

Domestic Mediation Mentorship

Provided by **Rachel Namba** of **Done Mediation**

Please send certification of completion of Basic and Domestic Mediation Training prior to engagement of mentorship to:

rachelknamba@gmail.com



RACHEL KEI NAMBA

Court-rostered Master Mediator, Domestic Mediation Mentor and Entrepreneur. Multi-business founder and owner. Divorced single mother to 4 children. 4+ years of family law experience as a paralegal, mediator and law firm operations consultant. Mediation style: creative problem solving, direct without affecting self-determination, efficient, and ethical with a focus on children.

EXPERIENCE

CONTRACT COO - LAW FIRM OPERATIONS CONSULTANT, / 2023- Present

Responsible for operations and systems set up of start-up law firms specializing in family law. Train and onboard new employees including attorneys, paralegals and administrative staff. Ensure that the firm is profitable and running efficiently. Involved in hiring, mentoring and HR. Set up systems for workflow, operational protocols and firm culture to affirm and focus on firm values and goals.

MEDIATOR, 3RD DISTRICT COURT CO-PARENTING PROGRAM / 2023-Present

Conducts mediation for Utah Third District Court Co-Parenting Program as an experienced Master Mediator specializing in high conflict custody cases.

PARALEGAL, SMART SCHOFIELD SHORTER P.C. / 2021

Draft, edit and file pleadings, mailings and forms. Administrative duties including: phones, billing, scheduling and correspondence. Independently processed uncontested divorce cases start to finish.

MEDIATOR/TRAINER, UTAH DISPUTE RESOLUTION / 2020—Present

Trains and conducts mediation for Utah Dispute Resolution offering pro bono and discounted domestic mediation services to qualifying low-income individuals.

OWNER & OPERATOR, DONE MEDIATION / 2018—Present

Private mediation practice founder and owner. Specializing in domestic, community and small claims alternative dispute resolution.

OWNER & OPERATOR, SALT CITY LASHES / 2014—Present

Upscale beauty salon founder and manager. Responsible for all operations, hiring, digital/web and print marketing, domestic and foreign product sourcing, interior design, etc. Designed and launched a website in-house and managed SEO and all marketing efforts. Developed professional training program as well as custom retail beauty product line.

OWNER & OPERATOR, EXTENSIONS FOR EYELASHES / 2013–2015

Created an online e-commerce shop selling lash extension products as well as offering local training. Sourced product from manufacturers in China, Korea and India.

EDUCATION

University of Utah — B.A. Sociology

Bachelors in Sociology with a certificate in Criminology, Minor in Classic Civilizations. Dean's List, Vice President of Greek Honor Society, Volunteer for Arts for Youth, Alpha Kappa Delta Honor Society, Golden Key Honor Society.

UTAH VALLEY UNIVERSITY — LPP Program

MEDIATION BACKGROUND

Completed Basic Mediation Training through Utah Dispute Resolution January 2018.

Completed 25+ hours of volunteer mediation at Small Claims Court.

Current Utah Court-rostered Master Domestic Mediator (500+ hours of mediation experience)

Rostered Domestic Mediation Mentor

Member of Utah 3rd District Co-Parenting Mediation Program roster of mediators

Currently working / volunteering as a Rostered Master Domestic Mediator & Mentor for the non-profit Utah Dispute Resolution.

Personal experience in divorce, co-parenting 4 children, and being a working single-mom allows for first-hand perspective of what parenting plans should include and how they work in practice.

In the process of acquiring LPP licensure.

BUSINESS & CIVIC BACKGROUND

Self-funded and started multiple successful businesses.

Served as Board Secretary for Legacy Preparatory Academy.

Intern/Davis County Field Rep. for Mitt Romney 2018 Senate Campaign.

Domestic Mentor Agreement

This agreement dated _____ between Rachel Kei Namba, of Done Mediation in the city of Salt Lake City, in the State of Utah with a telephone number 801-809-7570 and email address rachelknamba@gmail.com (hereafter referred to as the Mentor)

and

_____ of _____ in the city of _____, in the State of Utah with a telephone number _____

and email address _____ (hereafter referred to as the Student)

In consideration of the promises and agreements made herein the Mentor promises to provide Mentoring Services to the Student and the Student promises to pay the fees for the Mentoring Services as follows:

1. MENTORING SERVICES

- a. The parties agree that the mentor will provide the following services for the student;
 - i. To have the Student observe 2 mediations conducted by the Mentor and to have the Mentor provide mentoring advice concerning the mediations.
 - ii. To have the Student co-mediate 2 mediations with the Mentor and to have the Mentor provide mentoring advice concerning mediations.
 - iii. To have the Student conduct 2 mediations with the Mentor present and observing the mediations and to have the Mentor provide mentoring advice concerning mediations.
 - iv. To provide the student a written summary of their skills and weaknesses as a domestic mediator and make recommendations (if appropriate).
 - v. To have the Mentor provide such other services as the parties agree and as set forth out herein as any requested organizational and practice set up consulting needed by the Student during the mentorship and after as agreed in writing.
 - vi. To provide Verification of Completion to the Student which can be filed with the State Court ADR Office to verify the Student has completed the mentoring process required of the Student to qualify to be placed upon the Court Domestic Mediator Roster.

2. COST OF MENTORING SERVICES

- a. The parties agree

- i. That the Student shall pay to the Mentor the sum of \$1500 for the Mentoring Services listed above; or
- ii. That the Student shall make 4 \$400 payments to the Mentor for the Mentoring Services listed above; or
- iii. The Mentor and Student agree to the following payment plan:

3. VERIFICATION OF COMPLETION

- a. The parties agree that upon the completion of the Mentoring Services listed above the Mentor shall provide, in a timely manner or as may otherwise be agreed upon by the Mentor and the Student, Verification of Completion to the State Court ADR office to verify the Student has completed the Mentoring Services.
- b. The parties agree that the Verification of Completion provided by the Mentor, as stated above, shall only represent the completion of the Mentoring Services to satisfy the requirements for being listed on the Utah State Court Domestic Roster. This agreement and the Verification of Completion, should it follow, does not represent nor imply, directly or indirectly, any representation to anyone by the Mentor of the Student's capacity, competence or appropriateness for conducting any mediation in the future. The Student further agrees that they may not refer to these services nor make reference to these services, the Mentor or the Verification of Completion in any advertising of services nor to make reference to them in any promotions for providing mediation services.
- c. The Student agrees that in the event any action is taken by future client's of the Student or others against the Mentor in regard to the Student's conduct, the Student shall hold harmless and shall indemnify the Mentor wholly from any claims, actions or proceedings of any nature that may or are commenced, including any costs the Mentor may have to incur to defend themselves or protect their reputation including any and all legal fees, costs and disbursements or other costs associated with any proceedings deemed necessary by the Mentor or their legal counsel to properly and completely defend or protect the Mentor.

4. MEDIATION ROLES

- a. The parties agree that in providing the services contemplated in this agreement the Student's role is always subordinate to the Mentor. The Mentor has complete and absolute discretion over the conduct of any mediation conducted under the terms of this agreement, including the right to intercede, take over, terminate,

limit or postpone the activities of the Student or otherwise manage any mediation at any stage of the mediation process.

- b. The Student agrees to immediately acquiesce to or step down from any actions undertaken or processes engaged in by the Student in any mediation at the direction of the Mentor.

5. CONFIDENTIALITY

- a. The Student and Mentor agree that either party may withdraw or terminate this agreement at any time, with or without cause, upon notice in writing to the other party.
- b. Should any party choose to withdraw from or terminate the agreement then the fees paid or to be paid shall be prorated as follows:
 - i. For payments made in full, no more than half of the payment will be eligible for return to the Student.
 - ii. For hourly payments there will be no return of fee to the Student.
 - iii. For payment plans, it will be as agreed in the terms of the payment plan.

6. CONFLICT OF INTEREST

- a. Prior to engaging in any mediation covered under this agreement, the Student agrees to provide to the Mentor and to engage in due diligence to search to determine if there is any conflict of interest between the Student and the parties as contemplated by the ethical rules of conduct for mediators. The Student further agrees to advise the Mentor of any such conflict or potential conflict in a timely manner.

7. FEEDBACK

- a. The Mentor agrees that as part of the services provided to the Student that the Mentor will provide an appropriate amount of time before and/or after each mediation session to give the Student guidance, direction, advice, criticism and general feedback to assist, encourage and develop the Student's mediation skill in domestic mediation.
- b. The Mentor will provide to the Student a final written summary. This summary will outline the Student's strengths and weaknesses as a domestic mediator as well as include suggestions for the Student on next steps.

8. SIGNATURES

Signed

_____, Mentor _____ date

_____, Student _____ date