

# GUIDELINES FOR ONLINE MEDIATION



The parties agree to participate in online mediation with Steven R Jacob as follows:

1. The parties understand that the purpose of mediation is to work together to find a mutually acceptable resolution of the issues. To achieve a mutually acceptable resolution, the mediator and the parties agree to work cooperatively to ensure that each party understands the factual issues, the effects of any agreement reached, and consequences of not reaching an agreement. The mediator will lead negotiations to assist in developing a settlement that is acceptable to both parties. The mediator does not make decisions for the parties.
2. The parties agree to use an online platform for the mediation session. Parties understand that the mediator uses Zoom to conduct the online mediation session(s). The parties agree to familiarize themselves with the operation of the Zoom platform so that they can operate the system and participate in the online mediation session(s).
3. The parties agree to be respectful in all communication, allowing each participant to finish his/her comment or statement before responding.
4. For mediation to be successful, open, and honest communication, negotiations, and statements are essential. The parties agree to make an accurate disclosure of all matters relevant to the process of settlement. If a party deliberately withholds information or supplies false information relevant to the settlement, the agreement reached in mediation may be set aside.
5. Parties understand that the mediator uses HelloSign as an online platform for obtaining signatures in the execution of documents required during the mediation process.
6. Information gathered in the mediation process is confidential including emails, chat and text messages, notes, telephone calls and all other communications. The parties are affirming that they are alone in the room and cannot be overheard while participating. No additional persons shall participate in the mediation process except for the mediator and the parties and their attorneys (e.g. no new partners, grandparents, etc.) unless both parties and the mediator agree to include such person(s) and such person(s) sign this document. The presence of all persons participating in and/or listening to the mediation session must be disclosed to and approved in advance by the mediator.
7. The mediator will not disclose any information learned during the mediation without the express permission of the parties. Parties agree not to record any portion of a mediation session, even those taking place in a private meeting (caucus). The parties also acknowledge that they will preserve the confidentiality of a mediation session.

8. For those times when the mediator needs to speak with each party individually (“caucus”), the mediator may place you in a separate breakout room so your conversation will not be heard by the other party. Confidential matters disclosed in a private meeting with one party will not be divulged to the other party without the verbal consent of the party making the disclosure.
9. Parties should have a strong and secure Wi-Fi or ethernet (hard-wired) connection for their computer. Parties further affirm that they are not on a public Wi-Fi connection.
10. Nothing in these guidelines shall be construed to prevent or excuse the mediator from reporting situations in which a) there are threats of imminent violence to self or others; or b) the mediator believes that a child is being abused or that the safety of any party or third person is in danger.
11. The mediator does not offer legal or financial advice and is not representing both parties or either party as an attorney even though the mediator is in fact an attorney. The mediator’s role is to aid the parties in seeking a fair agreement in accordance with their respective interest. The parties have the right to consult with an attorney and are encouraged to consult with an attorney before executing a written agreement. Unless and until an agreement/memorandum of understanding is reduced to writing AND signed by all parties present, it is not final and binding on the parties. However, if it is in writing and signed by both parties then it is binding.
12. The Parties are not obligated to reach an agreement. This process is voluntary. The mediation can be terminated at any time by the mediator or the parties. However, the parties acknowledge their willingness to participate in the process in good faith and to genuinely attempt to resolve their dispute.
13. If there is a subsequent court action the parties agree not to call the mediator as a witness or to subpoena the mediator.
14. Payment of the mediator shall be made at the time services are rendered. The fee is a minimum of \$360 which covers up to two-hours of mediation. Additional time may be scheduled in hourly increments at \$180 per hour. Payments can be made by credit card, debit card, Venmo, or CashApp.
15. Parties acknowledge that, by their participation, they have the capacity to conduct good-faith negotiations and to make decisions for themselves.

I READ AND UNDERSTAND the above guidelines for online mediation.

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Husband

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Wife