

Office of Dispute Resolution

Conasauga Judicial Circuit

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GUIDELINES FOR DOMESTIC CASE MEDIATION

CASE #: _____ - CI - _____ **COUNTY (circle one):** Murray / Whitfield
_____ vs. _____

Mediation is a non-adversarial process which is most effective if the parties involved agree to work within the following guidelines:

1. Leave fault and blame aside. Accusations only hinder the process and are not relevant to the issues to be discussed in mediation. Mediation differs from litigation in that the parties, with the assistance of the mediator, reach their own agreement. The mediator will not make decisions for the parties. The mediator will lead the negotiations in assisting the parties to reach a decision which is acceptable to both.
2. Accept responsibility for yourself. State what you want and need. Include your intent, reasons and feelings. This helps facilitate the process.
3. The mediator is not acting in the capacity of an attorney and does not offer legal advice. Both parties should have their own, independent attorney look over any finalized agreements prior to signing any papers. Both parties are also responsible to have their own accountant or tax advisor look over tax ramifications of agreements reached. A Memorandum Of Understanding will incorporate all issues agreed upon. The mediator is available to clarify the content of the Memorandum Of Understanding to your attorney, if necessary.
4. Communications with the mediator regarding issues under negotiation must be in the presence of both parties. Content of any telephone conversations with either party must be shared with both parties during the next session. Telephone calls to the mediator should be only for clarification of next appointment time or for information needed for the next appointment. There may be times when the mediator feels a "caucus" is needed. This is when the mediator will meet with each party separately for an equal amount of time for clarification issues. The caucus is the only time during the mediation process that information could be confidential; unless the information is substantive to the divorce. Information will not be shared unless permission of that party is obtained.
5. By signing this agreement, each of you is affirming that you will fully disclose all assets and liabilities. Should either party fail to do so, the document's validity could be questioned by the other party. You are further affirming that neither will transfer nor dispose of any real or personal property during the mediation process without the consent of the other party.

6. Information gathered in the mediation process is confidential and privileged. However, 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. The mediator will not willingly testify for or against either party involved should either party end the mediation process and litigate the domestics matter in court. By signing this agreement both parties agree not to subpoena the mediator or any Court Administrator's Office staff to testify in any subsequent court actions.
7. By signing this agreement, all parties acknowledge they are under court order from the Superior Court of the county indicated above, to mediate. All agree to participate, in good faith, in each scheduled mediation session. All agree to work toward resolution of the issues.
8. I understand that according ADR rules I shall be responsible for all mediator fees for this and any subsequent mediation. I also understand that the referring judge may choose to not enter a final order in my case until such payments have been fully made, or other approved payment arrangements are in place.
9. Mediation sessions must be canceled forty-eight (48) hours in advance. If this is not done the parties may be charged up to the full cost of the canceled session.

I have read (or had read to me) and understand the above guidelines for mediation. I state that I am in agreement that if a divorce, the marriage which is the subject matter of this mediation is to be dissolved. I understand that neither the mediator nor Court Administrator's Office staff shall provide legal or financial advice. I understand that I have been directed and encouraged to seek independent legal advice if not already obtained. 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 or Court Administrator's Office staff to testify in court in any subsequent court action. Likewise, I will not subpoena any documents resulting from this mediation.

Plaintiff's Signature

Date

Plaintiff's Counsel (only if present)

Date

Defendant's Signature

Date

Defendant's Signature (only if present)

Date