

Divorce Alternatives

What are my divorce options?



Shared Parenting Agreement

SAMPLE

We, _____ and _____, the parents of
(Mother's first and last name) (Father's first and last name)
_____, enter into this Shared Parenting Agreement
(full name(s) of child(ren))

in order to better meet our parental responsibilities and to safeguard our child(ren)'s future development. We both recognize that our child(ren) wish to love and respect both of us, regardless of our marital status or our place of residence, and that the welfare of our child(ren) can best be served by our mutual cooperation as parents in shared parenting, and by each of us providing a home in which they are loved and to which they belong. We also jointly recognize that court proceedings regarding child(ren) and custody and access matters can be detrimental to child(ren), and we therefore have decided to resolve these questions ourselves, using this Shared Parenting Agreement. Finally, we have chosen to avoid the traditional terminology surrounding divorce and child(ren) by using terms that more accurately describe the reorganization of our former family to new homes or dual households. Accordingly, we wish to instruct our respective attorneys, if necessary, to inform any courts involved in our dissolution that our desires are as follows, regarding the custody and upbringing of our child(ren).

1. Children: We hereby accept and identify the parentage, and agree to the surname of the below named child(ren) applicable to this Shared Parenting Agreement as follows:

Full Name	Date of Birth	SSN
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. Terminology: In order to reaffirm our commitment of raising our child(ren) in a dual-household status, we choose to use the terms "live with mother" and "live with father" in describing our arrangement, rather than in terms of custody/primary and non-custodial/access as may be defined in other legal documents.

Court Proceedings After Mediation Once an application for divorce is filed, the court will decide whether to refer the case to obligatory arbitration. When among the celebrations falls short to comply with the regards to the mediated arrangement, the events can go back to mediation or impose the agreement in the court system. As a

matter of fact, it is usually practical to begin your arbitration with a list of agreements that you and the various other event have actually already reached. The process often starts with an intake meeting where the mediator gathers your standard history information and discusses the guideline. Each participant may also speak with their own lawyer beforehand to completely understand their lawful choices and duties.

- Rather, they aid direct the discussion so the parties can reach a contract that helps everybody.
- Unlike a judge or a mediator, who makes a decision for the parties just how a conflict will certainly be resolved, a mediator or conciliator aids the events reach their very own voluntary agreement that serves to both events.
- Additionally, contracts can't normally be un-signed later, so you'll wish to get it now, otherwise you may discover that your choices to fix it are someplace between 'incredibly limited' and 'definitely none'.
- Arbitration is a voluntary procedure in which both sides meet with a neutral 3rd party (the moderator) to resolve lawful disagreements and reach a common contract.

You do not need to put up with hazards or demands; you are not a detainee, and you can not be held versus your will. At the point that the discussion ends up being ineffective-- or, worse, disadvantageous-- you are cost-free to state that you do not agree and leave. Statutes of limitations continue running throughout mediation unless you have a created tolling agreement, so target dates depend on [Family Mediation Services](#) your particular claim type and when it arose. Some moderators are retired judges; others are specialists, spiritual leaders and sometimes accounting professionals.

Is Mediation Binding?

When arbitration gets to a deadlock without resolution, events retain all legal solutions offered before arbitration started, including filing a lawsuit, seeking arbitration, or attempting added settlement rounds. The voluntary nature of mediation implies a not successful effort simply returns celebrations to their pre-mediation positions with court doors still open. Before rushing to court after arbitration stops working, consider whether an additional different disagreement resolution technique may much better offer your passions. Adjudication provides a middle ground in between mediation and court, offering binding decisions through much less official procedures. Lots of contracts need adjudication before lawsuits, making this action mandatory rather than optional. Most of the times, either celebration to the mediation negotiation arrangement can file an allure with the court to have the arrangement reversed.

When to prevent mediation?

1. There is a power imbalance: When there is a substantial power discrepancy between the parties, you should prevent mediation. Lack of excellent belief: Mediation calls for that everyone pertains to the table with an open mind and desire to work out.

Can I Bring My Legal Representative To Mediation?

The following are theoretical examples that demonstrate how mediation can assist solve various kinds of situations. Mediation can occur either with the disputants in the same room or with a digital platform like Zoom. The moderator likewise makes sure that all sides have an opportunity to articulate their demands. They do not take sides or make demands, yet they do promote efficient discussion. It is always best to enter arbitration with the understanding that, while the objective is to resolve all the problems in one session, the events will certainly return for more arbitration sessions if needed. In the USA, both mediation arrangements and settlement agreements play essential roles in dispute resolution, but they differ significantly in their legal standing and

enforceability. This procedure is required to make the agreement reached in mediation an enforceable Court Order. Usually, they will stress the weaknesses of each side's situation to urge a resolution. If each side is reminded of the weak points of their situation, they end up being much more knowledgeable about the threats of trial. They are for that reason more probable to agree to a negotiation that they can manage rather than letting a court or jury regulate the resolution of their situation. On top of that, if each side is advised of the expenses of taking a case to test (which can run over \$150,000), they will likely locate it in their monetary passion to moderate and clear up. The effects of breaking a mediated contract can differ depending upon whether the arbitration was court-mandated or otherwise. The parties are likewise free to arrange their own mediation at their very early convenience, instead of awaiting test after the summons and issue are served. At Juniper Family Legislation, LLC in Arvada, Colorado, I am experienced in assisting my customers discover arbitration as a powerful option to court proceedings. If you're managing a hard family members matter, mediation may be right for you. Missing out on these deadlines eliminates your right to sue despite your claim's strength. One essential protection when continuing to court after stopped working mediation is confidentiality guidelines that avoid utilizing mediation interactions as proof. What you or the other event said throughout mediation usually can not be presented in court, protecting the open dialogue required for efficient negotiation conversations. So, if we have a partial negotiation contingent on the good-faith order being provided, I do not write a statement due to the fact that I do not wish to be seen as a partial. I locate it important that in the arbitration arrangement that reasonable attorney's costs and costs be granted to the prevailing celebration.