

STELLA KAVOUKIAN MSW, RSW

ACKNOWLEDGEMENT, CONSENT AND WAIVER (MEDIATION)

1. MANDATE:

- a) I consent to participate voluntarily in a closed mediation process with Stella Kavoukian MSW, RSW with respect to parenting issues regarding:
 - b) (Name of Child/ren)
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- c) I acknowledge that the mediator is an impartial third party whose role is to assist the clients to negotiate a Parenting Plan with respect to these issues and important decisions.

2. PROCEDURE

- a) The mediator will meet with the parents for joint sessions and on occasion individual sessions in an effort to bring about a Parenting Plan.
- b) 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 third parties will be discussed with the parents beforehand.
- c) Neither parents nor anyone acting on their behalf will take any fresh steps in the legal proceedings between the parents with respect to those issues that are being mediated.

3. DISCLOSURE

It is agreed that the parents will:

- a) Make full disclosure of all relevant information reasonable required for the Mediator to understand the issues being mediated;
- b) Execute any Releases of Information necessary for the Mediator to obtain relevant information.

4. 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.
- b) The mediator may disclose information with the written consent of both of the parents to a third party (ie: a lawyer).

5. REPORTING

- a) If the parents reach a Parenting Plan 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.
- b) If the parents fail to agree on one or more issues it is understood that:
- c) Anything said or and admission or communication in the course of the mediation is not admissible in any legal proceeding;
- d) The Mediator will not be called as a witness by or on behalf of either parent in any legal proceeding. I waive my right to subpoena the mediator, records, notes, correspondence or similar documents relating to the mediation process at any time during or subsequent to the mediation
- e) If the parents do not reach a Parenting Plan on any specified issue that will be reported by the Mediator to the lawyers.

6. INDEPENDENT LEGAL ADVICE

- a) Parenting Plans are not signed in the Mediator's office. The parents are strongly advised to obtain independent legal advice. The Parenting Plan is most often attached to the larger Separation Parenting Plan negotiated through the lawyers and is signed as part of that process with independent legal advice.

7. POLICIES AND FEES

- a) The hourly rate is \$_____.
- b) Fees are applied to all time expended in any/all professional activities, including administrative matters associated with the mediation, emails of a substantive nature, travel (ie: Collaborative meetings) and drafting.

- c) Payments are made at the time of the session and receipts will be issued upon payment.
- d) A retainer will be requested prior to the drafting of the Parenting Plan. The Parenting Plan will not be released until all outstanding professional fees related to the mediation have been paid in full.
- e) If you have to cancel a session, the Mediator requires, 48 hours before your appointment, to avoid being charged the normal fee for a missed session. The parents shall each be responsible for bills arising from his/her own cancellation.
- f) If you are participating in the Collaborative Process you may be asked to provide a retainer of \$1,000 (total retainer of \$2,000).

8. TERMINATING THE MEDIATION

It is understood that either of the clients may terminate the mediation process at any time.

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 Parenting Plan being reached is unreasonable

I am signing below to indicate that I read, understood, and agree to the terms outlined above.

DATED at Toronto, this _____ day of _____ 20__

Mother

Father

Stella Kavoukian MSW, RSW