife shall remain in the home with the children. The home is at fair market and is currently listed value is \$400, 000. Both parties have \$150, 000 of equity in the house from payments made to a bank from income earned during the marriage. In addition, there is another \$50, 000 of equity in the house from a payment made by Angela from an inheritance that she received from her deceased uncle's estate four years ago. They purchased the house with pooled funds of \$3, 000 from each of them. The Wife shall be responsible for the mortgage payments, maintenance, utilities, and the upkeep of the premises. The husband shall be responsible to maintain the home owners insurance. VIII) Disposition Of Personal Property: A) From the date of the

execution of this Agreement, the following property will be the sole and exclusive property of the Husband, free of any right, title, claim, or interest of the Wife: any of his personal property remaining in the marital residence shall be returned to the proper party. B) From the date of the execution of this Agreement, the following property will be the sole and exclusive property of the Wife, free of any right, title, claim, or interest of the Husband: any of her personal property remaining in the marital residence shall stay with the proper party. All of the marital furniture shall remain in the marital home with the Wife. VIII) Other Debt & Expense Payments: A) Upon execution of this agreement, the Husband will solely take the responsibility for the following debts: All joint accounts and all accounts in the Husband's name. B) Upon execution of this Agreement, the Wife will solely take the responsibility for the following debts: All accounts in Wife's name. C) Each party does hereby agree to seek release for the other for any liability that the other party has assumed pursuant to this Agreement. In the event that either party is unable to secure a release for any specific liability, the party who assumes the liability agrees to indemnify the nonassuming party from any loss, injury or damage that the nonassuming party may sustain as a result of that liability. Both parties have agreed that neither party shall incur any additional debt that may result in joint liability. Any debt incurred by either party subsequent to this date will be the sole responsibility of that party. X) Automobiles: Both parties have agreed to take possession of the cars that they call their own and remove the other parties name and liability from the responsibility of the payments. Each party will then be responsible for the payment, upkeep, maintenance, insurance, gas, and any other

possible liabilities that may occur with owning a automobile. XI) Income Tax Liability: A) Both parties agree they shall be responsible and hold each other harmless for all taxes on all joint Internal Revenue Service returns previously filed by the parties and for the all IRS debt, if any, incurred during the marriage. B) The parties warrant and represent to each other that the information presented in the connection with the preparation and filing of all past joint tax returns is, to the best of their knowledge and belief, true, and correct. C) The parties agree to, in all due respect, forever indemnify and protect, save, and hold harmless the other from any and all liability which may incurred by the virtue of any information or misinformation giving by the party for the purpose of filing a joint return, including any taxes, interest, deficiency assessments and attorney's fees or accountant's fees, as well as any related damages or expenses, whatsoever. D) If any deficiency assessment is made in connection with any of the above mentioned returns, the parties have agreed to notify the other party at once, in writing, and the responsible party shall pay the amount finally ascertained to be due, with any interest or penalty and any expenses, including attorney's fees occasioned by the deficiency. The responsible party shall, in no event, permit any tax lien to be filed against any property of the other. E) On the event the responsible party wishes to challenge the IRS, at the administrative level, or contest a deficiency assessment in the United States Tax Court or in any other court of competent jurisdiction, it shall be the responsibility of that party to file the proper paperwork in a timely manner on behalf of both parties, and pay all expenses. F) Both parties have agreed to provide each with a copy of joint tax returns previously filed by the parties that are in his

or her possession. G) The payment of the aforementioned obligation is support related and it is expressly agreed that this obligation is not dischargeable in bankruptcy. XII) Attorney's Fees And Cost: Both parties have agreed that they are each responsible for their own payment to their legal counselor and the cost incurred in connection with this dissolution of marriage. XIII) Effect Of Reconciliation: This Agreement shall remain in effect if both parties affect a reconciliation with one another or attempt to reconcile as Husband and Wife. XIII) Change Of Address: Both parties have agreed to notify the other by certified mail, return receipt requested, postage prepaid, of any change of address or telephone number within five(5) days from the date of such change. This agreement shall cease when the children reach the age of eighteen (18). XX) Dissolution Action: In any action instituted in any Court by either of the party, for the dissolution of their marriage, it is the desire of both parties hereto this Agreement and the provisions hereof, be ratified and confirmed by the Courts in any decree that may be entered therein and the parties, each of them or either of them, will present this agreement to the Court and request that it be ratified, confirmed and approved and made an enforceable part of any decree or order entered. Both parties have agreed not to oppose ratification, confirmation, and enforcement to this Agreement and the provision hereof by the Courts in any such proceeding. This Agreement shall not merge and shall survive any such decree or order. This Agreement shall be incorporated into the final judgment, it is specifically agreed that the agreement shall forever bind and conclusive on the each party and shall not be merged into any final judgment, and shall be an independent contract, the terms of which

constitute an enforceable legal obligation, which, in and of itself may be sued upon in an independent fashion. In order that there may be no misunderstanding, this agreement shall survive and shall not be merged into any decree, judgment, support order, or other order to enforce such decree, judgment, or support order. In Witness Whereof, the parties have set their hands and seals the day and year first written above. Agreed to this \_\_\_\_

day of \_\_\_\_\_, \_\_\_\_\_. By: Husband: \_\_\_\_\_ Wife: \_\_\_\_\_ (print) \_\_\_\_\_ (print) \_\_\_\_\_

Witness by: Jamie D. Cox — Paralegal — Husband’s Attorney

\_\_\_\_\_ (Witness or counsel signature) (Witness or counsel signature) SWORN TO AND SUBSCRIBED

before me this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_ NOTARY PUBLIC State of Florida My Commission Expires: (Notary Stamp Here) | References: <http://www.afccnet.org/pdfs/FLAFCC%20Parenting%20Plan%20Bench%20Book%20Supplement.pdf>  
<http://www.circuit8.org/web/family/Parenting%20Plan%20Guidelines.pdf>  
<http://www.divorcesource.com/research/edj/jurisdiction/02oct109.shtml>  
[http://www.flcourts.org/gen\\_public/family/forms\\_rules/995a.pdf](http://www.flcourts.org/gen_public/family/forms_rules/995a.pdf)  
<http://fldivorcemediation.com/HowWeWork.aspx> Mediating Divorce: A Step-by-Step Manual (2009) | | | |