

This is a sample of what a Memorandum of Agreement might look like. Your Agreement will reflect all the points that you and your spouse have agreed upon while in mediation.

Memorandum of Agreement

Date: August 9, 2009

Frankel, James and Frankel, Sara

James and Sara have made a decision to live separately and seek dissolution of their marriage relationship. As a result of that decision, both have agreed to enter into mediation conducted by **Beaufort/Jasper Community Conflict Resolution Center** for the purpose of settling all issues that might otherwise be the subject of contested litigation. Prior to entering mediation, they signed an agreement with each other and with **Beaufort/Jasper Community Conflict Resolution Center**. They agree that mediator does not legally represent either or both of them. Both agree that they may retain attorneys of their choice to legally represent them and to provide each of them with an independent judgment about the decisions reached in mediation. They agree that mediated agreements are not final and enforceable until they have signed the agreement they have made and incorporated in a Stipulation or Marital Termination Agreement executed by both parties through Pro-se, their attorneys, or independent council of their choice and a Decree and Judgment has been signed by a judge. James and Sara have agreed that if they or their attorneys have a problem with any portion of their mediated agreement, they will attempt to resolve that problem in a cooperative manner through their attorneys or will return to mediation to resolve it.

Mediation was conducted by Paul M. Brody (Mediator) for **Beaufort/Jasper Community Conflict Resolution Center**. The following represents their intended decisions reached in mediation after careful review of all facts and options. Both have made a full disclosure to each other of the nature and extent of their assets, liabilities, and income, and wish their attorneys or independent council to incorporate the following into a legally binding settlement agreement. Both intend to incorporate this mediation agreement to the fullest extent possible in their legal documents of divorce. However, both agree that there may be some word changes based upon review by themselves, their attorneys, or independent council.

1. **PROCEEDING.** The above-named parties intend to commence or have commenced a proceeding for dissolution before county court.
2. **BASIS FOR AGREEMENT.** James and Sara consider it to be in their own best interests to agree upon all matters with respect to parenting, the division of property, payment of debts, spousal maintenance, and all other matters at issue between them. They have arrived at agreement through mediation with **Beaufort/Jasper Community Conflict Resolution Center**.
3. **FULL AND FAIR DISCLOSURE.** James and Sara have advised each other as to full extent, nature, and amount of their property, income, and indebtedness, and each is relying on this disclosure in entering into this agreement. This mediated agreement is based upon said full and fair disclosure. Each party represents that they have not withheld from disclosure information, which would materially affect the distribution between them.
4. **NAMES AND SOCIAL SECURITY NUMBERS.** The true and correct names, addresses and Social Security numbers of the parties are as follows:

James Frankel
Frankel

Sara

Date of Birth Age
Age
SSN
SSN

AND

Date of Birth

5. **PRIOR NAMES:** Sara has been known by the name Sara (Middle) (Maiden) in addition to Sara Frankel. James Frankel has used no other names.

6. **JURISDICTION.** The parties submit themselves to the jurisdiction of the Beaufort County Circuit Court for the purpose of this proceeding. The parties acknowledge that the provisions contained herein may be embodied in a Judgment and Decree entered herein.

7. **COUNSEL.** The parties are represented in these proceedings by X themselves, ___ Husband's attorney _____ Wife's attorney _____ or by Independent Council drafting the final agreement _____ Attorney.

8. **COURT APPROVAL.** James and Sara shall proceed with this dissolution by administrative default and will submit this agreement to the above-referenced Court. If the dissolution is not granted, the terms of this Agreement shall be of no effect, and if this Agreement is not approved by the Court, James and Sara shall be advised and shall be given the opportunity to appear and present argument, witnesses, and evidence. If this Agreement is approved by the Court and the Court grants dissolution to the parties, the terms of this Agreement shall be made a part of any Decree issued, whether or not each and every portion of this Agreement is literally set forth in the Judgment and Decree.

9. **MILITARY SERVICE.** The parties acknowledge that neither party hereto is in the Military Service of the United States of America.

10. **CHILDREN; Sara is not Pregnant.** There is 1 Child(ren) as issue of this marriage, namely _____, born _____, age _____. Sara is not now pregnant.

11. **DISSOLUTION OF MARRIAGE.** Because there has been an irretrievable breakdown of the marriage relationship, the bonds of matrimony will be dissolved.

12. **MARRIAGE AND SEPARATION DATES.** The parties were married on _____ in _____ county, state of _____, and separated on _____.

EMPLOYMENT, EDUCATION, AND REASONABLE LIVING EXPENSES

13. James has received a _____ degree, and is employed by _____ as a _____ earning a gross annual income of \$ _____ and a net monthly income of \$ _____. James claims reasonable living expenses for himself and the child(ren) in the amount of \$ _____ per month.

14 Sara received a _____ degree, and is employed by _____ as a

_____, earning a gross annual income of \$ _____ and a net monthly income of \$ _____. Sara claims reasonable living expenses for herself and the child(ren) in the amount of \$ _____ per month.

EXPENSES: During the mediation process, the parties have examined their expenses individually as well as for the child(ren). See attached Appendix A – Monthly Budgets.

AGREEMENTS REGARDING PARENTAL RESPONSIBILITIES

15. **JOINT/SOLE LEGAL, JOINT/SOLE PHYSICAL CUSTODY.** The parties agree to share joint legal custody/ name James/ Sara as sole legal custodian. They (1) agree to share joint physical custody (2) agree to name James/Sara as sole physical custodian of the minor child(ren).

16. **PARENTING PLAN AGREEMENT.** James and Sara have 1 minor child(ren) of the marriage relationship _____, born _____, age _____. As parents, they share a concern for the welfare and interest of the child(ren).

They realize they are both very important to their child(ren) and they need each of them as an active parent in their lives after divorce. They respect each parent's individual role with the child(ren) about the other parent; sending messages to the other parent through the child(ren), and cutting the other parent down is harmful to the child's(ren)s sense of self and so they each agree not to do these things. They will give the child(ren) permission to love, and be proud of, the other parent. The child(ren) will be legally and publicly known under the surname (last name) of _____.

(a) RESIDENTIAL ARRANGEMENTS

James and Sara realize the child's(ren's) needs are most important to consider as they plan their living arrangements, and also that their needs will change as they grow older. They know the child(ren) are individuals and they are sensitive to the child's(ren's) adjustment during this time of restructuring their family. They recognize that the child/children of all ages adjust to changes better when they know what will be happening to them and what the schedule will be for them to be with each other and with each parent.

Although the child(ren) will need living arrangements that are predictable, specific, and routine, sometimes there may be exceptions to the normal schedule. James and Sara will consider a request from the other parent for a change in schedule when something unexpected arises. They will give each other as much advance notice as possible of the need to make changes for special circumstances.

Both parties will from time to time, experiment with different schedules in order to attempt to find an exchange schedule that does not unduly disrupt the child's (ren's) daily schedule. But still allow for significant parenting contact by both parties. They will follow an initial time-sharing arrangement as per Appendix B.

(b) HOLIDAY SCHEDULE

The parties agree to the following holiday schedule. These holidays will be treated as an exception to the regular weekly schedule of exchanges without the need to have makeup time. The child(ren) will spend the holidays as follows. See attached Appendix C

For summer vacation, they shall have a preliminary discussion about summer plans for the children by February with the final plan being decided upon by May.

If the parties disagree in the future about scheduling changes or have disputes about the holiday schedule, they shall first attempt to resolve such disagreements on their own, and shall return to mediation should they have difficulties in resolving these new issues on their own.

The future costs of returning to mediation if needed shall be shared equally. When Mondays are a legal holiday, the child(ren) will be with the parent they are normally scheduled to be with.

(c) RELATIONSHIPS IMPORTANT TO THE CHILD(REN)

They recognize the child(ren) will benefit from maintaining ties with grandparents, relatives, and people important to them and they will help the child(ren) continue to be with these people from time to time.

(d) ON-DUTY/OFF-DUTY PARENTING

They recognize decision making is an important part of parenting and they agree that the parent the child(ren) are with (the on-duty parent) will make decisions about their day-to-day care and control. They agree to the concept that each of them will provide parenting during the times they are scheduled to care for the child(ren). This means that if the child(ren) are ill or either of them have other obligations during the scheduled time with the child(ren), it will be the responsibility of the on-duty parent to make arrangements for the care of the child(ren). The off-duty parent welcomes the on-duty parent to request assistance during their scheduled times with the child(ren), but they both understand that if the off-duty parent is not able to assist the on-duty parent during the scheduled time, it will be the responsibility of the on-duty parent to make alternative arrangements for the child(ren).

(i) Education: Each of them will communicate with the child's(ren's) schools to remain informed about the child's(ren's) needs and progress and special events including parent-teacher conferences. They also agree to share information about the child's(ren's) progress, behavior, and event with each other. They realize college and technical training is important and they will encourage and support the child's(ren's) efforts for further education. Major decisions about the child's(ren's) education will be made by both parents.

(ii) Health Care: In emergencies each parent can consent to emergency medical treatment for the child(ren) as needed. Their intent is to take care of the medical emergency first and communicate with the other parent as soon as possible. They each have the right to the child's(ren's) medical information and records, and they will communicate with each other on major health care for the child(ren), and major health care decisions about health care will be made by both parents.

(iii) Religion: They will communicate with each other on major religious ceremonies involving the child(ren), and major decisions about religious upbringing will be made by both parents.

(iv) Child Care: If child care is needed by one parent, when practical, they agree to offer the other parent the opportunity to provide this care before seeking someone else to care for the child(ren). Major decisions about child care will be made by both parties.

(e) COMMUNICATION

During separation of more than a week from the child(ren), they will maintain frequent contact with them by phone, (letter, post cards, video or audio tapes). They will also encourage and help the child(ren) communicate frequently with the other parent by phone, letter, etc. They agree to give the other parent the address and phone number where the children can be reached anytime they are away from home for more than 24 hours.

(f) SAFETY

They each agree not to compromise the safety of the child(ren). They will not leave the child(ren) unattended until HE is 12 years old. They agree not to operate a vehicle when under the influence of nonprescription drugs or alcohol when the child(ren) are in the vehicle, or use these substances carelessly when the child(ren) are in their care.

(g) TRANSPORTATION

They each agree the parent who is receiving the child(ren) will pick them up. They will pick up the child's(ren's) belongings at the same time they pick up the child(ren). The child(ren) will be picked up and dropped off at the other parents home. Remembering is difficult for children, so James and Sara will cooperate and help the child(ren) to remember to take belongings with them, so they will have with them the personal belongings and school supplies they need.

(h) MOVE FROM CURRENT RESIDENCE

If a move from a current residence makes it impossible to continue the schedules in the Plan, James and Sara agree to renegotiate the Parenting Plan Agreement prior to a move. They will focus on how they can still be involved as parents in a way that would meet the needs of the child(ren).

(i) TRANSPORTATION OUT OF STATE

They will not take the child(ren) from the State without prior agreement and understanding of the other parent. They will be reasonable when the other parent requests to take the child(ren) out of South Carolina for vacations and travel.

(j) DURATION

James and Sara understand this Plan will be in effect until the court issues a new court order regarding their shared parenting arrangements. They agree any changes to this Plan will be made in writing, dated and signed by each of them. Until such written change is approved by the Court, they realize agreements made in this Plan will govern any dispute.

As children grow and their life situation changes, James and Sara agree to be flexible and cooperative, and communicate with each other so they can meet the changing needs of the child(ren). If one parent does not follow a part of this Plan, they understand the other parent's obligations under the Plan are not affected. When James and Sara cannot agree about what a part of this agreement means, or if a significant change (such as moving or remarriage) causes conflict, they will make a good faith effort to resolve their difference through mediation.

FINANCIAL SUPPORT

17. CHILD SUPPORT

James agrees to pay child support to Sara in the amount of \$_____ per month according to the agreement they have made in mediation. This amount is ___% of James net monthly income. Child support will continue until the child(ren) reach the age of 18, enters the Armed Forces of the United States, is emancipated, self-supporting, or deceased, or until the child(ren) reaches the age of 20 if the child is still attending secondary school, or until further court order.

In the future, they agree to use the standard cost of living adjustment to be calculated every two years using \$_____ as the base amount for the calculations.

From the child support payments, Sara will be responsible for payment of all routine expenses of the child(ren) such as clothing, food when the child(ren) are with Sara, and all other normal costs of the child(ren). James will be responsible for payment of food and other costs associated with the child(ren) when they are with him. Should there be extraordinary expenses related to the child(ren) that are unusual or extra, they will first meet and agree as to whether to spend the money on behalf of the child(ren) and then they will decide upon a method of sharing such extraordinary expenses.

18. CHILD CARE COSTS.

James will pay \$ _____ to Sara for child care costs.

19. CHILD SUPPORT COLLECTIONS.

James shall make child support and child care payments directly to Sara at a sum of \$ _____ per month, payable by the 10th of each month. If at any time, James support payments become Sixty (60) days overdue, Sara shall have the right to petition the Department of Health and Social Services for child support collection assistance.

20. DEPENDENCY EXEMPTIONS.

James shall claim the exemption for tax purposes for _____.

21. SPOUSAL MAINTENANCE.

Each party waives all claims to past, present and future spousal maintenance, the possibility of any spousal maintenance, or modification of the waiver of spousal maintenance. Except as provided herein, no spousal maintenance shall be awarded from one party to the other, and each party hereby waives and is forever barred from receiving spousal maintenance from the other.

By presently waiving their right to receive or modify maintenance other than as provided above, the parties intend to divest the Court or jurisdiction regarding any future spousal maintenance, including the right to award spousal maintenance or to modify spousal maintenance, pursuant to State Statute. This waiver of future spousal maintenance is given in consideration of the mutual waiver, the assets awarded to each party, and all other agreements made herein. Before agreeing to the waiver of modification of spousal maintenance, each party has made full disclosure of assets and liabilities, asset values, and income. Both parties are in good health and are capable of supporting themselves; both are currently employed. The parties believe the provisions of this agreement to be fair and equitable.

HEALTH EXPENSES

23. HEALTH INSURANCE AND UNINSURED HEALTH RELATED EXPENSES FOR THE CHILD(REN)

James currently maintains health insurance for the parties and the child(ren) through his employment under policy. James will continue to be responsible for providing and paying for health insurance coverage for the child(ren) until neither parent has a child support obligation for that child.

The parties have agreed to share equally in any uncovered health-related expense for the child(ren). Before arranging for any elective uncovered health-related procedures, the parties will agree on the procedure before assuming the other will participate in the cost of the procedure.

Sara shall be responsible for her own health care costs and insurance coverage. James will be responsible for his own health care insurance coverage.

LIFE INSURANCE

24. LIFE INSURANCE.

As and for security for the child support. James shall name Sara as primary beneficiary on his existing life insurance policies and shall maintain those or other life insurance providing a death benefit to Sara in the amount of at least \$ _____ until the child is _____ years old. Otherwise the parties are free to name other beneficiaries on any new life insurance policies as they choose.

PROPERTY DIVISION

25. FINAL DIVISION.

The following is a full, final, complete, and equitable property division. Each party is to be awarded the property described below.

Non-Marital Property

26. NON-MARITAL PROPERTY

Sara claims the following non-marital property:

James claims the following non-marital property:

NONE

27. PROPERTY IDENTIFICATION AND DIVISION.

The following is a complete listing of property as disclosed in mediation by James and Sara. Unless otherwise indicated, the date of valuation is _____. Starred (*) items indicate non-marital property. See attached Appendix D.

28. BANK ACCOUNTS.

Name of Bank Owner	Type of account	Account #	Balance
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29. NOTES AND RECEIVABLES

Description Owner	Value
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30. STOCKS AND BONDS

Description Owner	Value
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31. HOMESTEAD.

Property Value _____

Owner

James and Sara are joint owners of the homestead at _____, which was purchased in _____ for \$ _____ . The legal description is _____

The first mortgage is held by _____ with a current balance of _____ Present fair market value agreed upon by both parties is \$ _____. Without considering selling costs, the net equity of the house is approximately \$ _____.

James/Sara shall have all right, title, interest, and equity in and to the above-described homestead of the parties subject to the mortgage in favor of _____ and subject to a lien in favor of James/Sara in the amount of \$ _____, to be satisfied upon the sale of the house or the minor child's eighteenth birthday, whichever is sooner. James/Sara shall be solely responsible for any capital gains taxes that may apply in the event that He/She chooses to sell the homestead. Within sixty (60) days from entry of the judgment and Decree, James/Sara shall provide James/Sara with an executed Quit Claim Deed releasing Him/Her interest in the homestead. If James/Sara fails to do so, the filing of a certified copy of the Judgment and Decree with the County Clerk's Office will be sufficient to transfer title to said real estate to James/Sara.

James/Sara will hold James/Sara harmless from any claim from any source with respect to the homestead, including, but not limited to, the mortgage note. James/Sara shall apply for refinancing to remove James/Sara's name from the mortgage. If the mortgagee will not agree to remove James/Sara's name from the mortgage note, then in the future, James/Sara shall inform James/Sa