



Fleming Education Group Mediation (FEGM)  
7300 Metro Boulevard, Suite 585, Edina, MN 55439  
Phone: 952-233-8850 Email: [bfleming@flemingeducationgroup.com](mailto:bfleming@flemingeducationgroup.com)

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G. BRYAN FLEMING, MA

## **MEDIATION GUIDELINES**

1. **AGREEMENT TO MEDIATE** – The parties have been given these guidelines as part of their contract with G. Bryan Fleming, MA. These guidelines apply from the time the mediation engagement commences.
2. **SCOPE OF MEDIATION** – The mediation process, unless otherwise stipulated, will be related to the resolution and settlement of controversies on one or more matters relating to, or following a dissolution of a relationship.
3. **COMPENSATION OF MEDIATORS** – Mediation services will be compensated at an hourly rate and will be disclosed to the parties prior to the beginning of the first mediation session.
4. **CONFIDENTIALITY OF MEDIATION** – FEGM and the parties mutually agree with each other as follows:
  - a. The parties should not call the mediator as a witness in any litigation.
  - b. The parties should not require the production of any documents or records made by the mediator.
5. **FULL DISCLOSURE** – Each party agrees to fully disclose in the presence of the other party all information and writings requested by the mediator and opposite party, provided the mediator finds that disclosure is appropriate to the mediation process and may aid in reaching a settlement. Mediators will be impartial in their relationship to the parties.
6. **PARTICIPATION OF CHILDREN AND OTHERS** – Children or other persons having a direct interest in the mediation may, with the consent of parties and the mediator, participate in mediation sessions.
7. **SUMMARY OF SESSIONS and MEMORANDUM OF AGREEMENT** – Upon completion of each session the mediator, if requested, will prepare a summary of agreements reached. Upon the conclusion of the mediation process, if requested, a Memorandum of Agreement will be prepared and submitted to the parties reflecting all agreements reached.
8. **DETERMINATION OF IMPASSE** – Impasse is defined as a situation which results when the parties are unable to reach agreement. Impasse may be declared by either party or by the mediator at any time.
9. **CANCELLATION OF APPOINTMENT** – Appointments cancelled or not kept with less than 24 hours' notice will be charged at the full hourly rate. Appointments cancelled with 24-48 hours of the time and date will be charged at one-half of the hourly rate unless the time slot is filled by another client. There is no charge for appointments cancelled with more than 48 hours' notice.
10. **LEGAL REPRESENTATION** – The parties understand that the mediator does not represent either or both of the parties and does not provide legal advice. Effective legal representation is encouraged, and each party agrees to seek legal counsel for advice on legal questions.



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## **AGREEMENT TO MEDIATE**

This agreement is made between the undersigned parties and G. Bryan Fleming, MA.

1. **CONFIDENTIALITY** – The parties agree to maintain confidentiality regarding information obtained in any mediation session, including the Orientation, and understand that neither the mediator nor records nor documents related to the mediation may be subpoenaed in any future discovery or other legal proceeding relative to the issues considered during the process.
  - A. **Records of Mediator**
    - 1) Notes, records, and recollections of the mediator are confidential, which means that they will not be disclosed to the parties, the public, or anyone other than the mediator, unless (1) all parties and the mediator agree to such disclosure or (2) required by law or other applicable professional codes. No record will be made without the agreement of both parties, except for a memorandum of issues that are resolved.
  - B. **Exceptions to confidentiality are as follows:**
    - 1) Where disclosure is required by statute (abuse or neglect of children or vulnerable adults and/or "duty to warn" obligations); or
    - 2) Where disclosure is necessary to address a claim of mediator misconduct; or
    - 3) When mediation is pursuant to a court order, the mediator may disclose the following:
      1. Whether the parties met with the mediator.
      2. Whether agreements were or were not reached.
      3. Whether future sessions are scheduled.
      4. If otherwise necessary pursuant to Rule 114 of the Minnesota General Rules of Practice.
2. **MEDIATOR** – This mediation will be conducted by G. Bryan Fleming, a qualified neutral under Rule 114 of the Minnesota General Rules of Practice.
3. **TERMINATION** – Any party or the mediator may terminate the mediation at any time, verbally or in writing.



4. **ACKNOWLEDGEMENT** – Each participant acknowledges receipt of a statement of qualifications and experience of the mediator, the Mediation Guidelines and agrees that s/he will abide by the stated guidelines of mediation and this Agreement.

5. **FEES**

- A. The mediator will be compensated at the rate of \$225.00 per hour. Compensation will be for time in session and administrative time spent (drafting, client communications, etc.). Charges are in 15 minute increments.
- B. Unless negotiated otherwise, a mediation session is scheduled for 3 hours. Payment of \$675.00 must be made prior to the session. Any drafting time fees @ \$225.00 an hour will be calculated at the end of the session and are to be paid at that time.
- C. Court ordered mediation appointments may require pre-payment of \$675.00. The session will be scheduled as soon as the prepayment has been received by our office.
- D. The parties will equally share all mediation fees. YES \_\_\_\_ NO \_\_\_\_

\_\_\_\_\_ will assume responsibility for all mediation fees.

Other payment arrangements as follows:

E. **CANCELLATION / NO-SHOW POLICIES**

- *Appointments cancelled with less than 1 Full Business Days' Notice will be charged \$675.00 (the full 3 hour appointment time).*
- *Appointments cancelled with between 1 and 2 Full Business Days' Notice will be charged \$337.50 (one half of the 3-hour appointment time).*
- *There is no charge for appointments cancelled with more than 2 Full Business Days' Notice.*

\_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Mediator / Date



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## FEG Mediation Client Questionnaire

Name \_\_\_\_\_  
Date of Birth \_\_\_\_\_  
OFP / Restraining Order YES \_\_\_ NO \_\_\_ If applicable: Date Expired \_\_\_\_\_  
Home Phone \_\_\_\_\_  
Address \_\_\_\_\_  
Work Phone \_\_\_\_\_  
Cell Phone \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

**\*PLEASE SEE BELOW BEFORE PROVIDING EMAIL INFORMATION**  
**\*FEGM prefers to copy both parties on email communications from our office unless scheduling individual appointments.**

Do you wish to use email as a tool for communication with FEGM?  
YES \_\_\_ NO \_\_\_

Do you agree to allow FEGM to share your email address with the other party?  
YES \_\_\_ NO \_\_\_

Email address \_\_\_\_\_  
Employer \_\_\_\_\_  
Employed Since \_\_\_\_\_  
Job Title \_\_\_\_\_  
Approx. Salary \_\_\_\_\_

Level of Education  
High school or equivalent (GED) \_\_\_\_\_  
Technical or occupational certificate \_\_\_\_\_  
Associate degree \_\_\_\_\_  
Some college coursework completed \_\_\_\_\_  
Bachelor's degree \_\_\_\_\_  
Master's degree \_\_\_\_\_  
Doctorate \_\_\_\_\_  
Professional \_\_\_\_\_



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## FEG Mediation Client Questionnaire

Date and Place of Marriage \_\_\_\_\_  
City/State

Date of Separation/Divorce \_\_\_\_\_  
City/State

Previous Spouse or Partner \_\_\_\_\_

Current Spouse or Partner \_\_\_\_\_

Attorney \_\_\_\_\_  
Contact Phone \_\_\_\_\_  
Contact Email \_\_\_\_\_  
Referred by \_\_\_\_\_

# of Children \_\_\_\_\_  
Name(s) \_\_\_\_\_  
Date of Birth \_\_\_\_\_  
Grade(s) in school \_\_\_\_\_  
Lives With \_\_\_\_\_  
Parenting Schedule \_\_\_\_\_  
(e.g., 5-2-2-5, modified, etc.)

Signature \_\_\_\_\_

Date \_\_\_\_\_