

**BOSTON TEACHERS UNION
PREPAID LEGAL SERVICES FUND**
180 Mount Vernon Street
Boston, MA 02125
(617) 288-0497

Eugene M. McGlynn
Plan Administrator

Dear Covered Teacher:

Enclosed are the necessary forms to exercise the Mediation benefit. They are as follows:

1. Agreement to participate in Mediation/Acknowledgement of Payment Responsibility if the School Department does not cover you for your Fund Benefits (to be signed by each spouse).
2. Request for Median Authorization Forms.
3. List of Mediators (select one from the list and enter Mediator's name on the "Mediator" line of the Request for Authorization for Mediation form).

Please complete all the forms in their entirety and return to the Fund office. You will then each be issued the required Authorization forms to make an appointment with the mediator.

Please call the office with any questions you may have.

Sincerely,



Deborah Arruda
Assistant Plan Administrator

BOSTON TEACHERS UNION PREPAID LEGAL SERVICES FUND

AGREEMENT TO PARTICIPATE IN MEDIATION

We, the undersigned, a Covered Teacher and that Covered Teacher's lawful spouse wish to mediate our differences involving a legal separation or divorce. We understand that mediation is a voluntary process and that either of us can terminate the mediation at any time once the process begins. The Mediator may terminate the process in some cases.

We understand that the mediation benefit on the Prepaid Legal Service Plan ("Plan") provided by the Boston Teachers Union Prepaid Legal Service Fund ("Fund") is administered as explained in the following paragraphs 1 – 4;

1. As the dependent spouse of a Covered Teacher and a Covered Teacher who have a dispute concerning their legal separation or divorce, we qualify for service by a Mediator to assist in resolving such dispute. The Mediator will bill the Fund for up to fifteen (15) hours for such service. So long as we remain eligible for Plan benefits, the Mediator will not bill us. If the Mediator's services to us exceed fifteen (15) hours, the Fund will not be billed for the excess hours. The hours of service, up to fifteen (15) by the Mediator in assistance to us in resolving our dispute will be charged against our allowed annual hours under the Plan. One-half of the hours of service will be charged to the Covered Teacher and one-half to the spouse.

We will jointly select one Mediator to assist us from the panel of Mediators made available by the Fund.

The Mediator will conduct a consultation of up to a half hour with us in order to explain the mediation process to us. The Mediator will make no charge for that consultation.

2. While we remain eligible, this mediation benefit, after its invocation, will continue so long as a hiatus of no more than four (4) months occurs between mediation sessions.
3. The Mediator's services under this Plan shall not include preparation of a separation agreement for filing in a court proceeding. It is the desired goal of a successful mediation process that a Memorandum of Agreement be reached and signed by the parties with each of the parties to receive a copy.
4. This mediation benefit is available to the dependent spouse of the Covered Teacher and that Covered Teacher not sooner than thirty-six (36) months, since its prior use as a mediation benefit under this Plan by the same eligible persons as participants.

We understand that the mediation process is confidential, and that in accordance with state law, the Mediator cannot be called to testify or disclose any information we give to the Mediator.

We understand the Mediator reserves the right to report to proper authorities the planned commission of a crime or suspected child abuse.

We consent to communication from the Mediator to the Fund of such information as the Fund requires in order to administer this benefit.

We know that although the Fund will pay for the Mediation benefit and will establish a panel from which we may select our Mediator, the Fund and the Plan assumes no responsibility for our conduct, or that of the Mediator, or the success of the mediation effort.

We understand that the Mediator cannot and will not impose an agreement on us. Only we can reach a final agreement.

We are aware that the Mediator will ask us to enter into a written agreement with him/her to assist us in resolving our dispute concerning a legal separation or a divorce.

Party: _____
(Please Print Name) (Signature) (Date)

Party: _____
(Please Print Name) (Signature) (Date)

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REQUEST FOR MEDIATION AUTHORIZATION FORMS

PLEASE RETURN THIS TO THE ADDRESS LISTED ABOVE, ATTN: DEB ARRUDA

ONCE RECEIVED, AUTHORIZATION FORMS FOR MEDIATION SERVICES WILL BE SENT TO YOU

Please complete all the items below:

Name of Teacher: _____

Address: _____ City: _____ State: _____ Zip: _____

Social Security Number: _____ - _____ - _____

Home Phone Number: (_____) _____ - _____

School: _____

School Phone Number: (_____) _____ - _____

Date of Birth: ____/____/____

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Name of Spouse: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Home Phone Number: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

School: \_\_\_\_\_

School Phone Number: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

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Name of MEDIATOR: _____

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MEDIATION PARTICIPANT PANEL LIST

**Gary M. Horwitz, esq.
56 Central Square
Chelmsford, MA 01824**

Services:

Full Divorce Mediation, including but not limited to issues involving Support, Custody, Visitation, Distribution of Marital Assets and Distribution of Expenses.

Experience:

Practicing Divorce Attorney since 1989; Law Practice 6 Years; Mediation.