



140 East Main St. Suite 202
Welland, ON L3B 3W5
Tel: (905) 735-7622
Fax: (905) 735-1939

gillian@connectfamilies.ca

CLOSED MEDIATION SERVICE AGREEMENT
Agreement to Mediate a Parenting Plan

Between

_____ & _____

-and-

Gillian Sheldrick, MSW, RSW

Mandate:

- (a) It is hereby agreed that Gillian Sheldrick, MSW, RSW is retained to act as the Mediator with respect to assisting the parents in drafting a parenting plan.
- (b) It is acknowledged that the Mediator is an impartial third party whose role is to assist the parents to negotiate a parenting plan.

Procedure:

- (a) The mediator will first meet each party separately to assess if the case is appropriate for mediation and to identify the issues, goals and concerns of each party. This intake meeting, including all information and forms provided by each party prior to the intake meeting, is confidential between that party and the mediator.
- (b) In an attempt to draft a parenting plan, the Mediator will meet with the parents for joint sessions and on occasion individual sessions.
- (c) The Mediator may include in the mediation process any other significant third party, such as the child, a new partner, grandparents, other relatives, legal counsel or other significantly involved persons, following consultation with the clients. Inclusion of these third parties will be discussed with the parents beforehand.

- (d) In the event of an impasse and in an effort to be fully informed so as to better facilitate agreement, the Mediator may obtain information from relevant professional/collateral sources and may consult such persons and read such reports, records or documents as she deems necessary for arriving at an Agreement following consultation with the clients.
- (e) The parents have been provided with an information package on the benefits of having a positive co-parenting relationship. The parents shall read the additional materials and complete the questionnaires in the education package provided to them. This shall be done prior to the second appointment.

Disclosure:

- (a) It is agreed that the parents will:
 - a. Make full disclosure of all relevant information reasonably required for the Mediator to understand the issues being mediated;
 - b. Execute any Releases of Information necessary for the Mediator to obtain relevant information.

Confidentiality:

- (a) The Mediator shall be free to disclose all information, documentation and correspondence provided by each parent or generated by the mediation process, with each parent and with the lawyer for each parent.
- (b) This signed agreement serves as the parents' informed consent for Ms. Sheldrick to obtain information from the Court, counsel and both parents and for Ms. Sheldrick to provide information received from all sources to counsel and the other parent. Information provided to counsel is privileged and cannot be used for Court purposes.
- (c) The parents will be asked to give their written consent in order to share information about the mediation with any other party.
- (d) The Mediator is obliged to notify the proper authorities if she has a "reasonable suspicion" that a client may harm himself or herself or the other parent, or that a child is being abused, harmed or neglected.

Independent Legal Advice:

- (a) Agreed upon Parenting Plans are not signed in the Mediator's office. The parents are strongly advised to obtain independent legal advice, preferably before mediation commences, but in any event, before a final agreement is reached, to ensure that they are fully informed of their legal

rights and obligations and the legal implications of such an agreement. In the event that the parents do not have independent legal advice prior to signing an agreement, it is recognized that:

- a. The parents may not be making fully informed choices in light of their respective legal rights;
- b. The Agreement they reach is less likely to be enforced by a court.

Reporting:

- (a) If the parents reach an agreement on some or all of the issues, the Mediator shall prepare a final draft Parenting Plan with respect to those issues for consideration by the parents and their respective counsel. The final draft Plan is not legally binding and a statement of intention by the parents.
- (b) If the parents fail to agree on one or more issues it is understood that:
 - a. Anything said or any admission or communication in the course of the mediation is not admissible in any legal proceeding;
 - b. The Mediator will not be called as a witness by or on behalf of either parent in any legal proceeding;
 - c. If the parents do not reach an agreement through mediation on any specified issue, that will be so reported by the Mediator.

Fees:

- (a) A retainer of \$1800.00 plus HST is payable in full, prior to the start of service. Each parent is responsible for paying one half of the retainer (\$900.00 plus HST). Services are provided at a rate of \$120.00 per hour, and parents will be charged for face-to-face meetings, phone calls, drafting the parenting plan, time to review collateral information, and where applicable, postage, travel, long distance phone and/or fax charges will be billed. Additional retainers shall be provided as requested.
- (b) The costs shall be divided the following way:
 - a. Joint sessions will be divided equally;
 - b. Individual sessions will be paid by the individual engaged in the session;
 - c. All other services related to the mediation will be divided equally
- (c) Fees are not refunded for services rendered if completion of the mediation becomes either impossible or unnecessary.

- (d) The Parenting Plan shall not be released until all outstanding professional fees and disbursements related to the mediation have been paid in full.

Cancellation Policy:

- (a) Unless there is an emergency, the parents shall be billed for appointments where there is less than twenty-hour (24) hours notice.
- (b) The parent cancelling will be responsible for notifying both the Mediator and the other parent.

Terminating the Mediation:

- (a) It is understood that this is a voluntary process and either of the parents may terminate the mediation process at any time.
- (b) The Mediator may suspend or terminate mediation whenever:
 - a. The process is likely to harm or prejudice one or more of the participants;
 - b. The usefulness of the mediation process is exhausted;
 - c. The Agreement being reached is unreasonable
- (c) The Mediator will first advise the clients of the reason why she believes the mediation should be terminated.

DATED at _____, this ____ day of _____, 2017.

Parent Name

Signature

Parent Name

Signature

Gillian Sheldrick, MSW, RSW

Signature