

# **CDC FAMILY MEDIATION HANDBOOK: CUSTODY AND VISITATION**

**A MANUAL FOR JUDGES**

**AND MEDIATORS**

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Revised May 2013

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## INTRODUCTION

Mediation is a cooperative process in which a neutral third party meets with divorcing parents and assists them in identifying the facts and issues of their parenting disagreements. The mediator helps the parents identify options and alternatives to resolve their disagreements. This process focuses on the practical issues of child custody, visitation, and other issues raised by the parties. The Mediator guides the parents to look to the future, not the past. Mediation encourages the parties to become involved and to cooperate and to make their own decisions on how they will continue to parent their children.

The Louisiana Mediation Statutes, Revised Statute Title 9:332 et seq., address the issues surrounding mediation in Louisiana law. Following this introduction, you will find a complete packet of materials which is designed to assist in the implementation of mediation in child custody cases.

## OUTLINE OF MEDIATION PROCESS

1. ORIENTATION BY MEDIATOR
  - Create Structure
  - Explain Mediation Process
  - Establish Trust and Rapport with Parties
  - Establish Mediator Neutrality
2. FACT FINDING AND THE ISOLATION OF THE ISSUES
  - Organize and Summarize the Facts
  - List Issues
  - Set Priorities
3. NEGOTIATIONS AND DECISION MAKING
  - Address Issues
  - Examine the Real Consequences of Options
  - Compromise and Choose Alternatives
4. WRITING THE MEDIATION AGREEMENT
  - Prepare the Agreement in the Parties' Own Language
  - Review the Agreement with the Parties to Insure that It Reflects Their Decisions
  - Provide Copies to Each Party
  - Encourage Parties to Submit the Mediation Agreement to Their Attorneys for Review
5. LEGAL REVIEW AND PROCESSING
  - After Review by Attorneys, Mediate Any Revisions
  - Encourage Parties to Have Their Attorneys Prepare Consent Judgment to be Submitted to the Court Reflecting the Final Mediation Agreement

LOUISIANA REVISED STATUTES TITLE 9:332-334

§ 332. CUSTODY OR VISITATION PROCEEDING; MEDIATION

A. The court may order the parties to mediate their differences in a custody or visitation proceeding. The mediator may be agreed upon by the parties or, upon their failure to agree, selected by the court. The court may stay any further determination of custody or visitation for a period not to exceed thirty days from the date of issuance of such an order. The court may order the costs of mediation to be paid in advance by either party or both parties jointly. The court may apportion the costs of the mediation between the parties if agreement is reached on custody or visitation. If mediation concludes without agreement between the parties, the costs of mediation shall be taxed as costs of court. The costs of mediation shall be subject to approval by the court.

B. If an agreement is reached by the parties, the mediator shall prepare a written, signed, and dated agreement. A consent judgment incorporating the agreement shall be submitted to the court for its approval.

C. Evidence of conduct or statements made in mediation is not admissible in any proceeding. This rule does not require the exclusion of any evidence otherwise discoverable merely because it is presented in the course of mediation. Facts disclosed, other than conduct or statements made in mediation, are not inadmissible by virtue of first having been disclosed in mediation.

§ 333. DUTIES OF MEDIATOR

A. The mediator shall assist the parties in formulating a written, signed, and dated agreement to mediate which shall identify the controversies between the parties, affirm the parties' intent to resolve these controversies through mediation, and specify the circumstances under which the mediation may terminate.

B. The mediator shall advise each of the parties participating in the mediation to obtain review by an attorney of any agreement reached as a result of the mediation prior to signing such an agreement.

C. The mediator shall be impartial and has no power to impose a solution on the parties.

§ 334. MEDIATOR QUALIFICATIONS

A. In order to serve as a qualified mediator under the provisions of this Subpart, a person shall meet all of the following criteria:

(1)(a) Possess a four-year college degree and complete a minimum of forty hours of general mediation training and twenty hours of specialized training in the mediation of child custody disputes; or

(b) Possess a four-year college degree and hold a license as an attorney, psychiatrist, psychologist, social worker, marriage and family counselor, professional counselor, or clergyman and complete a minimum of twelve hours of general mediation training and twenty hours of specialized training in the mediation of child custody disputes.

(2) Complete a minimum of eight hours of co-mediation training under the direct supervision of a mediator who is qualified in accordance with the provisions of Paragraph (B)(1) of this Section and who has served a minimum of fifty hours as a dispute mediator.

B. (1) Mediators who prior to August 15, 1997, satisfied the provisions of Paragraph (A)(1) of this Section and served a minimum of fifty hours as a child custody dispute mediator

are not required to complete eight hours of co-mediation training in order to serve as an qualified mediator and are qualified to supervise co-mediation training as provided in Paragraph (A)(2) of this Section.

(2) Any person who has served as a Louisiana city, parish, family, juvenile, district, appellate, or supreme court judge for at least ten years, and who is no longer serving as judge shall be deemed qualified to serve as a mediator if:

(a) The former judge has actually served as a judge in the family court of record or statutory family court for at least three years and completes a minimum of twelve hours of general mediation, training or

(b) The former judge completes at least twenty hours of specialized mediation training in child custody and visitation disputes.

C. The training specified in Paragraph A(1) of this Section shall include instruction as to the following:

- (1) The Louisiana judicial system and judicial procedure in domestic cases.
- (2) Ethical standards, including confidentiality and conflict of interests.
- (3) Child development, including the impact of divorce on development.
- (4) Family systems theory.
- (5) Communication skills.
- (6) The mediation process and required document execution.

D. A dispute mediator initially qualified under the provisions of this Subpart shall, in order to remain qualified, complete a minimum of twenty hours of clinical education in dispute mediation every two calendar years.

E. A mediator shall furnish satisfactory evidence of his qualifications upon request.

F. The Louisiana State Bar Association, Alternative Dispute Resolution Section, may promulgate rules and regulations governing dispute mediator registration and qualifications, and may establish a fee not to exceed one hundred dollars for registration sufficient to cover the associated costs. A person denied listing in the approved register may request a review of that decision by a panel of three members of the Louisiana State Bar Association Alternative Dispute Resolution Section.

G. For the purpose of this Section, an "hour" means a period of at least sixty minutes of actual instruction.

Added by Acts 1995, No. 287, § 1. Amended by Acts 1997, No. 1144, § 1; Acts 1999, No. 713, § 1; eff. July 1, 1999; Acts 2004, No. 25, § 1; Acts 2006, No. 471; Acts 2008, No. 631.

## CHILDREN'S CODE- JUVENILE MEDIATORS

### Art. 439. Qualifications of mediator

A. In order to serve as a qualified mediator in any dispute arising under the provisions of this Code, in a court of original juvenile jurisdiction, a person shall meet all of the following criteria:

(1)(a) Possess a four-year college degree and complete a minimum of forty hours of general mediation training and twenty hours of specialized training in the mediation of juvenile court disputes; or

(b) Possess a four-year college degree and hold a license as an attorney, psychiatrist, psychologist, social worker, marriage and family counselor, professional counselor, or clergyman and complete a minimum of twelve hours of general mediation training and twenty hours of specialized training in the mediation of juvenile court disputes.

(2) Complete a minimum of eight hours of juvenile co-mediation training under a course that has been approved by the Louisiana State Bar Association, Alternative Dispute Resolution Section, or under the direct supervision of a juvenile mediator who is qualified under the provisions of Subparagraph (B)(1) of this Article, or a mediator who is qualified under the provisions of R.S. 9:334 and who has served as a dispute mediator for a minimum of fifty hours.

B. (1) Mediators who prior to August 15, 1999, satisfied the provisions of Subparagraph

(A)(1) of this Article and served a minimum of fifty hours as a juvenile court dispute mediator are not required to complete eight hours of co-mediation training in order to serve as a qualified mediator and are qualified to supervise co-mediation training as provided in Subparagraph (A)(2) of this Article.

(2) Any person who has served as a Louisiana city, parish, family, juvenile, district, appellate, or supreme court judge for at least ten years and who is no longer serving as a judge shall be deemed qualified to serve as a mediator in juvenile court disputes if the co-mediation requirements of Subparagraph (A)(2) of this Article are completed and:

(a) The former judge has actually served as a judge in juvenile cases at the trial court level for at least three years and completes a minimum of twelve hours of general mediation training; or

(b) The former judge completes at least twenty hours of specialized mediation training in juvenile court disputes.

C. Specialized training in the mediation of juvenile court disputes shall include clinical training in the development and practice of negotiation and mediation skills and instruction concerning these subjects:

(1) Judicial procedure in juvenile cases.

(2) Ethical standards, including confidentiality and conflicts of interest.

(3) Child development.

(4) Family systems theory, including family conflict.

(5) Mediation process and required document execution.

(6) The dynamics of child abuse and neglect, delinquency, and rehabilitation.

(7) Substantive state and federal law, including but not limited to Adoption and Safe Families Act of 1997 (Public Law 105-89).

D. In order to remain qualified, a mediator shall complete a minimum of twenty hours of clinical education in dispute mediation every two years.

E. A mediator shall furnish satisfactory evidence of his qualifications upon request.

F. The Louisiana State Bar Association, Alternative Dispute Resolution Section, may promulgate rules and regulations governing dispute mediator registration and qualifications and may establish a fee not to exceed one hundred dollars for registration sufficient to cover associated costs. A person denied listing in the approved register may request a review of that decision by a panel of three members of the Louisiana State Bar Association, Alternative Dispute Resolution Section.

G. For purposes of this Article, an "hour" means a period of at least sixty minutes of actual instruction.

Added by Acts 1999, No. 894, § 1. Amended by Acts 2001, No. 567, § 1; Acts 2006, No. 472, § 1; Acts 2008, No. 631, § 2

QUALIFICATIONS FOR CDC MEDIATORS  
CIVIL DISTRICT COURT – ORLEANS PARISH  
FAMILY COURT PILOT MEDIATION PROGRAM

For mediators to be considered for placement on the Panel Roster for court-referred child custody/visitation cases from Civil District Court, Parish of Orleans, under LSA-RS 9:332, the following qualifications must be certified to the Court:

1. The mediator has a minimum of three (3) years' experience in family law, family counseling, custody evaluation, and/or family mediation in the state of Louisiana.
2. The mediator is currently qualified for court-referred mediation cases under LSA-RS 9:332, et seq. [Any mediator listed in the current official Louisiana Mediator Registry (Custody/Visitation Mediators Section) maintained by the ADR Section of the Louisiana State Bar Association and has three (3) years' experience in #1 above is presumed qualified.]
3. The mediator agrees to conduct mediations in an office/conference facility in Orleans Parish.
4. The mediator agrees to conduct mediations under the Court's reduced-fee mediation sliding scale.
5. The mediator agrees to be listed on the Panel Roster with qualification details, office location, office hours, forms of payment accepted, and other information deemed relevant by the Court.
6. The mediator agrees to perform two (2) pro bono mediations annually for the Court.
7. The mediator agrees to utilize the mediation forms and procedures provided by the Court.
8. The mediator agrees to any peer review or grievance procedures established by the Court.
9. The mediator agrees to co-mediate with other mediators who are in training or need clinical education to maintain their mediator qualifications



## COURT REFERRAL FEE SCHEDULE

The fees to be paid to the mediator shall be determined by an examination of the prior year's tax return, W-2 forms, or other proof of income. The hourly fee schedule is based on the combined gross income of both parties.

**CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS**

**FAMILY COURT PILOT MEDIATION PROGRAM**

**REDUCED-FEE MEDIATION SLIDING SCALE**

*The hourly fee is based on 60 minutes' time. The first hour of any session is due and payable in full even if the parties suspend or terminate the session prior to the full hour. If a session goes beyond the first hour, an additional 1/2 hour pro-rated fee is charged; if the session goes beyond 30 minutes into the additional session, the full additional hour is charged. Fees are due at the time mediation services are provided. INCOME DOCUMENTATION (most recent income tax return; most recent W-2 forms; most recent pay stubs) IS REQUIRED TO QUALIFY FOR REDUCED-FEE MEDIATION SERVICES; otherwise, no reduced-fee service is allowed.*

<i>COMBINED GROSS INCOME</i>	<i>1 child</i>	<i>2 children</i>	<i>3 children</i>	<i>4+ children</i>	
<i>Below \$ 20,000</i>	<i>\$ 70.00</i>	<i>\$ 65.00</i>	<i>\$ 60.00</i>	<i>\$50.00</i>	<i>hourly rate</i>
<i>\$ 20,001 - \$ 25,000</i>	<i>\$ 85.00</i>	<i>\$ 80.00</i>	<i>\$ 75.00</i>	<i>\$ 65.00</i>	<i>hourly rate</i>
<i>\$ 25,001 - \$ 30,000</i>	<i>\$ 100.00</i>	<i>\$ 95.00</i>	<i>\$ 90.00</i>	<i>\$ 80.00</i>	<i>hourly rate</i>
<i>\$ 30,001 - \$ 35,000</i>	<i>\$ 115.00</i>	<i>\$ 110.00</i>	<i>\$ 105.00</i>	<i>\$ 95.00</i>	<i>hourly rate</i>
<i>\$ 35,001 - \$ 40,000</i>	<i>\$ 130.00</i>	<i>\$ 125.00</i>	<i>\$ 120.00</i>	<i>\$ 110.00</i>	<i>hourly rate</i>
<i>\$ 40,001 - \$ 45,000</i>	<i>\$ 145.00</i>	<i>\$ 140.00</i>	<i>\$ 135.00</i>	<i>\$ 125.00</i>	<i>hourly rate</i>
<i>\$ 45,001 - \$ 50,000</i>	<i>\$ 160.00</i>	<i>\$ 155.00</i>	<i>\$ 150.00</i>	<i>\$ 140.00</i>	<i>hourly rate</i>
<i>\$ 50,001 - \$ 60,000</i>	<i>\$ 175.00</i>	<i>\$ 170.00</i>	<i>\$ 165.00</i>	<i>\$ 155.00</i>	<i>hourly rate</i>
<i>\$ 60,001 - \$ 70,000</i>	<i>\$ 190.00</i>	<i>\$ 185.00</i>	<i>\$ 180.00</i>	<i>\$ 170.00</i>	<i>hourly rate</i>
<i>\$ 70,001 - \$ 80,000</i>	<i>\$ 205.00</i>	<i>\$ 200.00</i>	<i>\$ 195.00</i>	<i>\$ 185.00</i>	<i>hourly rate</i>
<i>\$ 80,001 - \$ 90,000</i>	<i>\$ 220.00</i>	<i>\$ 215.00</i>	<i>\$ 210.00</i>	<i>\$ 200.00</i>	<i>hourly rate</i>
<i>\$ 90,001 - \$ 100,000</i>	<i>\$ 235.00</i>	<i>\$ 230.00</i>	<i>\$ 225.00</i>	<i>\$ 215.00</i>	<i>hourly rate</i>
<i>\$ 100,001 - \$ 150,000</i>	<i>\$ 260.00</i>	<i>\$ 255.00</i>	<i>\$ 250.00</i>	<i>\$ 240.00</i>	<i>hourly rate</i>
<i>\$ 150,001 - \$ 200,000</i>	<i>\$ 285.00</i>	<i>\$ 280.00</i>	<i>\$ 275.00</i>	<i>\$ 265.00</i>	<i>hourly rate</i>
<i>\$ 200,001 +</i>	<i>\$ 300.00</i>	<i>\$ 295.00</i>	<i>\$ 290.00</i>	<i>\$ 280.00</i>	<i>hourly rate</i>

## CDC COURT PROCEDURES FOR MEDIATION

1. Mediators will apply to participate in the CDC Mediation program using the Application (**Form 1: CDC Mediator Application Form**) The mediators will agree to use the CDC Sliding scale for mediations referred by the court. (**Form 2: Sliding Scale for CDC Mediation.**)
2. Once the Court has determined that mediation is appropriate, after the filing of a petition for divorce or a motion for custody the Court will appoint a mediator to begin the mediation process before the scheduled court hearing. The Court will determine if the case is appropriate for mediation based on Petition or Motion Filed.
3. The Court will assign a mediator to the case and serve the parties with the Order of Mediation attached to the pleading ( Petition or Motion) filed by the party and fax and/or email the Order of Mediation to the mediator.( **Form 3: Order of Mediation**)
4. The Court will make sure the parties receive the order and have the information about the mediation process including the contact information of the mediator and the information sheet. (**Form 4: Information Sheet and Instruction to Parties for CDC Mediation**)
5. The mediator will meet with the parties a minimum of three times and request the parties sign a mediation agreement at the first meeting.( **Form 5: Agreement to Mediate-suggested form**)
6. The Court will also have a list of persons interested in co-mediation and can assign these mediators to co-mediate with the court appointed mediator to obtain clinical education and experience. Co- mediators will volunteer their services.
7. The mediator will report to the court and provide the Court with information concerning the progress of the mediation. The Initial Report Form will be filed once the first mediation meeting is set. The Final Report Form will be filed when mediation is completed. ( **Form 6: Initial Report of Mediator to Court; Form 7: Final Report of Mediator to Court**)
8. The mediator will prepare a memorandum of agreement when mediation is successful. (**Form 8: Memorandum of agreement**) **The mediator will direct the parties to return to court on their assigned court date with a copy of the memorandum of agreement.**
9. Once an agreement is reached the parties and/or their attorneys will bring the agreement to the Court to be made a notarized consent judgment of the Court.( **Form 9: Consent Judgment** )
10. The parties will fill out an evaluation form and mail to Mark Myers, 110 Poydras Street #2900, New Orleans, LA 70163 or fax to 504-613-0503( **Form 10: Client Evaluation.**)

# FORMS

- Form 1: CDC Mediator Application Form
- Form 2: Sliding Scale for CDC Mediation
- Form 3: Order of Mediation
- Form 4: Information Sheet and Instructions to Parties for CDC Mediation
- Form 5: Agreement to Mediate
- Form 6: Initial Report of Mediator to Court
- Form 7: Final Report of Mediator to Court
- Form 8: Memorandum of Agreement
- Form 9: Notarized Consent Judgment
- Form 10: Client Evaluation

FORM 1: CDC MEDIATOR APPLICATION

**CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
FAMILY COURT PILOT MEDIATION PROGRAM  
MEDIATOR APPLICATION**

Mediators must meet all requirements of LSA-R.S. 9:332, et seq, as well as the additional qualifications imposed by the Family Court Judges of Civil District Court (see “Qualifications for Panel Mediators”). This application, together with any supporting documents, will be reviewed by the Pilot Program Administrator(s) and/or the Family Court Judges. Forward the application to:

**Mark A. Myers  
Interim Program Administrator  
CDC Family Court Pilot Mediation Program  
RESOLUTIONS by Mark A. Myers P.L.C.  
1100 Poydras Street, Suite 2900  
New Orleans, LA 70163**

Any questions should be addressed to:

- Mark A. Myers                                    Tel. 504-564-7014                                    Email: myers24ma@aol.com  
    Fax 504-613-0503
  
- Stacey Williams Marcel                                    Tel. 504-581-9322                                    Email: aiswm@aol.com  
    Fax 504-754-7538

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TEL. \_\_\_\_\_ FAX. \_\_\_\_\_ EMAIL. \_\_\_\_\_

OFFICE HOURS: \_\_\_\_\_ FORMS OF PAYMENT ACCEPTED: \_\_\_\_\_

EDUCATION: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

LSBA Bar No. (if attorney): \_\_\_\_\_

Do you speak any of the following foreign languages?:

Spanish \_\_\_\_\_ French \_\_\_\_\_ Vietnamese \_\_\_\_\_ Other (specify)  
\_\_\_\_\_

**The undersigned mediation panel applicant certifies to the Court the following (initial each item):**

\_\_\_\_\_ I am qualified for referral of child custody/visitation mediation cases under LSA-R.S. 9:332 et seq. (see requirements at 9:334). (If you are a current member of the LSBA Official Mediator Registry as a Custody/Visitation Mediator, also check here: \_\_\_\_\_)

\_\_\_\_\_ I have at least three (3) years' experience in family law, family counseling, custody evaluation and/or family mediation in the state of Louisiana.

\_\_\_\_\_ I have a mediation conference facility in Orleans Parish.

\_\_\_\_\_ I agree to conduct court-referred mediations under the Court Referral Fee Schedule (see “Reduced Fee Mediation Sliding Scale”).

\_\_\_\_\_ I agree to have my information listed publicly in the Court’s roster of panel mediators.

\_\_\_\_\_ I agree to perform two (2) pro bono mediations annually for the Court.

\_\_\_\_\_ I agree to utilize the mediation procedures and mediation forms provided by the Court.

\_\_\_\_\_ I agree to any peer review and/or grievance procedures established by the Court.

\_\_\_\_\_ I agree to co-mediate with other mediators who are in training or need clinical education to maintain their mediator qualifications.

**Types of mediation cases and/or related services for which you are competent, qualified and willing:**

- \_\_\_\_\_ *cc* child custody/visitation – LSA-RS 9:334
- \_\_\_\_\_ *cs* child support (provide qualifications on separate sheet of paper)
- \_\_\_\_\_ *cp* community property issues (provide qualifications on separate sheet of paper)
- \_\_\_\_\_ *el* elder law (provide qualifications on separate sheet of paper)
- \_\_\_\_\_ *jm* juvenile mediation (provide qualifications under Art. 439 of Children’s Code on separate sheet of paper; if you are a current member of the LSBA Official Mediator Registry as a juvenile mediator, also check here: \_\_\_\_\_)
- \_\_\_\_\_ *ay* attorney to prepare post-mediation consent judgments
- \_\_\_\_\_ *ce* custody evaluator (provide qualifications on separate sheet of paper)
- \_\_\_\_\_ *pc* parenting coordinator (provide qualifications on separate sheet of paper)

**AFFIDAVIT**

State of Louisiana

Parish of \_\_\_\_\_

**BE IT KNOWN, that on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, AFTER BEING DULY SWORN, did personally appear: \_\_\_\_\_, who did depose and state the information contained in this application is accurate.**

\_\_\_\_\_  
**Mediator Applicant**

**Print Name:** \_\_\_\_\_

**Sworn to and subscribed before me, Notary Public, after due reading of the whole.**

\_\_\_\_\_  
**NOTARY PUBLIC**

***REFERENCES:***

**CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
 FAMILY COURT PILOT MEDIATION PROGRAM  
 REDUCED-FEE MEDIATION SLIDING SCALE**

*The hourly fee is based on 60 minutes' time. The first hour of any session is due and payable in full even if the parties suspend or terminate the session prior to the full hour. If a session goes beyond the first hour, an additional ½ hour pro-rated fee is charged; if the session goes beyond 30 minutes into the additional session, the full additional hour is charged. Fees are due at the time mediation services are provided. INCOME DOCUMENTATION (most recent income tax return; most recent W-2 forms; most recent pay stubs) IS REQUIRED TO QUALIFY FOR REDUCED-FEE MEDIATION SERVICES; otherwise, no reduced-fee service is allowed.*

<b>COMBINED GROSS INCOME</b>	<b>1 child</b>	<b>2 children</b>	<b>3 children</b>	<b>4+ children</b>
<i>Below \$ 20,000</i>	<i>\$ 70.00</i>	<i>\$ 65.00</i>	<i>\$ 60.00</i>	<i>\$50.00 hourly rate</i>
<i>\$ 20,001 - \$ 25,000</i>	<i>\$ 85.00</i>	<i>\$ 80.00</i>	<i>\$ 75.00</i>	<i>\$ 65.00 hourly rate</i>
<i>\$ 25,001 - \$ 30,000</i>	<i>\$ 100.00</i>	<i>\$ 95.00</i>	<i>\$ 90.00</i>	<i>\$ 80.00 hourly rate</i>
<i>\$ 30,001 - \$ 35,000</i>	<i>\$ 115.00</i>	<i>\$ 110.00</i>	<i>\$ 105.00</i>	<i>\$ 95.00 hourly rate</i>
<i>\$ 35,001 - \$ 40,000</i>	<i>\$ 130.00</i>	<i>\$ 125.00</i>	<i>\$ 120.00</i>	<i>\$ 110.00 hourly rate</i>
<i>\$ 40,001 - \$ 45,000</i>	<i>\$ 145.00</i>	<i>\$ 140.00</i>	<i>\$ 135.00</i>	<i>\$ 125.00 hourly rate</i>
<i>\$ 45,001 - \$ 50,000</i>	<i>\$ 160.00</i>	<i>\$ 155.00</i>	<i>\$ 150.00</i>	<i>\$ 140.00 hourly rate</i>
<i>\$ 50,001 - \$ 60,000</i>	<i>\$ 175.00</i>	<i>\$ 170.00</i>	<i>\$ 165.00</i>	<i>\$ 155.00 hourly rate</i>
<i>\$ 60,001 - \$ 70,000</i>	<i>\$ 190.00</i>	<i>\$ 185.00</i>	<i>\$ 180.00</i>	<i>\$ 170.00 hourly rate</i>
<i>\$ 70,001 - \$ 80,000</i>	<i>\$ 205.00</i>	<i>\$ 200.00</i>	<i>\$ 195.00</i>	<i>\$ 185.00 hourly rate</i>
<i>\$ 80,001 - \$ 90,000</i>	<i>\$ 220.00</i>	<i>\$ 215.00</i>	<i>\$ 210.00</i>	<i>\$ 200.00 hourly rate</i>
<i>\$ 90,001 - \$ 100,000</i>	<i>\$ 235.00</i>	<i>\$ 230.00</i>	<i>\$ 225.00</i>	<i>\$ 215.00 hourly rate</i>
<i>\$ 100,001 - \$ 150,000</i>	<i>\$ 260.00</i>	<i>\$ 255.00</i>	<i>\$ 250.00</i>	<i>\$ 240.00 hourly rate</i>
<i>\$ 150,001 - \$ 200,000</i>	<i>\$ 285.00</i>	<i>\$ 280.00</i>	<i>\$ 275.00</i>	<i>\$ 265.00 hourly rate</i>
<i>\$ 200,001 +</i>	<i>\$ 300.00</i>	<i>\$ 295.00</i>	<i>\$ 290.00</i>	<i>\$ 280.00 hourly rate</i>

**CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
 FAMILY COURT PILOT MEDIATION PROGRAM  
 QUALIFICATIONS FOR PANEL MEDIATORS**

For mediators to be considered for placement on the Panel Roster for court-referred child custody/visitation cases from Civil District Court, Parish of Orleans, under LSA-RS 9:332, the following qualifications must be certified to the Court:

- The mediator has a minimum of three (3) years' experience in family law, family counseling, custody evaluation, and/or family mediation in the state of Louisiana.
- The mediator is currently qualified for court-referred mediation cases under LSA-RS 9:332, et seq. [Any mediator listed in the current official Louisiana Mediator Registry (Custody/Visitation Mediators Section) maintained by the ADR Section of the Louisiana State Bar Association and has three (3) years' experience in #1 above is presumed qualified.]
- The mediator agrees to conduct mediations in an office/conference facility in Orleans Parish.
- The mediator agrees to conduct mediations under the Court's reduced-fee mediation sliding scale.
- The mediator agrees to be listed on the Panel Roster with qualification details, office location, office hours, forms of payment accepted, and other information deemed relevant by the Court.
- The mediator agrees to perform two (2) pro bono mediations annually for the Court.
- The mediator agrees to utilize the mediation forms and procedures provided by the Court.
- The mediator agrees to any peer review or grievance procedures established by the Court.
- The mediator agrees to co-mediate with other mediators who are in training or need clinical education to maintain their mediator qualifications

FORM 3: ORDER OF MEDIATION  
CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA

No. DIVISION “ ” DRS “ ”

\_\_\_\_\_  
VERSUS  
\_\_\_\_\_

FILED: \_\_\_\_\_

\_\_\_\_\_  
DEPUTY CLERK

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**ORDER OF MEDIATION**

IT IS HEREBY ORDERED that prior to the hearing in this matter, the parties shall attend mediation and shall make a good faith effort to amicably resolve the issues of custody and visitation. The parties shall attend a minimum of three(3) mediation sessions, unless all matters are amicably resolved in less than three (3) sessions.

IT IS FURTHER ORDERED that \_\_\_\_\_ is hereby appointed to serve as mediator in this matter. Each party shall contact the mediator at Tel: \_\_\_\_\_ within three days of receiving this Order.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the following parties will participate in the mediation process

Petitioner:

Defendant:

ADDRESS:

ADDRESS:

TELEPHONE:(h) (w)

TELEPHONE:(h) (w)

Attorney:

Attorney:

Address:

Address:

Telephone:

Telephone:

IT IS FURTHER ORDERED that each party shall cooperate in promptly scheduling and attending all mediation appointments. The failure of a party to promptly schedule and/or attend mediation appointments may subject that party to contempt proceedings.



IT IS FURTHER ORDERED that the costs of the mediation shall be shared equally unless parties agree on how to share the expenses. Each party reserves their right to ask the court to tax those costs as costs of the court. Each party shall bring their most recent tax return, W2 form, and current pay stub to the mediation to qualify for reduced fee mediation services; otherwise no reduced fee service is allowed.

IT IS FURTHER ORDERED that each party shall provide the mediator with any information and documentation requested by the mediator, unless the information or documentation is subject to attorney-client privilege.

IT IS FURTHER ORDERED that the mediator shall not be a witness, and the mediator's records shall not be subpoenaed or used as evidence.

IT IS FURTHER ORDERED that no subpoenas, citations, writs, or other process shall be served at or near the location of any mediation session, upon any person entering, leaving or attending any mediation session.

IT IS FURTHER ORDERED that the mediator shall file an Initial Report of Mediator to the Court and a Final Report of Mediator to the Court. Said Reports shall merely disclose whether and when parties appeared for the initial mediation session and whether the mediation terminated by a resolution of some of all of the issues, or impasse, or a determination by the mediator that the case is not appropriate for mediation.

IT IS FURTHER ORDERED that the mediator shall prepare a Memorandum of Understandings as to all matters resolved in mediation, pursuant to La. R.S. 9:332(B).

New Orleans, Louisiana this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
JUDGE

Please serve the parties with petition or motion filed.

Please email or fax to the mediator, \_\_\_\_\_ at \_(\_\_\_\_)\_\_\_\_\_  
at \_\_\_\_\_@\_\_\_\_\_.

**PLEASE FAX OR EMAIL A COPY TO MARK MYERS  
504-613-0503 OR myers24ma@aol.com**

FORM 4: INFORMATION SHEET AND INSTRUCTIONS TO PARTIES FOR CDC  
MEDIATION

**CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
INFORMATION & INSTRUCTIONS TO PARTIES  
IN FAMILY COURT PILOT MEDIATION PROGRAM**

The Family Court Judge has ORDERED your case to family mediation, a cooperative process in which a neutral third party, the Mediator, meets with divorcing parents and assists them in identifying the facts and issues of their parenting disagreements. The mediator helps the parents identify options and alternatives to resolve their disagreements. This process focuses on the practical issues of child custody, visitation and other issues raised by the parties. The Mediator guides the parents to look to the future, not the past. Mediation encourages the parties to become involved and to cooperate and to make their own decisions on how they will continue to parent their children. Louisiana law provides for privileged or confidential communication in court referred mediation. The parties will contract with each other and with the mediator to keep the mediation discussions confidential. Unlike the Judge, who has the authority to render a binding decision in your case, the Mediator has no such power and does not render a decision. The Mediator will not be allowed to testify in court as a witness. Instead, the Mediator assists you in working out an agreement that best fits your needs. The Mediation process is informal and the parties, not the Mediator, maintain control over the outcome.

The length and costs of your Mediation depends on how long it will take the parties to reach what they believe to be their fairest and most constructive agreement possible. A comprehensive custody and visitation Mediation generally requires between 3 – 5 meetings, but the actual length of your Mediation will depend on the willingness of the parties to cooperate, consider options, and explore agreements. Court-Ordered Mediations under this program are handled on a reduced-fee sliding scale (see attached) and participants must bring copies of their most recent tax returns or most recent W-2 forms, and their most recent pay stubs to verify income for purposes of determining the Mediation fee. The Mediation fee is due at the beginning of each session. Generally, the participants share the costs of the Mediation, with each party having financial responsibility to promote a balanced commitment to steady progress in the Mediation process.

The value of Mediation is that, in addition to the financial and emotional savings, participants are able to fashion their own agreements which are sensitive and responsive to their desired outcomes. A successful Mediation will produce a plan of custody and visitation that you have created in terms that you can understand and support, creating a cooperative atmosphere for performance of the terms of the agreement in the future. Over 80% of Mediation cases reach a successful agreement. The mediator may indicate to you his/her concurrence or nonconcurrence with the settlement decisions you have made. Only in those rare cases where the mediator cannot concur with your intended settlement decisions will there be a statement of nonconcurrence. In the event that no agreement is reached in Mediation, the parties simply return to Court as though the Mediation process had not occurred. However, all discussion and materials in the Mediation are confidential and not admissible later in Court.

The Panel of Approved Family Court Mediators are professionals such as attorneys, psychiatrists, psychologists, social workers, marriage and family counselors, professional counselors, or clergy who have completed specialized training and have experience in the Mediation of child custody and visitation disputes as required by state law.

Now that you have your MEDIATION ORDER, you must do the following:

1. Immediately contact your assigned Mediator (within 3 days of the Order) at the telephone number provided to you in the Order;
2. Cooperate with the Mediator and your co-parent to schedule your Mediation sessions;
3. Bring your latest tax return, W-2 form(s) and your most recent pay stub to the first session;
4. Provide all information and documents requested by your Mediator.
5. Bring your memorandum of agreement to court on your assigned court date if you reach an agreement in mediation.

FORM 5: AGREEMENT TO MEDIATE

**AGREEMENT TO MEDIATE**

The undersigned parties, having agreed and/or been court-ordered to participate in a mediation to be conducted by \_\_\_\_\_ (“mediator”), for the purpose of compromising, settling and/or resolving disputed claims, hereby agree as follows:

6. **Mediation Proceedings:** Mediation is a voluntary process in which the parties and/or their counsel agree to meet with a neutral mediator to assist them in settling their dispute. The mediator will assist in the process of communication, articulation, and understanding between the parties who, at all times, remain in control of the mediation process and any agreements reached. The parties fully understand and acknowledge that the mediator is a neutral facilitator of the mediation process.
7. **Authority of the Mediator:** During the course of the mediation, the mediator is authorized to conduct joint and separate meetings with the parties and/or counsel and, at his discretion, to discontinue the mediation. The parties understand and specifically acknowledge that the mediator is not acting as an attorney or advocate for any party and that any recommendations and/or statements of the mediator do not constitute legal advice. The parties further acknowledge that they have been advised by the mediator to seek and rely on the advice of their own counsel in connection with any settlement proposal or agreement in this matter. The parties agree that the mediator is authorized to report to the court concerning the process of the mediation.
8. **Confidential and Privileged Nature of Mediation Proceedings:** All communications, written or oral, made in connection with the mediation are confidential and shall not be disclosed to anyone without specific authority of the parties involved. All documents submitted for the mediation will either be returned to the submitting party or destroyed by the mediator at the conclusion of the mediation. Neither the confidential mediation conference statements nor communications of any kind made in the course of the mediation may be used by any party with regard to any aspect of subsequent/concurrent litigation or trial concerning the issues involved in the mediation. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its disclosure or use during the mediation proceedings. Evidence that the parties have entered into a written mediated settlement agreement may be disclosed and is admissible to the extent necessary to enforce the settlement.
9. **Exclusion of Mediator Testimony and Limitation of Liability:** The mediator shall not be subpoenaed or otherwise compelled by any party, or any person acting on behalf of any party, to testify in any civil proceeding and shall not be required to provide a declaration or finding as to any fact relating to the mediation proceeding or the dispute which is the subject of said mediation proceedings. The party on whose behalf any such effort is made to compel testimony agrees to pay all legal costs incurred by the mediator in protecting and enforcing this exclusion provision. The mediator shall not be liable to any party for any act or omission in connection with the mediation proceedings conducted pursuant to this Agreement.
10. **Mediator’s Services and Compensation:** The mediator’s services shall include attendance at mediation conferences and, if required, preparation of any agreements and/or memoranda of understanding, between the parties. The mediator shall be compensated at the rate of \$\_\_\_\_\_ per hour, charged in 1/4 hour increments. The parties shall share the mediator’s fees equally unless otherwise indicated here:  

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Compensation is due at the time services are provided.
11. **Filing of Pleadings during Mediation:** During the course of the mediation process, the parties agree not to institute any court action or litigation, discovery or other legal processes pertaining to custody or visitation issues without first discussing such intentions in mediation.

12. **Warranties of Mediator:** The parties agree that the Mediator does not make any representation, warranties, promises or other undertaking except those contained in this agreement, including but not limited to , any warranty or promise that the parties will resolve their dispute or successfully mediate any or all of the issues that were the subject of the mediation. The Mediator does not have any authority to make any binding decisions or recommendations or to complete the making of an agreement or enforce any agreement. Accordingly, the parties release the Mediator from any and all claims arising out of any agreement made by them as a result of the mediation process pursuant to this agreement and agree to indemnify and hold harmless the mediator from any loss or damage, including court costs and attorney’s fees, resulting from any such claim.
  
13. **Termination of Mediation:** The mediation will terminate either by resolution of the issues, completion of the court mandated minimum number of sessions or a decision by the mediator that the mediation would lead to an unjust or unreasonable result or that further mediation would not be appropriate.
  
14. **Counter party Execution; Binding on Representatives:** This Agreement may be executed in any number of counterparts which when taken together shall constitute one fully-executed Agreement. This Agreement when so executed shall inure to the benefit of and be binding on the undersigned parties as well as their respective representatives or other persons they have caused to be present during these mediation proceedings (\*except the liability for payment of services shall be limited to the parties themselves).

**PARTIES:**

By: \_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
(print name) (print name)

By: \_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
(print name) (print name)

**COUNSEL/REPRESENTATIVE(S)**

By: \_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
(print name) (print name)

By: \_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
(print name) (print name)

FORM 6: INITIAL REPORT OF MEDIATOR TO COURT  
**CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA**

No. \_\_\_\_\_ DIVISION “” DRS “”

\_\_\_\_\_  
**VERSUS**

**FILED:** \_\_\_\_\_ **DEPUTY CLERK**

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**INITIAL REPORT OF MEDIATOR TO THE COURT**

TO: THE HONORABLE \_\_\_\_\_  
\_\_\_\_\_ Room \_\_\_\_  
\_\_\_\_\_, LA 70\_\_\_\_

NOW INTO COURT, comes the Court-Appointed Mediator, \_\_\_\_\_, who, accepting this Honorable Court’s appointment as mediator in the captioned matter, confirms and accepts that the parties and this Honorable Court must have complete confidence in his/her impartiality. Therefore, the undersigned mediator discloses herein any past or present relationship(s) with the parties or their counsel, direct or indirect, whether financial, professional, social, or of any other kind. If any relationship arises during the course of the mediation process, the undersigned mediator will also disclose that. In the event of any doubt regarding whether the mediator should disclose, disclosure will be made.

\_\_\_\_\_ I have nothing to disclose.  
\_\_\_\_\_ I hereby disclose the following:

\_\_\_\_\_  
MEDIATION CONFERENCE(S) SCHEDULED: The above-captioned Court-Ordered  
Mediation conferences have been scheduled for \_\_\_\_\_

Respectfully submitted:

\_\_\_\_\_  
Mediator  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State, Zip  
\_\_\_\_\_  
Telephone Date of Report

**CERTIFICATE OF SERVICE**

I certify that I have served a copy of this Mediator’s Initial Report on the following parties by email , fax and/or United States Mail, properly addressed and postage prepaid, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Plaintiff/Mover	Defendant/ Respondent
_____ Address:	_____ Address:
_____ Plaintiff’s Attorney	_____ Defendant’s Attorney

\_\_\_\_\_  
Court-Appointed Mediator  
**PLEASE FAX OR EMAIL A COPY TO MARK MYERS  
504-613-0503 OR myers24ma@aol.com**



FORM 8: MEMORANDUM OF AGREEMENT  
CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA

No.

DIVISION “ ”

DRS “ ”

\_\_\_\_\_  
VERSUS  
\_\_\_\_\_

FILED: \_\_\_\_\_

\_\_\_\_\_  
DEPUTY CLERK

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**MEMORANDUM OF AGREEMENT REACHED IN MEDIATION**

This matter came before the court on the \_\_\_\_\_ day of \_\_\_\_\_,  
201\_\_\_\_.

The Court appointed \_\_\_\_\_ as mediator and the following agreements  
were reached by the parties in mediation on \_\_\_\_\_ and \_\_\_\_\_:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The mediator does not represent either of the parties and is not allowed to give legal advice. This agreement is not binding until submitted to the court or the counsel of the parties to confirm in court that this is the agreement of the parties as to issues before the court.

\_\_\_\_\_  
Plaintiff/Mover  
Address:

\_\_\_\_\_  
Defendant/ Respondent  
Address:

\_\_\_\_\_  
Plaintiff's Attorney

\_\_\_\_\_  
Defendant's Attorney

\_\_\_\_\_  
Plaintiff's Attorney Bar Code

\_\_\_\_\_  
Defendant's Attorney Bar Code





**FORM 9: NOTARIZED CONSENT JUDGMENT  
CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS  
STATE OF LOUISIANA**

**No.**

**DIVISION “ ”**

**DRS “ ”**

\_\_\_\_\_  
**VERSUS**  
\_\_\_\_\_

**FILED:** \_\_\_\_\_

\_\_\_\_\_  
**DEPUTY CLERK**

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**CONSENT JUDGMENT**

This matter was set for hearing on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and the following Consent Judgment is submitted by all parties hereto.

When, after considering the pleadings, memorandum of agreement reached in mediation, and law and the court being satisfied that the stipulations are fair and equitable and are to be made the Judgment of this Court, and the Court being satisfied that all requisite jurisdictional and procedural requirements are met, wherefore,

IT IS ORDERED that the attached memorandum of agreement reached in mediation is hereby accepted by the Court and made a judgment of this court.

SWORN TO AND SUBSCRIBED, before me, the undersigned notary public in the presence of the in the presence of the undersigned competent witnesses who sign with appearers and me, Notary, after due reading of the whole at \_\_\_\_\_, Louisiana on this \_\_\_\_ day of \_\_\_\_\_, 2013.

WITNESSES:

\_\_\_\_\_  
Name: Plaintiff

\_\_\_\_\_  
Name:

\_\_\_\_\_  
**NOTARY PUBLIC**

SWORN TO AND SUBSCRIBED, before me, the undersigned notary public in the presence of the in the presence of the undersigned competent witnesses who sign with appearers and me, Notary, after due reading of the whole at \_\_\_\_\_, Louisiana on this \_\_\_\_ day of \_\_\_\_\_, 2007.

WITNESSES:

\_\_\_\_\_  
Name: Defendant

\_\_\_\_\_  
Name:

\_\_\_\_\_  
**NOTARY PUBLIC**

JUDGMENT, READ, RENDERED, AND SIGNED in New Orleans, Louisiana on  
this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
JUDGE

\_\_\_\_\_  
Plaintiff/Mover  
Address:

\_\_\_\_\_  
Defendant/ Respondent  
Address:

\_\_\_\_\_  
Plaintiff's Attorney

\_\_\_\_\_  
Defendant's Attorney

\_\_\_\_\_  
Plaintiff's Attorney Bar Code

\_\_\_\_\_  
Defendant's Attorney Bar Code

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FORM 10: CLIENT EVALUATION

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

No. \_\_\_\_\_

DIVISION “ ”

DRS “ ”

\_\_\_\_\_  
VERSUS  
\_\_\_\_\_

FILED: \_\_\_\_\_

\_\_\_\_\_  
DEPUTY CLERK

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PLEASE FILL OUT THIS EVALUATION AND PLEASE FAX OR EMAIL A COPY TO MARK MYERS AT 504-613-0503 OR myers24ma@aol.com

**Client Evaluation of  
Mediation**

- Please take a moment to complete the following survey.
- This information will be used to let the mediator know about your experience with mediation.
- With your help, we can ensure that the quality of mediation services continues to improve  
Today's Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

How would you rate your experience in mediation?

	Excellent	Good	Fair	Poor	Does Not Apply
The mediation process was clearly explained	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
You were able to convey your concerns and ideas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
It moved quickly, but you did not feel rushed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
You were able to talk about issues important to you	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Everyone was treated with respect	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The process helped to make the issues clear	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Everyone seemed to have an equal chance to speak	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The parties worked together to solve problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The parties worked together to make agreements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- Please use the back of the page to share any comments you may have about the mediation process or the mediator.
- What did you like best? Least?

**C. SUGGESTED STATEMENT BY THE COURT TO THE PARTIES**

You as parents know more about your children than any two lawyers and any one judge can ever know. You are more able to see which parenting agreements will be in the best interest of your children and will be practical to implement given your other responsibilities.

Marriage is a contract which the law can dissolve, but parenthood is an ongoing relationship that does not end with divorce. Your children need to be members of two households now, and the two of you need to design a plan for them which will allow them to continue their relationship with each of you.

It is your responsibility to make appointments with the mediator and to complete the mediation before returning to court. The mediator will write down your agreement and each of you will ask your attorneys to review the agreement before you bring it to court.

The fee for mediation is set according to a sliding scale based upon the combined gross income of the two parties. You will be asked to bring your current pay stub and your latest W-2 form to the first session of mediation in order for the mediator to set the fee. The fee is due at the beginning of each session.

If you are unable to make an agreement in mediation, the judge will make decisions about the disputed matters when you return to court.

## **D. INSTRUCTIONS TO MEDIATORS**

### **1. FIRST CONTACT**

You will be called by one or both parties referred by the court. Because the parties may not understand the referral system well, first you have to ascertain which division of the court has referred them and whether or not both parties have been served with the Order.

### **2. EXPLAIN THE PROCESS**

Although the parties should have received some explanation of mediation and the court referral system prior to reaching you, you should assume that they will need a great deal of explanation regarding mediation in general and the requirements of the court's program in particular. You should explain the process and benefits of mediation and the court's mandatory mediation program. The parties are ordered to attend at least **three** sessions of mediation to try to settle custody and visitation issues (unless they are able to settle in fewer than four sessions) prior to being heard before the court. If an agreement is reached, the parties may submit a consent judgment to the court on the visitation and custody issues.

### **3. SETTING THE FEE**

Explain to the parties that they are required to bring their most recent W-2 forms and their most recent paycheck stubs so that you can determine the fee for each session according to the sliding scale. The combined gross income of the two parties is used to determine the fee. The parties can either split the fee evenly or decide on some other arrangement as the first issue of mediation.

### **4. NECESSARY DOCUMENTS**

Instruct the parties to bring copies of court documents (in particular, the case caption with the case number) so that you can adequately complete the report forms for the court. You will need the name of the court, the case number and the name of the judge, as well as the full names of the parties.

### **5. SCHEDULING THE FIRST SESSION**

Both parties are supposed to contact the mediator based on the information on the Order of Mediation. Remember one of the parties may delay in contacting you since they have to be served with the Order of Mediation. You may receive a call from one party

only. It is up to you to decide whether you will ask the first party to contact the second party or call the second party yourself to arrange the first session. It is important that you try to schedule the first session as soon as possible and subsequent sessions in a timely fashion. You should make your scheduling procedures clear to the parties. You should start the mediation before the scheduled court hearing .

**6. AGREEMENT TO MEDIATE**

At the first session, have the parties sign the Agreement to Mediate provided with forms before the mediation starts.

**7. INITIAL REPORT FORM**

Following the first session, complete the Initial Report form and send it to the appropriate judge (see addresses below). Be sure to keep a copy for your records. In some cases, you may want to send in the Initial Report form even though you have not completed the first session of mediation, for example, if the session is scheduled and one or both parties do not appear, if one party refuses to cooperate in scheduling the session, etc.

**8. FINAL REPORT FORM**

At the conclusion of the final mediation session, send the Final Report form to the judge. If it becomes apparent that the parties are not returning for further sessions as required, send the Final Report form after a reasonable period of time (usually not more than 30 days) has passed. Both the Initial and Final Report forms are intended to convey limited information to the court; do not send a copy of the agreement or any other information about the mediation to the court.

**9. OTHER ISSUES**

Only custody and visitation issues will be ordered to mediation, but parties are free to mediate any other matters they wish.

**10. ALLEGATIONS OF ABUSE**

In the event there are serious allegations of physical or sexual abuse of a child, report the information to the Office of Child Protection. It is not your responsibility to determine whether any claim of abuse is legitimate. In the event of serious allegations of spousal abuse or fear for personal safety, you must make a judgment whether the mediation should continue. In any case, you must send the final report form indicating that mediation is not appropriate in these cases.

**E. TYPICAL ISSUES FOR CONSIDERATION IN CUSTODY CASES:**

**Custody:**

Sole custody or joint custody?

**Domiciliary parent:**

Who will be named domiciliary parent or can it be omitted?

**Visitation:**

When will the children spend regular, ongoing time with each parent?

**Holidays:**

Will holidays be shared or alternated?

**School vacation time:**

Will children's school vacations be shared?

**Birthdays:**

How will everyone's birthdays be shared?

**Mother's/Father's Day:**

How will these days be shared?

**Summer:**

Will each parent spend more time with the children during the summer months?

**Vacations:**

Will vacation time with the children be scheduled for each parent?

**Telephone access:**

What access will each parent have to the children when they are at the other parent's home?

**Communication:**

Will parents agree to communicate with each other about children's activities? Will parents agree not to schedule activities with children on the other parent's time? Will parents agree not to discuss activities with children before parents have discussed them between themselves?

**Moving:**

Are there any restrictions on either parent moving with the children?

**Child Support:**

How much? Will children's other expenses be shared?

**Medical and Dental Decisions:**

How will decisions be made about medical and dental care? Who will provide the children with medical insurance? How will premiums, deductibles, and uncovered medical expenses be paid?

**Education:**

How will decisions be made and how will costs be met? How will parents keep each other informed of school related activities? Will both parents agree to attend school activities and to be courteous with each other on these occasions?

**Extra Curricular Activities:**

How will decisions be made and how will costs be met? How will parents keep each other informed of scheduled activities?

**Out of Town:**

Is it necessary to give the other parent notice if taking the children out of town? What time frame? What information needs to be shared?

**Income Tax:**

Who will take the children as a deduction?

**Illness:**

Who will care for children? What will the other parent's access be? How will parents inform each other of an illness?

**Child Care:**

If a babysitter is needed, will the other parent be given the right of first refusal?

**Transportation:**

Will parents share in transporting children between the two homes?

**Religious Upbringing:**

What religion and what religious training will children receive?

**Involvement With Other Adults:**

Will parents agree to use good judgment and discretion in bringing other adults into children's lives? Should any boundaries be set?

**Parenting Information:**

Will parents agree to keep each other informed of address and telephone changes?

**Change of Routine:**

Will parents agree to be flexible about restructuring visitation time whenever it is necessary?

**Future Mediation:**

Will parents agree to return to mediation before taking any court action if future disputes cannot be resolved?