

**The Law and Mediation Office of  
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**AGREEMENT TO MEDIATE CUSTODY AND PARENTING TIME ISSUES  
(Court-Sponsored Mediation)**

1. **Nature of Mediation.** Mediation is a voluntary and collaborative process that emphasizes informed decision-making and mutually acceptable agreements. Mediation provides an alternative to the win-lose approach of the adversarial legal system. It is practical, informed, highly focused on the issues to be resolved, and involves mutual problem-solving.
2. **Mediator is Impartial and Neutral.** The mediator is a neutral third party and not a judge. The mediator will not decide any issue for the family. The mediator's role is to help the parties clarify their disputes, communicate clearly, determine their needs and interests, consider options for settlement, and prepare a parenting plan if the parties reach an agreement. The parties understand that the mediator will remain impartial throughout and after the mediation process with respect to both parties and to the results of mediation.
3. **Parties Should Seek Independent Legal Advice.** The parties understand that although the mediator is an attorney, she will not in this mediation serve as either party's attorney, nor will she provide either party with legal advice. **Both parties are strongly advised to consult with an attorney outside of this process who can provide them with independent legal advice.** The parties are also encouraged to have any agreement reached in mediation reviewed by their respective attorneys to ensure that they are reaching a reasonably informed agreement.
4. **Scope of Mediation.** Court appointed mediation is **limited to custody and parenting time issues.**
5. **Mediation is voluntary.**
  - a. The parties understand that they may withdraw from or suspend the mediation process at any time for any reason.
  - b. The parties also understand that the mediator may suspend or terminate mediation, if the mediator feels, in her sole discretion, that mediation is no longer appropriate.
6. **Confidentiality.**
  - a. **Confidential.** It is understood between the parties and the mediator that the mediation will be strictly confidential.
    - i. Mediation discussions, notes, any draft resolutions, and any unsigned mediated agreements shall not be admissible in any court or other contested proceeding.
    - ii. Video conference calls and teleconferences are prohibited from being recorded (digital or otherwise) without express written consent of the mediator.
    - iii. The mediator will not testify concerning the mediation or provide any materials from the mediation in any court proceeding between the parties.
    - iv. All parties understand and agree that the mediator may meet separately with the parties at times throughout the mediation. The mediator assumes that she can share anything stated by the parties in their separate meetings with the mediator unless the parties specifically state otherwise. Regardless of the parties' stated preferences, the mediator will share information

from one party with the other party if it appears to the mediator, in her sole discretion, that the party is attempting to defraud the other party.

- b. **Exceptions to Confidentiality.** Although all written and oral communications made in the course of mediation are confidential, the records reflecting which cases have been referred to mediation and information used to compile statistical data are not confidential. The mediator will also inform the court whether the parties appeared for mediation, reasons for any cancelations less than twenty-four (24) hours or less than one (1) business day before the scheduled appointment, and whether an agreement was ultimately reached.

Further, the parties understand that the mediator is required to disclose otherwise confidential information if:

- i. The mediator suspects child abuse, elder abuse, or abuse to someone with a disability;
- ii. There has been a credible threat of harm to self or others; or
- iii. There is a complaint made or an action brought by either party against the mediator.

The parties agree that the mediator may provide the parties' attorneys with documents provided to the parties, including drafts of any parenting plans, which may contain the parties' respective proposals. The parties also agree that the mediator may discuss confidential mediation communications with their attorneys if deemed appropriate by the mediator. **Where appropriate, draft plans may be forwarded to the court at the mediator's discretion or upon the courts request to avoid duplicating work and costs.**

Furthermore, the parties agree that the mediator may disclose information arising from the mediation with the following individuals (requires the consent of all parties):

_____	_____	_____
Name	Initials	Initials
_____	_____	_____
Name	Initials	Initials

- 7. **Safety.** The parties agree that they will immediately inform the mediator if there are any physical or emotional safety concerns or if there is an existing restraining order so that the mediator can take appropriate measures. If there is an existing restraining order or no contact order, the parties shall meet separately with the mediator unless the restraining order or no contact order specifies otherwise.
- 8. **Benefit of the Children.** The parties agree to set aside their personal interests to focus on what is in the best interests of the children throughout the mediation process and negotiate in good faith.
- 9. **Missed Appointments.** A party who fails to attend a scheduled mediation session without good cause and without providing the mediator notice at least one (1) business day in advance and at least twenty-four (24) hours prior to the appointment, may be assessed the cost of the missed session. If the mediator charges the court for the missed session, then the mediator shall advise the court of the failure of one or both parties to attend the session and the reason for the missed session. The parties agree that the mediator is not required to notify the attorneys anytime a party misses a session even if the mediator bills the court for the missed session. It is the parties' responsibility to notify their respective attorneys if they fail to appear for a mediation session.
  - a. **Canceling Appointments.** If a party needs to cancel a mediation appointment, all participants (mediator and the other parties in mediation) must be notified by the party canceling the appointment one (1) business day in advance and at least twenty-four (24) hours prior to the appointment. If the

mediation appointment is on a Monday, the request to cancel must be made before Friday at 5:00 p.m. prior to the mediation.

**10. Communication.**

- a. The parties agree to provide the mediator with current email addresses and telephone numbers and to keep the mediator apprised of any changes in addresses or phone numbers. The parties are responsible for checking their email and telephone messages frequently while they are participating in mediation. It is the parties' responsibility to advise the mediator right away if they do not receive any documents expected from the mediator within the stated time frame.
- b. The mediator's preferred method of communication is via email. Email communication is for scheduling appointments or forwarding documents. Mediation may not be conducted over email.
  - i. **Please be aware that abuse of email communication may result in emails being blocked or automatically directed to the junk folder. Please do not send files larger than 5MB.**
- c. Phone communication is for scheduling matters, only; unless one has scheduled a phone appointment. Parties calling should leave a voice message. **Calling and hanging up five or more times without leaving a message may result in calls being blocked.** Please set up your voice mail so we may leave a message for you in the event you do not answer our calls.

**11. Unforeseeable Delays and Cancelations.** The mediator will follow the delays and cancelations for the Salem-Keizer School District or any other government building due to inclement weather (e.g. ice, snow, flooding, etc.), natural disaster, or government shut-down.

- a. **This does not apply if your appointment is scheduled over know delays** (i.e., COVID-19 video or phone conference scheduled on or after March 23, 2020) unless it is disruption in internet and phone communication by the providers.

**12. Costs of Mediation.**

- a. The parties understand that the county reimburses the mediator for up to eight (8) hours of mediation, which includes administrative and drafting time.
- b. The parties understand that they are responsible for the mediator's fees (\$150 per hour) for any mediation sessions, relating to this mediation, after the parties have used their eight (8) free hours of mediation through the county.

**13. Parenting Plan.**

- a. If the parties reach an agreement in mediation, the mediator will draft a parenting plan.
- b. The parties have the option, and are encouraged, to seek legal counsel before signing this agreement or the parenting plan. The mediator will send a copy of the final parenting plan to the parties' attorneys if they are represented.
- c. Agreements reached in mediation are not legally binding until the judge signs the judgment incorporating the mediated parenting plan.

**Your signature below indicates that you understand and agree to the conditions for mediation.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date