

## **CONFIDENTIALITY AND MEDIATION AGREEMENT**

### **I. Mediation Process**

Mediation is a voluntary process where we may come together and communicate openly in an effort to resolve issues.

Typically, a series of meetings is held until we reach resolution on the issues. Usually, but not always, these meetings are held with both parents together. When a parent meets individually with the mediator the content of the private meeting is also kept confidential, unless the parent agrees otherwise.

### **II. Role of Mediator**

The mediator is a neutral, impartial facilitator of discussions. The mediator will help us identify issues we wish to mediate, discuss our needs and interests, understand what information we need in order to generate ideas, consider our options and reach agreements. The mediator may raise questions for us to consider such as a child's needs or the feasibility of proposed plans. The mediator is not a decision-maker, nor an evaluator, and does not provide counseling nor give legal advice.

The mediator will help us put our agreements into writing. We are encouraged to seek independent legal advice regarding any written agreements that may result from this mediation process.

### **III. Confidentiality**

By signing this agreement, the mediator, the parents and other participants promise not to disclose to anyone outside of this mediation anything discussed, conduct, notes or other products of this mediation unless we all agree beforehand in writing to such disclosure. This promise to keep discussions confidential means not repeating them outside the mediation session, except that we may discuss them with our attorneys. No recording may be made of this mediation.

By signing this agreement, I promise not to subpoena the mediator or any of the participants in this mediation to testify about anything discussed, any conduct, or anything written in mediation. By signing this agreement I promise not to subpoena any records or documentation of the mediator.

Any tentative agreements we reach in mediation may be documented in writing, and those tentative agreements will remain confidential until we agree to and sign them. After agreements are signed, they may be released to the court. Upon release to the court they are subject to review by the court and may become part of a permanent court record or court order.

This Confidentiality and Mediation Agreement itself is not confidential.

The confidentiality described in this agreement may be limited by statute, case law or court rule. The mediator is required to break confidentiality in certain cases including:

- (1) reporting allegations of abuse or neglect of a child to the Office of Children's Services;
- (2) reporting allegations of threat or harm to a frail or vulnerable adult to the adult or to a social welfare or law enforcement agency;
- (3) reporting specific threats of harm to oneself or to an identified third party to the third party, to law enforcement or to a social welfare agency.

**IV. Focus and Cost of Mediation**

The focus of mediation is to create a co-parenting plan for our child(ren). There is no charge for the services of the mediator unless it takes more than 10 hours of the mediator's time (includes preparing for and coordinating mediation, meeting individually with us as well as in joint sessions, and preparing any written agreements). We are responsible to pay for the services of the mediator beyond 10 hours (at the mediator's hourly rate in this program). We are also responsible to pay the mediator (at the mediator's hourly rate in this program) if we wish to mediate the division of our property, assets and debts.

I understand that mediation is a voluntary process and I may stop participating at any time. The mediator has an ethical duty to withdraw from mediation if it is not productive. In addition, a mediator may choose to withdraw if any participant breaks this agreement.

By signing below I acknowledge that the mediator has reviewed this agreement with me, that I have had a chance to discuss it with my attorney if I choose to do so, and that I agree with all its terms.

\_\_\_\_\_

MOTHER

\_\_\_\_\_

DATE

\_\_\_\_\_

FATHER

\_\_\_\_\_

DATE

\_\_\_\_\_

MEDIATOR

\_\_\_\_\_

DATE