

Case Number _____

Caption: _____

**COLUMBIA JUDICIAL CIRCUIT
GUIDELINES FOR MEDIATION
SUPERIOR, PROBATE COURTS**

Mediation is a non-adversarial process, which is most effective if the parties involve work within the following guidelines:

1. The parties understand that the purpose of the mediation is to attempt to find a mutually acceptable resolution of the dispute through cooperative attempts to solve the problems, which presently separate them. To achieve a mutually acceptable resolution, the mediator, the parties and their counsel will work to ensure that each party understands the facts asserted and the contentions of all parties.
2. For mediation to be successful, open and honest communication, negotiations and statements are essential. By signing this agreement, the parties agree to make complete and accurate disclosure of all matters relevant to the process of settlement. This includes providing each party and the mediator with all relevant information, which would be available in the discovery process in a legal proceeding. If a party deliberately withholds information or supplies false information relevant to the settlement, then the agreement reached in mediation may be set aside.
3. Information gathered in the mediation process is confidential and privileged. All such communication by the parties shall be treated as strictly confidential by the mediator and the parties. The mediator will not disclose any information learned during the mediation without the express permission of the parties. Confidential matters disclosed in a private meeting or caucus with one party will not be divulged to the other party without the consent of the party making the disclosure.
4. In order to maintain confidentiality, the parties, by this agreement, agree not to call the mediator or any member of the mediation staff or court designee to testify as a witness at any proceeding nor to subpoena or otherwise seek discovery of any written materials in his/her/their possession developed for or in the course of this mediation. To the extent that the law permits such discovery from the mediator, the mediation staff or court designee, the parties hereby waive their rights thereto.
5. Nothing in this agreement shall be construed to prevent or excuse the mediator from reporting such crimes, imminent threats of bodily injury or abuse to a child or a party, or such other matters as to which the law imposes a duty to report.
6. Confidentiality does not extend to a situation in which: (a) there are threats of imminent violence to self or others; or (b) the mediator believes that a child is abused or that the safety of any party or third person is in danger.
7. It is expressly understood by the parties that the mediator does not offer legal or financial advice in this mediation and is not functioning as an attorney whether or not the mediator is in fact an attorney. In this mediation, the mediator's role is to aid the parties in seeking a fair agreement in accordance with their respective interests. The construction of a proposed agreement and any question of law should be referred by the parties to their own legal counsel. All parties are encouraged to have an independent attorney look over any completed agreements. A completed stipulation/agreement form will incorporate all issues agreed upon. The mediator is available to clarify the content of the stipulation/agreement to your attorneys, if necessary.
8. By signing this agreement, all parties acknowledge they are under court order from the Columbia County (Superior) (Probate) Court, to mediate. All agree to participate in good faith, in each scheduled mediation session. All parties agree to work toward resolution of

the issues. Should it be impossible, however, to reach an agreement through mediation, I understand that my case will then proceed in a regular fashion through the court process.

9. I understand that payment of the mediation shall be made at the time services are rendered at the rate of \$_____ per hour, split evenly between the parties or as agreed to between the parties and the mediator. There will be no charge to parties in cases in which either party is determined to be indigent, in cases where parties are unable to agree on the selection of the mediator and one is appointed for them or in such cases whereas the referring judge determines that fees should be waived. In these cases, the fees will be determined by the Court based on the complexity of the litigation, degree of skill necessary to mediate the case, and ability of the parties to pay.

10. I understand by my participation in this mediation, I am affirming that I have the capacity to conduct good-faith negotiations and to make decisions for myself including a decision to terminate the mediation if necessary.

I have read (or been read) and understand the above guidelines form mediation. I understand the mediator, mediation staff, or the court designee cannot and will not provide legal or financial advice. I understand that I have been directed and encouraged to seek independent legal advice. I further understand that by signing this agreement I am agreeing to mediate in good faith and that I am under court order to do so. I am also agreeing that I will not subpoena the mediator, mediation staff, or court designee to testify in court in any subsequent court action and I will not subpoena any documents resulting from this mediation. I also agree that I will not hold the Columbia Judicial Circuit Alternative Dispute Resolution Office, its program coordinator, or the mediator liable for the results of the mediation.

Signature

Date

Party/Counsel*

Date

*Signature of counsel is only necessary if counsel is present.

Revised 9/21/2021