
RULES OF MEDIATION

Legal Counsel and Legal Advice

The Mediator is not acting as an attorney and will not, under any circumstances, give legal advice to either party. Both parties are expected to seek their own legal counsel at any time during the mediation process.

The Mediator may give legal information to both parties as may be necessary for the parties to make informed decisions.

Each of the parties is **expected** to seek the advice of independent and separate legal counsel at any time during the mediation process with regard to their individual legal interests, rights and responsibilities.

On behalf of the parties, and at their expense, the Mediator may ask an attorney to provide a legal opinion during mediation; the attorney providing the expert opinion will not be responsible for any results that may occur from the parties acting upon that opinion; the attorney will not be representing either party; and that attorney, because of a conflict of interest, will not be able to represent either party in the divorce action.

The parties agree that no legal action of any kind will be taken by either of them during the course of mediation, except with the express agreement of the other party and the Mediator. Further, if either or both parties have retained counsel prior to mediation, they shall be obligated to direct their attorney *in writing* that no action is to be taken on their case while the matter is in mediation.

Communications with the Mediator

To confirm attendance at the mediation, each party will call the Mediator at least forty-eight hours prior to the first session. During that conversation each party will be screened by the Mediator to briefly outline the issues and to express any concerns about the mediation and/or the other party. The Mediator will limit the amount of time spent talking with each party and remain neutral through the process. The purpose of the intake screening is to allow the Mediator to assess the appropriateness of mediation and how best to help the parties resolve their dispute(s). Other than the initial intake screening, the parties will not communicate or meet with the Mediator except in the presence of each other during a mediation session unless the parties expressly agree beforehand that such communication may be helpful and appropriate to the purpose of reaching agreement.

Third Party Involvement

Mediation is a confidential process. No participant may disclose, without consent, any confidential information acquired during mediation with friends, relatives or others. All records, reports, or other documents received by a Mediator while serving in that capacity shall be confidential. However, participants are expected to consult with legal counsel at any time and they may consult with mental health professionals or clergy as they may find helpful.

Full Disclosure

Each party shall fully and completely disclose in good faith to the other party and the Mediator all information and writings, such as financial statements, income tax returns, pension and/or profit sharing plans, or any other documentation.

If financial or business matters are at issue, the preparation of budgets and financial statements by each party is an essential part of the mediation process. If either party shall fail or refuse to prepare those documents adequately, the Mediator shall have the duty to suspend or, if required, terminate the mediation process.

Transfers of Property During Mediation

During the mediation process neither person shall transfer, encumber, conceal, sell or in any other way dispose of any tangible or intangible property except in the usual course of business or for the necessities of life. In addition, transfers by either party outside regular monthly expenses shall be disclosed prior to expenditure.

Confidentiality of the Mediation Process

Contents of your file and all information about you, even your identity, will not be disclosed by any person in this office without prior consent of both of you or unless compelled by law.

Any statements made or notes taken by either party or the Mediator in the mediation process will not be admissible in court; the Mediator shall not be subpoenaed to testify in any legal proceeding concerning the matter in mediation, even with the consent of both parties.

There shall be no stenographic or electronic record of the mediation process.

All information confided by the parties to the Mediator will be held in confidence unless the Mediator is specifically authorized to disclose the confidence to the other party **EXCEPT** for the following: a) allegations of abuse committed against any minor or elderly persons; and b) the future threat of death or serious bodily injury by a party to another person.

Cancellation and Fee Policy Statement

To avoid paying an hourly fee, Mediator requires advance notification (at least 24 hours) for the cancellation of a previously scheduled appointment. Appointments that are not canceled at least 24 hours in advance will be assessed \$150 per mediation session hour. In turn, Mediator will provide the same minimum 24 hour advance notice of cancellation. The exception to the cancellation charges would relate to any unforeseen medical emergency or other emergency that may arise.

The party initiating cancellation shall notify all parties involved and therefore, will also be responsible for the entire fee if notification is not received at least 24 hours in advance.