

MEDIATION CONFIDENTIALITY AGREEMENT AND MEMORANDUM OF UNDERSTANDING

Voluntary Participation: Mediation is a consensual process. You may discontinue Mediation at any time. It is recommended that any dissatisfaction with the Mediation process be discussed as soon as it may arise, so that we may attempt to resolve problems, where possible, as quickly as possible. Mediation has often been found to be the best solution for all parties involved when a genuine effort is made by each person involved.

Mediator's Role: The Mediator is an impartial facilitator without authority to impose a resolution or adjudicate any aspect of this dispute. By remaining impartial and neutral, I will encourage you to identify what issues need to be resolved, exchange information, generate options or alternative solutions, and fairly negotiate and problem solve with one another. As you know, I am a mental health professional trained in Family Law and Mediation procedures and you also understand that as a Mediator, I will not provide psychological counseling or any type of evaluation. Should you feel there is a need for such psychological services, you agree to seek professional help from someone other than me.

Confidentiality: You agree that;

- 1) all communications in Mediation are confidential and inadmissible in any subsequent judicial proceeding except where disclosure is permitted by law, mutually agreed to by all Mediation participants, or otherwise provided in this agreement to mediate
- 2) **any Mediation communications concerning child abuse and neglect; abuse, neglect or exploitation of a disabled adult or elderly person; or serious threatened harm may be disclosed to the appropriate authorities or potential victims, if any, and**
- 3) any commission of a crime or fraud or as part of a plan to commit a crime or a fraud or any other matters as may be required by law.
- 4) a signed Mediation agreement is not confidential and is admissible in any judicial proceeding. You further understand that I am a Florida Supreme Court Certified Family Mediator and that the Florida Mediation Confidentiality and Privilege Act (F.S.44.401-44.406) applies to a Mediation conducted by a Florida Supreme Court Certified Mediator unless the parties to the Mediation expressly agree otherwise.

You agree not to call me as a witness in any litigation or legal proceeding nor request or use any of my records or documents for the purpose of litigation. Should anyone signing this agreement to mediate seek to compel me to provide information in a court proceeding or elsewhere, you agree that person will compensate me, at my normal hourly rate, for any and all time expended in response to the request for release of information plus the cost of all legal services which I employ to defend the confidentiality of this Mediation. If requested by the Court, in cases of Court-ordered Mediation, you only authorize me to report to the court the parties who attended Mediation and whether an agreement was reached. You agree to permit me to confer with your attorneys if and when an attorney has been retained.

Independent Legal Counsel: Each of you has the right to retain separate attorneys of your own choice to advise you of your legal rights and responsibilities prior to signing any Mediation Settlement Agreement. You are encouraged to talk openly with your attorney, if you have

retained the services of an attorney, throughout the entire Mediation process. If you wish, your attorneys may participate in Mediation conferences. You understand that as a Mediator, I will not provide legal services or give legal advice.

Separate Sessions: During Mediation, I may request to meet separately with one or more persons while others are not present. All discussions will be considered confidential (to the extent provided in this agreement and by the applicable laws and rules) within that session, and I will not disclose these communications to others absent from the separate session without the permission of those present during the separate session.

Safety: You agree that if there has been any violence or abuse in your relationship, which may limit your ability to effectively participate in Mediation or raise any safety concerns, you will report this to me immediately. You may inform me either directly during a Mediation session, or confidentially in a private session or by telephone. If this issue arises, we will then discuss whether Mediation can proceed and develop an appropriate plan of action. You also agree to notify your respective attorneys of any concerns you may have in this regard.

Full Disclosure: Each of you pledges to fully disclose all relevant information. If you have any reason to doubt the honesty or accuracy of the other's disclosure of any relevant information, it is agreed that you will inform me as well as your attorney, if one has been retained, as soon as possible.

Guidelines: For cases involving child support, Florida law provides specific guidelines for determining child support obligations. While there can be some variation in calculating these amounts, you each agree to verify these calculations with your respective attorneys, if attorneys have been retained in this matter. Should either of you find that these calculations are not correct, you agree to make this known to the Mediator and to one another, as soon as the discrepancy arises.

Written Summary: You will be the decision-makers in this matter. You will determine what you believe is a fair and satisfactory resolution. If you reach an agreement, I will prepare a Mediation Agreement for you to sign. If you are represented by legal counsel, and it is requested by your attorneys, I will prepare a summary to be reviewed by them. You each agree that any final negotiated settlement will only be agreed to voluntarily after you consulting with your attorney, if so retained in this matter. You also agree that the Mediator will not be held liable in any way for the terms of any final agreement. You understand that you are not bound to agree with any options or alternatives that may be offered to you during Mediation. You also understand that the Mediator has no decision-making authority to decide or rule on any aspect of your agreement.

I fully understand this letter and agree that it accurately reflects my agreement to mediate.

Please sign and return to prior to your scheduled Mediation.

Kathy Leggett
Certified Family & Dependency Law Mediator
Parenting Coordinator/Facilitator
Mediation & Counseling Consultants, inc.
5110 South Florida Avenue – Suite 112
Lakeland, Florida 33813
863-594-1113

Dated: _____

Attorney for Wife

Dated: _____

Wife

Dated: _____

Attorney for Husband

Dated: _____

Husband

Dated: _____

