

_____ COUNTY JUVENILE COURT
DEPENDENT/DELINQUENT MEDIATION
AGREEMENT TO MEDIATE/WAIVER OF TIME LIMITS

Court File # _____ Date: _____

Process of Mediation:

- 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 negotiations in assisting the parties to reach a decision which is acceptable to all. The mediator will not make decisions about "right" or "wrong" or tell the parties what to do.
- **I understand that the mediator is neutral and here to help facilitate discussions today.**
- There may be times when the mediator feels that a "caucus" is needed. This is when the mediator will meet with each party separately for further understanding of issues. Information obtained in a caucus is confidential unless the party in the caucus wants the information shared with the other parties.

Waiver of Time Limits:

- I understand that this case has been referred to the _____ County Juvenile Court Mediation program in lieu of a formal hearing before a Judge. Participation in a mediation conference requires a waiver of the time limits in which my case has to be heard and a waiver of time limits in which legal documents (such as a petition) must be filed.
- No party gives up their right to due process under the law if we do not reach an agreement. While all parties intend to continue with mediation until a settlement agreement is reached it is understood that any or all parties may withdraw from mediation at any time.

Confidentiality:

- I agree to keep all statements made during the mediation confidential and that I cannot use any statements heard today in any future court proceeding.
- I agree not to subpoena the mediator(s) nor any agents or employees of the mediation program or the _____ County Juvenile Court regarding the mediation conference(s), in the event that there is further court action following the mediation efforts. Likewise, I will not subpoena any documents resulting from this mediation. I also agree I will not hold the mediator(s), the mediation program or the _____ County Juvenile Court liable for the results of the mediation.

Exceptions to Confidentiality:

- I understand any new information and/or statements made about the neglect or abuse of a child that is not in the petition or complaint is NOT confidential. Some professionals and the mediator(s) will be required to report this information to the proper authorities.
- I also understand that the mediator(s), the mediation program or the _____ County Juvenile Court may reveal information if the safety of any person is in jeopardy, or there are threats of imminent violence to other people of myself.

Voluntariness:

- Even though I am required to attend mediation, I am not required to reach an agreement.

- The mediation may be stopped by any party at any time during the process. If the mediation is stopped, a hearing will be held on the case.
- The mediator(s) may stop the mediation if they believe an agreement cannot be reached.
- The mediator shall terminate a mediation when the mediator concludes that (1) the participants are unable or willing to participate meaningfully in the process, (2) a party lacks the capacity to understand and assert his or her own interests to the degree that a fair agreement cannot be reached; (3) an agreement is unlikely, or (4) a party is a danger to her/himself or others.

Review of Documents/Agreement:

- The mediator is not acting in the capacity of an attorney and does not offer legal or financial advice. All parties are encouraged to have an independent attorney look over any agreements within (3) three days and no later than _____ (date) prior to signing any papers, if needed.
- It is understood that for those parties that are not represented by counsel at the beginning of the mediation session acknowledge that they wave their right to counsel for this mediation proceeding.
- I understand that I have a right to have my attorney present during the mediation or may consult with an attorney at any time. I also understand that if I need financial advice, I have the right to seek it from a qualified professional. Further, I understand that I cannot rely upon the mediator(s), the mediation program or the _____ County Juvenile Court for legal or financial advice.
- I understand that if an agreement is reached in mediation it will be submitted to a Judge for approval to be incorporated in to a court order. Further, I understand that if an agreement is not reached in mediation or if the Judge does not accept the mediation agreement, a court hearing will be held.

Delinquency Cases: If an agreement is reached, the cases may be held open for ninety (90) days by the Juvenile Court.

Dependency Cases: If an agreement is reached, the parties understand that this matter may continue through the permanency planning process.

Capacity (Ability):

- By participating in this mediation I affirm that I have the capacity to conduct good-faith negotiations and to make decision for myself, including a decision to terminate the mediation if necessary.

The parties acknowledge that the case is being mediated to address the following controversies:

_____. There may be additional issues/controversies identified in an agreement reached during the mediation session.

SIGNATURES