

CHILD PROTECTION AGREEMENT TO MEDIATE

This is an Agreement Between:

AND

AND

CAS

1. The people named above want to try to settle the dispute between them through mediation. The issues to be discussed are:

Role of Mediator

2. Each person understands that the mediator does not represent any of the parties and is not acting as a lawyer for any of them. The mediator's job is to help the parties come to an agreement which they think is fair and reasonable, and in the best interests of the child(ren).

Independent Legal Advice

3. The parties understand that the mediator will not give them legal advice or a legal opinion. The parties understand that they can and should speak to a lawyer about the legal aspects of their situation, and that they can do so at any time.

Confidentiality

4. All discussions and proposals made during mediation are without prejudice and confidential with the following exceptions:
 - a. The mediator must report any suspicion that a child is at risk of abuse or neglect.
 - b. The mediator must disclose where there are reasonable grounds to believe that there is a real or a perceived threat to any person's life or physical safety.

- c. The mediator may speak to a third party (therapist, family member, lawyer etc.) where the party gives consent to the disclosure of his or her personal information.
 - d. Only the terms of the final Mediation Report can be shared with the court.
 - e. Participants may always discuss the content of the mediation with a lawyer.
 - f. The mediator can talk or write about the case, without using personal identifying information, for research or educational purposes.
- 5. The parties agree that the mediator cannot be subpoenaed, required to testify or called to give evidence relating to representations, statements or admissions made in the course of the mediation.
 - 6. The parties may take their own notes during mediation however these notes may not be used in any court or tribunal process, including notes taken by the OCL, the CAS workers or by the mediation participants.
 - 7. No part of the mediation process may be recorded (audio nor video) without first seeking the mediator's permission and then obtaining the written agreement of all the mediation participants.

Bringing Other People into the Mediation

- 8. The mediator may ask other people to participate in the mediation if the parties agree.

Disclosure of Information

- 9. The parties agree that they will each make available any information that may help to resolve the dispute.

Mediation Sessions

- 10. The mediator will schedule the time and place of the mediation sessions with the parties. The parties agree to give the mediator 24 hours' notice if the session has to be cancelled. The mediator may meet with the parties together, or individually.

Conclusion of Mediation

- 11. Any party has the right to withdraw from the mediation at any time. The mediator has the

right to end or suspend the mediation where continuing the process could harm one or more of the parties or the child(ren).

12. The only information the mediator will send to the parties and their counsel will be a list of any agreements in principle reached. No agreements reached in mediation are binding and it is strongly recommended that they be reviewed by each participant's counsel.

Further Agreements

13. The parties agree that none of them will begin any new court action during the course of mediation, unless there is an emergency regarding the child(ren).
14. Any court action already started will be adjourned and neither party will take further steps until the mediation ends, unless there is an emergency regarding the child(ren).
15. The parties agree that they have read this Agreement to Mediate, understand it, and agree to take part in the mediation based on this Agreement to Mediate.

Date

Signature

Date

Signature

Date

Signature

Date

Signature

Date

CAS Signature

Date

Caroline Felstiner, Mediator