

CONFIDENTIALITY AND MEDIATION AGREEMENT

Mediation is a voluntary process where parties may come together and communicate freely in an effort to resolve issues. An agreement to keep confidential all that is discussed in mediation as well as any notes or other products from it helps create an atmosphere where we may talk openly.

I. Confidentiality

By signing this agreement, the mediator, the parties and other participants promise not to disclose to anyone outside of this mediation anything discussed, any notes or other product of this mediation unless we all agree beforehand and in writing to such disclosure. This promise to keep discussions confidential means not repeating them outside the mediation session, except that parties and participants may discuss the case with their attorneys. No recording may be made of this mediation. In addition to the confidentiality outlined in this agreement, court rules also may provide for confidentiality of mediation sessions.

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

I agree that any tentative agreements we reach in mediation may be documented in writing, but that any such tentative agreements will remain confidential until all relevant parties and participants agree to and sign them. After agreements are signed, they may be released to the court. Upon release to the court, agreements may be subject to review by the court and may become part of a permanent court record. Parties are encouraged to seek independent legal advice regarding any written agreements that may result from this mediation process.

I also agree that the confidentiality described in this agreement and any relevant court rules may be limited by statute or law. Mediators and other participants may in some circumstances be required to break confidentiality, possibly including: (1) reporting allegations of abuse or neglect of a child to Office of Children's Services (unless they are the same allegations that are part of the current CINA case being mediated); (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. Other limits on confidentiality may exist in addition to these.

II. Role of Mediator

I understand that the mediator is not a decision-maker, nor an evaluator, and does not provide counseling. 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 reach agreements, and generate ideas and options for solutions. The mediator may raise questions for the parties to consider such as safety, health and welfare of the child, tribal interests, or feasibility of proposed settlements.

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 have chosen to do so, and that I agree with all its terms. I also understand that mediation is a voluntary process and I may stop participating at any time.

NAME AND RELATIONSHIP TO CHILD

DATE

CASE NUMBER