

# ***FAMILIES IN TRANSITION, INC.***

## **AGREEMENT TO MEDIATE**

*Families In Transition, Inc.* is pleased to assist you in mediating your (DIVORCE / PARENTING / POST-DECREE VISITATION CONCERNS). The following information is provided to ensure all parties understand the mediation process, and to maximize the likelihood of a positive and successful experience.

- ***Mediation Process***

Mediation is not the practice of law, psychotherapy, or counseling. It is the distinct practice of alternative dispute resolution. Mediators do not offer legal advice, investigate allegations, or decide what the parties “should” do. Mediators are neutral professionals who will assist the parties in reaching a settlement and will complete any resulting documents under the instruction of the parties.

- ***Mediator Role***

The mediator will remain neutral and impartial, assisting the parties in exploring the possibility of a mutually agreeable resolution of their conflict or dispute.

- ***Good Faith Effort***

Parties in the mediation process agree to make a good faith effort to resolve their conflict, which means to make an honest endeavor to participate in communications or conferences with the other party with the purpose of reaching a mutually acceptable settlement.

- ***Voluntary Process***

Participation in mediation is voluntary, and the parties have the right to withdraw at any time.

- ***Mediator Confidentiality***

FIT and its mediators consider all mediations to be strictly confidential. Mediators will not disclose any information, either written or orally communicated, outside of FIT, without the written consent of both parties. If both parties agree, the mediator will prepare a Memorandum of Understanding upon completion of the mediation, which will summarize the agreements reached by the parties.

➤ ***Exceptions to Confidentiality***

The parties understand there are exceptions to confidentiality. They include but are not limited to:

1. If the mediator becomes aware of or is concerned about the threat of “serious imminent harm” to anyone inside or outside the mediation, he/she may report that information to the proper authorities.
2. If the mediator becomes aware of suspected child abuse or elder abuse, he/she has a professional mandatory reporting responsibility that legally requires the mediator to report specific information to the proper authorities (e.g. DCFS).

▪ ***Settlement Authority***

Parties come to the mediation process with the authority to reach an agreement and settle their dispute.

▪ ***Legal Counsel***

The parties may consult legal counsel any time during the mediation process. The mediator has no duty to protect the interests of the parties or to provide them with information about their legal rights. **If you have any questions about your legal rights, you should consult with your attorney or contact an attorney before signing an agreement.**

▪ ***Termination of Mediation***

I understand that mediation may be terminated by any participant or by the mediator at any time during the mediation process. The mediation process is terminated when: a) the parties reach a settlement agreement; b) the mediator determines that further efforts at mediation are no longer likely to achieve a settlement; c) one or both parties withdraw from the mediation.

▪ ***Subpoenas to testify***

The parties agree not to subpoena or demand the production of any records, notes, work products, or the like, of the mediator in any legal, civil, administrative or arbitration proceedings concerning this dispute. The parties agree that the mediator shall not be called as a witness in any subsequent proceedings in any regard.

▪ ***Exclusion of Liability***

I understand and hereby agree to release the mediator and Families In Transition, Inc., including its staff and agents, from any and all claims, actions or proceedings concerning the case as it relates to the mediation process.

