

Mediation Guidelines

1. We understand the purpose of mediation is to resolve disputes about minor children and the Mediator will act as an impartial third party. We understand final agreements will be determined by the participants and not the Mediator. We agree to actively participate in the search for fair and workable options.
2. We agree to a limited waiver for mediation of any Domestic Abuse Injunction/Restraining Order/No Contact Order. The specific and limited purpose of attending mediation sessions held in the office of Rock County Mediation and Family Court Services is pursuant to the Court Order for mediation to address issues related to legal custody and/or physical placement of the minor child (ren). We understand the injunction at all other times and all other respects remains in force, including CHIPS determinations.
3. While in mediation, we agree to treat each other with respect and make a good faith effort to eliminate destructive communication patterns such as personal attacks, name-calling, threats or intimidating behaviors. We agree to make a commitment to create and maintain a safe, productive working relationship free from physical contact or verbal abuse in mediation and in our ongoing relationship. We agree to listen to one another, without interruption, and try to understand each other's point of view.
4. We understand the law prohibits discussion of property and financial issues, including child support, unless they cannot be separated from decisions about periods of physical placement and/or legal custody. We understand we should discuss financial implications of any agreement with independent legal counsel.
5. We acknowledge that we do not know the Mediator, nor does the Mediator know either party outside of this process.
6. We understand the Mediator may meet privately with each party during mediation; this is called a caucus. Generally, comments in the caucus are confidential with the exception of any information the Mediator believes may undermine the safety of the child (ren).
7. We agree to inform the Mediator of all issues that are in dispute and are related to deciding periods of physical placement and/or legal custody, including health, safety concerns for the children, CHIPS involvement, and financial issues. We understand full, open and honest sharing of this information is necessary for a successful mediation.
8. We understand it may be helpful to obtain information from children, family members, attorneys, counselors or others involved with or affected by the dispute. We understand the Mediator may suggest others participate in the mediation process.
9. We understand mediation is confidential and not admissible in court, other than providing the Court the Status Report of the results of mediation and the written Memorandum of Agreement (MOA) for Parenting. We understand under Wisconsin law, neither the Mediator nor any mediation records can be subpoenaed. We understand that no tape recording of sessions will be permitted. We agree not to use information obtained in mediation against anyone. All notes taken by parties are subject to review at the end of the session.
10. We understand exceptions to Mediator confidentiality exist if the Mediator reasonably believes: (1) a threat of violence will result in death or bodily harm, (2) unreported child abuse has occurred, or (3) criminal activity is occurring or will occur. The Mediator may report these suspicions to the appropriate persons or agencies, without specific permission.

11. We understand the only decision permitted by the Mediator is to declare an impasse. If the parties are unable to reach an agreement after examining all information and options reasonably available, the session will stop. The Mediator may declare an impasse if the process is not moving toward agreement or failure of any participant to follow the Mediation Guidelines.
12. If mediation is Court Ordered, and, if an impasse is declared, we understand the Mediator will inform the Court in writing that mediation was attempted but no agreement was reached. All notes taken by the mediator are destroyed following the session. The mediator will not testify in Court.
13. We understand any party may terminate mediation at any time and the Mediator will provide no information or opinion to the court regarding the reason for the termination.
14. Although participation in mediation is mandatory, we understand agreements reached in mediation are voluntary. A "Memorandum of Agreement" (MOA) will be prepared detailing the terms of agreement, and distributed to each parent and attorneys, if represented by an attorney, to review and sign. We are advised to review the MOA with an attorney and understand the document is not a Court Order until signed by both parties AND approved by the Court. We understand the signed document is to be submitted to the Court.
15. We understand that as a result of discussions with attorneys and/or post-mediation negotiations, there may be changes in the Memorandum of Agreement (MOA) initially drafted by the Mediator. We agree to take responsibility for contacting the Mediator with these changes within the designated review period.
16. We understand we are encouraged to discuss mediation with our attorney and/or counselor, and those communications are subject to that professional's rules of confidentiality.
17. We understand, after the first session, a fee may be charged to each party to return to mediation, and the fee is due at the start of the next session.
18. We agree to suspend court hearings and legal discovery while in mediation, unless such action is required as stated in Wisconsin law.
19. We understand the Mediator does not represent the legal interests of any party in mediation and we have been encouraged to consult independent legal counsel for advice on the legal implications of the decisions made in mediation.
20. We understand the Mediator will not provide legal, financial, or therapeutic advice to any party with regard to any issues raised during mediation or any unrelated matter for a period of at least two years from the date the mediation file has been advised closed by MFCS.

I understand the guidelines of mediation, and provide my consent for the Director or Mediator to discuss the results of mediation with my attorney.

X

Date: _____

Mediator: _____