

Core Mediation Services

Mediation Agreement

The goal of mediation is to reach a mutually acceptable divorce agreement and to take all steps necessary to accomplish the dissolution of your marriage. Core will type up your final agreement for the purposes of having a local Legal Document Preparer or an attorney prepare the documents necessary for your county. If you live in San Luis Obispo County, Core can do this paperwork, if you wish.

A series of meetings is held until resolution is reached on all issues. Meetings are held with the mediator and both clients. The content of all meetings, as well as any other separate communications, will remain confidential.

The issues to be negotiated usually include: division of community property, division of community debts, spousal support, child support, and a parenting plan.

The mediator's job is to help the clients explore options and obtain information, so that they can reach an agreement that will work for both of them. The mediator does not make the decisions; the clients do.

Agreements reached during mediation need to be entered into voluntarily and based on a complete understanding of the facts. It is essential that clients disclose all pertinent information to each other and that information is disclosed in a timely manner.

Successful mediation requires respectful behavior by all involved.

Core Mediators do not give legal, financial or tax advice during the mediation; nor do they provide therapy during the mediation sessions. They have a legal duty to report child abuse and neglect and to report danger to a client or a third party.

California law regarding confidentiality applies to this mediation. In addition, all participants in this mediation agree that in addition to any provision for confidentiality provided by the law, no evidence of anything said during this mediation, or of anything prepared for the purpose of this mediation, shall be admissible in court or subject to discovery. Disclosure of any such evidence shall not be compelled in any arbitration or other civil action. These rules of confidentiality shall apply to all communications between and among the participants before, during, and after the mediation sessions. This Mediation Agreement and the Fee Agreement shall not be confidential.

We, _____ and _____, agree to the following:

1. To leave all assets and insurance policies unchanged, except by mutual agreement. It is understood that our regular bills will continue to be paid as they have been in the past, unless we both decide to the contrary.

2. To submit completed disclosure forms prior to the first mediation session. If you have any questions filling out these forms, call Core at no charge for instructions.
3. To consult with outside attorneys, accountants, or other outside experts, if the mediator recommends that we do so.
4. Not to subpoena the mediator or their records into any legal action.
5. To consider the mediation ongoing until the court issues a Judgment or any party or mediator mails a letter stating that the mediation is terminated.
6. To avoid phoning the mediator, unless an urgent need exists.
7. To treat all of the participants in this mediation with respect.

Core Mediator agrees to the following:

1. Not to represent or be a witness for or against either client in any civil court action regarding this dissolution or any modification of its terms.
2. Not to communicate with an attorney representing either client.
3. To release papers from Core's files only with the consent of both clients and the agreement of the mediator.
4. To treat all participants in this mediation with respect and to withdraw from mediation if it is not productive or if either client breaches this agreement.

Spouse Signature

Date

Spouse Signature

Date

Mediator Signature

Date