

MEDIATION GUIDELINES

PURPOSE:

The purpose of these guidelines is to assist you in peaceably settling the conflicts and issues submitted for mediation. An important goal for a successful mediation is reaching a workable and fair agreement. It is up to you to determine how to resolve your conflict.

1. AGREEMENT TO MEDIATE

These guidelines are a part of the Agreement to mediate to be signed by you when you decide to mediate your dispute with Robert C. Ketcham, as the mediator for *Ketcham Mediation Services*.

2. COOPERATION AND RESPECT

Parties in mediation at *Ketcham Mediation Services* adopt the following statements of principle regarding mediation:

(a) The parties have chosen to mediate their disputes in a spirit of cooperation. The parties agree to use their best efforts to work together fairly and in good faith. Both parties will strive to communicate without assessing blame or fault.

(b) The parties agree to use their best efforts to maintain an atmosphere of respect while in the mediation sessions and refrain from inappropriate behavior such as profanity, blaming or foul language.

3. ROLE OF THE MEDIATOR--IMPARTIALITY

(a) The mediator will act as an impartial facilitator and will not make decisions for you. The mediator may explore various options and suggestions, but will not give you advice on any issues.

(b) Mediation generally works best when the mediator works directly with the parties to facilitate their communication during a regularly scheduled mediation session. Sometimes, the mediator will meet with parties separately, and the focus of these

individual conversations will be to further the communication and/or clarify issues between the parties.

(c) If the parties feel the urgent need to talk with the mediator outside of a regularly scheduled session, they must understand that the mediator may share whatever information they receive with the other party.

(d) Each party agrees not to mail, e-mail or fax materials to the mediator unless specifically requested to do so.

4. TERMINATION

(a) Since this mediation is a voluntary process, the parties may terminate at any time.

(b) The mediator will interpret and apply these guidelines. If the mediator determines that either party is not participating in good faith, or if either party is unable to negotiate in his or her own behalf, the mediator reserves the right to postpone or terminate mediation.

5. LEGAL PROCEEDINGS AND REPRESENTATION

(a) Each party agrees not to initiate or continue formal legal proceedings against the other party while mediation is in progress. However, if either party believes he/she is in physical danger and involves the court in seeking protection, such action will not by itself constitute a prohibition against continuing the mediation.

(b) Each party understands that Robert C. Ketcham will be acting as a mediator and not as an attorney for either party. Should either party wish legal consultation at any time or a review of any drafted agreements, the parties acknowledge that they have been advised to consult with their individual attorneys? There is no need to inform the mediator or the other party of the consultation.

6. CONFIDENTIALITY OF MEDIATION

By undertaking to mediate under these guidelines, *Ketcham Mediation Services* and each party agrees as follows, that:

(a) All information shared in the mediation sessions is strictly confidential. Each party may, however, discuss issues brought up in mediation with other professionals with whom he/she has a confidential relationship, such as an attorney or psychotherapist.

(b) he/she will not seek to compel the appearance of either of the mediators as witness to any court proceedings, by subpoena or any other means.

(c) he/she will not require production of any of the mediators' records, if any issues discussed in mediation ever become part of litigation proceedings.

(d) he/she will not seek to compel production of any memorandum prepared after any mediation sessions for any court or other legal proceedings.

(e) he/she will not submit any settlement offers made during mediation into court as evidence in any possible later legal proceedings.

7. FULL DISCLOSURE

(a) Mediation is based on honesty and openness on the part of both parties.

(b) Each party agrees to disclose to the other party all necessary and pertinent information regarding finances and/or other issues discussed in mediation. *Later discovery of any failure to fully disclose relevant financial information can result in voiding agreements made in mediation.*

8. TRANSFER OF PROPERTY DURING MEDIATION

Neither party will transfer, encumber, conceal or in any other way dispose of any *marital or jointly owned* real or personal property except in the normal course of business, or for the necessities of life. Any such transfer by either party affecting 10% or more of the *marital or jointly owned* assets will require prior mutual agreement.

9. USE OF EXPERTS and/or ADDITIONAL PARTIES

(a) Where specialized information is needed, the mediator will ask each party to consult with other professionals such as accountants, therapists, or attorneys. If you wish, the mediator can provide names of such professionals.

(b) An expert with information relevant to both parties may participate in the mediation session if both the parties and the mediator agree.

(c) Children may participate in mediation sessions if the mediator and the parents all agree that including the children is a good idea.

(d) The use of an attorney or other outside expert during mediation should not be understood as terminating mediation. Either party may consult with their attorney or any other professional at any time.

10. AGREEMENT AND MEMORANDUMS

(a) After each session, the mediator will draft a memorandum of the last mediation which they will provide to the parties before the start of the next mediation.

(b) At the conclusion of the mediation process, the mediator will, upon request, draft a detailed interim or final separation agreement recording all the decisions that the parties have made in mediation. The mediator makes no representation that any agreement reached through mediation will resemble the result from a contested trial.

(c) Each party agrees that the memorandum(s) will be treated with the same strict confidence as any statements during the mediation process. Each party agrees that he/she will not submit the confidential memorandums into court as proof of any settlement offers.

(d) Each party agrees that either party may show confidential memorandum(s) and/or agreements to attorneys.

11. FAIRNESS

(a) *Both parties agree to directly notify the mediators if they have any questions about fairness involving any aspect of the mediation as it occurs.* Ketcham Mediation Services is dedicated to creating an environment conducive to open discussions about the parties' conflicts and invites the parties to alert it to anything that is interfering with this mediation goal.

(b) Ketcham Mediation Services believes in this process and will use its abilities to help the parties design a fair and reasonable agreement which resolves their issues of conflict to the best of its ability. The mediator, however, cannot guarantee the success of any mediated agreement.

12. APPOINTMENTS AND FEES

(a) Mediation sessions are usually conducted once every two weeks, but may be conducted more or less often as mutually agreed. Sessions are normally two hours in length.

(b) *At Ketcham Mediation Services, we charge by the hour for mediation, with payment due at the beginning of each session. There is no charge for the memorandum drafted after each session. The fee is \$250 per hour. An additional fee of \$300 is charged for writing an interim agreement. If the clients prefer that their attorneys*

participate in the mediation session, an additional fee of \$50 per hour is charged for each attorney. A fee of \$250 per hour is charged to draft a final separation agreement, which includes all final edits.

By accepting the terms of this agreement, each party agrees to pay his/her share of the mediation fee.

(c) The parties may telephone the mediator to change appointment times when necessary.

(d) If circumstances arise where the parties must cancel a scheduled session, it is requested that the canceling party give the mediator at least 24 hours notice.