



Community Justice & Mediation Center

CONSENT TO PARTICIPATE IN MEDIATION

We agree to enter into this mediation in good faith, to cooperate with the mediators assigned to facilitate the mediation, and to give serious consideration to developing a voluntary agreement to resolve our problem.

We understand that: Mediation is a voluntary process and that at any time before an agreement is reached, any of us may withdraw from mediation. The mediation will be facilitated by mediators selected by CJAM's case manager. The mediators have no personal stake in the matter and will do their best to assist the mediation clients without bias.

We understand that mediators do not act as lawyers or give legal advice. Mediation clients are responsible for obtaining legal advice.

We understand that the mediation clients are responsible for developing their own solutions and that the mediators cannot impose any decisions. Any agreements or decisions resulting from mediation are entered into voluntarily and by mutual acceptance of the mediation clients.

We understand that open and honest communication is necessary for successful mediation and, for that reason, the mediation clients must be able to communicate with the mediators in confidence. Accordingly, except where reporting is required by law or court order or is necessary to prevent serious personal injury,

- a. The mediators will not reveal anything discussed in mediation without permission of both mediation clients.
- b. The mediators will not communicate information obtained from parties in separate interviews, conversation, and correspondence to other parties except when authorized to do so by the communicating party.
- c. Communications in the mediation may not be used as evidence in any legal or administrative proceeding concerning the subject matter of the mediation.
- d. The mediation clients agree that they will not call the mediators or anyone associated with CJAM as witnesses in any legal or administrative proceeding concerning the subject matter of the mediation, nor will they subpoena or demand production of any records, notes, work product or the like of the mediators in such proceedings. If a mediation client does subpoena the mediators or others associated with CJAM, the mediators and CJAM will resist the subpoena, and the mediation client will reimburse the mediators and CJAM for their expenses (including attorneys' fees) in doing so.
- e. The exception to these rules of confidentiality is that this agreement to mediate and any written agreement made and signed by the mediation clients as a result of mediation may be used in any relevant proceeding, unless the parties make a written agreement not to do so.

CJAM's community mediation fee policy is on the reverse side.

CJAM's Conflict Resolution Services Policies and Procedures are available at www.cjamcenter.org, and CJAM will provide a printed copy upon request.

Mediation Client _____ Date _____

Mediation Client _____ Date _____

Lead Mediator _____ Date _____



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205 S. Walnut St. Suite 16, Bloomington, IN 47404 -- www.cjamcenter.org
mediate@cjamcenter.org ♦ 812-336-8677

CJAM Community Mediation Fee Policy

CJAM relies on client fees as one source of its funding to provide mediation services, and CJAM thinks it appropriate that its clients who receive the benefits of its services share the expense.

CJAM's Community Mediation Fee Policy provides:

1. In matters referred by organization clients, where the fee will be paid by the organization, the fee charged per matter will be \$100 for non-profits, \$200 for governmental units, and \$300 for for-profit companies and firms.
2. In non-organizational mediations where the value at stake in the dispute exceeds \$6,000, each party will be charged a fee of \$100.
3. Inability to pay should not be a barrier to receive the benefits of community mediation or facilitation. In appropriate cases, the fee will be adjusted by the Executive Director or the Community Mediation Case Manager.
4. Fees become applicable following initial interviews where all necessary parties agree to go forward with mediation. Fees are collected prior to mediation.
5. In community mediation cases where the value at stake in the dispute does not exceed \$6000 and in cases where the matter in dispute does not involve a monetary value, no fee will be charged. Rather, parties will be invited to make a donation to CJAM of \$50 where they can afford to do so.