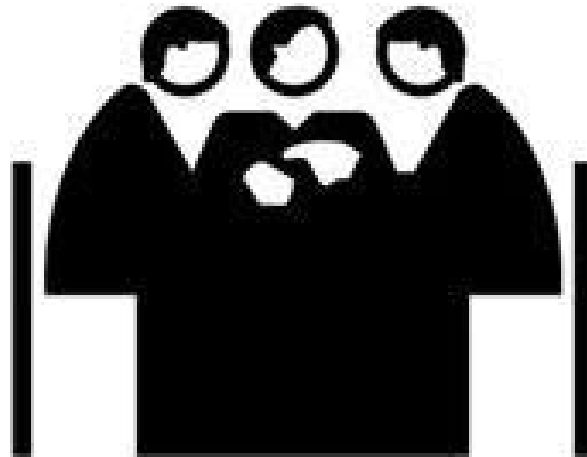


ALAPAHA JUDICIAL CIRCUIT ADR PROGRAM



**HANDBOOK
FOR NEUTRALS**

NEUTRAL HANDBOOK
ALAPAHA JUDICIAL CIRCUIT
ADR PROGRAM

This handbook was created to assist you as a certified neutral in the Alapaha Judicial Circuit Alternative Dispute Resolution Program. The Handbook contains the Alapaha Judicial Circuit ADR Order, ADR Procedures, Responsibilities of Neutrals, Ethics Code, Good Faith Form, and other forms which you will need as you participate in our Program.

We hope that you will find this information beneficial in your work as a neutral. If you have any questions regarding the following information, please contact the ADR office.

Alapaha Judicial Circuit
Alternative Dispute Resolution Program
PROCEDURES

SUPERIOR COURT ADR PROCEDURES ALAPAHA JUDICIAL CIRCUIT

GENERAL POLICY:

This program is hereby established for the purpose of providing alternatives to litigation for parties involved in civil cases, and specifically all contested domestic relations and personal injury cases, filed in the Superior Courts of Atkinson, Berrien, Clinch, Cook and Lanier Counties, all in the Alapaha Judicial Circuit. Other civil cases from Superior, State, Probate, or Magistrate Court may be referred on a case by case basis.

DEFINITIONS:

Alternative Dispute Resolution/ADR: refers to any method other than litigation for resolution of disputes. Alternative dispute resolution methods include mediation, arbitration, early case evaluation or early neutral evaluation, summary jury trial, and mini-trial.

Arbitration: The reference of a dispute to Neutral or panel of neutrals who issue an award after a hearing at which both parties have an opportunity to be heard. Arbitration differs from ADR in that an arbitrator or panel of arbitrators renders a decision after hearing an abbreviated version of the evidence. The parties agree in advance whether to abide by the arbitrator's decision ("binding arbitration"). In non-binding arbitration, either party may demand a trial within a specified period.

Case Evaluation or Early Neutral Evaluation: A process in which a lawyer with expertise in the subject matter of the litigation acts as a neutral evaluator of the case. Each side presents a summary of its legal theories and evidence. The evaluator assesses the strength of each side's case and assists the parties in narrowing the legal and factual issues in the case. This conference occurs early in the discovery process and is designed to "streamline" discovery and other pretrial aspects of the case. The early neutral evaluation of the case may also provide basis for settlement discussions.

Mediation: a process in which a neutral ("Neutral") facilitates settlement discussions between parties. The neutral has no authority to make a decision or impose a settlement upon the parties. The neutral attempts to focus the attention of the parties upon their needs and interests rather than upon rights and positions. Although in court-annexed or court-referred mediation programs the parties may be ordered to attend a mediation session, any settlement is entirely voluntary. However, all parties are ordered to negotiate in good faith and to make a good faith effort to settle all or any of the issues [as amended 1999]. In the absence of settlement the parties lose none of their rights to a jury trial.

Mediator: an impartial person who, at a definite time and place, with all parties present, facilitates communication between the parties to achieve a mutually agreeable settlement or understanding.

Mini trial: The mini trial is similar to the summary jury trial in that it is an abbreviated trial usually presided over by a neutral. Attorneys present their best case to party representatives who have authority to settle. Generally, no decision is announced by the neutral. After the hearing, the party representatives begin settlement negotiations, perhaps calling on the neutral for an opinion as to how a court might decide the case.

Neutral: an impartial third party trained to facilitate discussions and dispute resolution between disputants in ADR, case evaluation or early neutral evaluation, and evaluation, or who presides over a summary jury trial or minitrial. Thus, mediators, case evaluators, and arbitrators are all classified as "neutrals".

Summary Jury Trial: A non-binding abbreviated trial by mock jurors ("advisory jury") chosen from the jury pool. A judge or magistrate presides. Principals with authority to settle the case attend. The advisory jury verdict which results is intended to provide the starting point for settlement negotiation.

The summary jury may explain their decision to the participants and respond to party's questions.

RULE 1. REFERRAL TO ADR

(a) Except as hereinafter provided, all contested domestic relations cases and personal injury cases shall be referred to ADR. Likewise, any contested civil matter may be referred to ADR by consent of the parties or by court order. Parties may be ordered to appear for an ADR conference. Compliance does not require that the parties reach a settlement. However, all parties are ordered to negotiate in good faith and to make a good faith effort to settle all or any of the issues [as amended 1999]. Cases shall be screened by the judge or the ADR Office to determine:

- (1) Whether the case is appropriate for mediation or some other form of dispute resolution;
- (2) Whether a party requesting a fee reduction or waiver is eligible for such;
- (3) Whether a need for emergency relief makes referral inappropriate until the request for relief is heard by the court.
- (4) If a case involves issues of domestic violence, the ADR office shall screen cases for domestic violence issues utilizing the "Guidelines for Screening for Domestic Violence By the Court and the ADR Program" approved by the Georgia

Commission on Dispute Resolution on April 4, 1996, and as amended by the Commission from time to time. A questionnaire eliciting the information set forth in Phase I of the Guidelines shall be completed by the parties and filed with the ADR office. If the questionnaire is not completed and filed, the ADR office shall contact the attorney for the party, or, if pro se, the party, and conduct either a telephone or face to face interview.

(b) Previous Participation in ADR. If the parties have submitted the dispute to ADR with a neutral who is registered with the Georgia Commission on Dispute Resolution prior to filing suit, the court will not require that the parties submit the case to ADR a second time if that neutral certifies to the ADR Director that the parties have participated in ADR.

(c) Expedited Sessions. The ADR Director has the authority to expedite a dispute resolution session for the purpose of obtaining immediate temporary relief where good cause is shown. Such a request must be made in writing and filed with an ADR Initiation Form, a copy of the complaint and a statement by the party that immediate relief is necessary.

(d) Request for ADR. Any party to a dispute may request that the court refer the case to ADR or request that a matter referred to the ADR process be referred to another ADR process if available.

(e) Effect of Referral Upon Process of the Case. The scheduling of a case for an ADR conference shall not remove the case from assignment to a judge, interfere with discovery, nor serve to postpone scheduled motions before the Court. The Court may refer the matter to ADR prior to any hearings before the court.

(f) Interim or Emergency Relief. A party may apply to the court for interim or emergency relief at any time. ADR shall continue while such a motion is pending absent a contrary order of the court or a decision of the parties to adjourn pending disposition of the motion. Time for completing any ADR process shall be tolled during any periods where it is interrupted pending resolution of such a motion.

(g) If court personnel other than judges are involved in ADR referral decisions, these individuals will receive appropriate training and will work within clearly stated written policies, procedures and criteria for referral.

(h) The Court may impose a users' fee upon any party participating in ADR who has not paid a filing fee surcharge at the time the action was filed.

RULE 2. TIMING OF ADR PROCESS

DOMESTIC RELATIONS AND PERSONAL INJURY CASES

(A) Initiation of ADR Process. Although the referral of all contested domestic relations cases and of all personal injury cases begins with the filing of such case, ADR initiation is the responsibility of the parties and should be implemented as follows:

(i) If a contested Domestic Relations case remains unsettled one hundred and eighty (180) days after the filing date, a mediation conference shall then be scheduled to take place within thirty (30) days. Exceptions may be granted by the ADR Director for good and sufficient reason established, or by order of the Court. The ADR Office must be notified once the conference is scheduled, and must be provided a report of the outcome of the conference [as amended 2008].

(ii) If a personal injury case remains unsettled one hundred and eighty (180) days after the date the answer is due, a mediation conference shall then be scheduled to take place within thirty (30) days. Exceptions may be granted by the ADR Director for good and sufficient reason established, or by order of the Court. The ADR Office must be notified once the conference is scheduled, and must be provided a report of the outcome of the conference [as amended 2008].

OTHER GENERAL CIVIL CASES

Other cases may be referred by agreement of all parties or by sua sponte Order of the court.

NOTICE

(1) If the parties do not select a neutral, the ADR Office will notify the attorney(s) indicated on the ADR Initiation Form of the assigned neutral's name, address and telephone number. If a party is pro se, the notice will be mailed directly to the party.

2) If the parties do not schedule an initial ADR conference, the ADR Office will schedule a conference and notify the attorney(s) indicated on the ADR Initiation Form of the scheduled conference. Any conflicts of interest must be reported to the ADR Office for reassignment.

RULE 3. EXEMPTION OR EXCLUSION OF CASES FROM ADR

(a) Any party to a dispute referred to ADR may petition the court to exclude the case from ADR if:

(1) The issue to be considered has been previously mediated by a neutral who is registered with the Georgia Commission on Dispute Resolution in accordance with Rules 4 and 5 herein;

(2) The issue presents a question of law only;

(3) Other good cause is shown before the judge to whom the case is assigned.

RULE 4. SELECTION OF THE NEUTRAL

(a) The neutral selected shall be registered with the Georgia Office of Dispute Resolution and with the ADR Office. A list of neutrals may be obtained from the ADR Office. The parties scheduling the ADR conference shall notify the ADR Office of the name of the neutral, and the scheduled date, time and place for the ADR conference [*as amended June 2008*].

(b) If no neutral has been selected as provided in (a) above, the ADR Office will assign a neutral to the case. The ADR Director will select program neutrals from those neutrals who are registered with the Georgia Office of Dispute Resolution and with the ADR Office. The number of neutrals used for assignment purposes may be limited as the case load requires and may be evaluated and approved by the program prior to being added to the list. Those selected shall be appointed cases on a rotation basis, unless the ADR office determines that circumstances require special selection.

(c) Disqualification of a Neutral. Any party aware of a conflict between a neutral and a party may notify the ADR Office and request a qualified replacement.

RULE 5. NEUTRAL QUALIFICATIONS FOR SERVICE IN THE PROGRAM

(a) The qualifications for service as a neutral in the program shall be determined by the Supreme Court Alternative Dispute Resolution Rules and these rules. The program will maintain a roster of neutrals that may be chosen for service in the program. Neutrals serving in the program will be evaluated by the program on an ongoing basis.

(b) All neutrals shall attend an orientation program given by the Superior Courts of the Alapaha Judicial Circuit.

(c) All neutrals shall attend continuing education seminars as prescribed by the Supreme Court Rules from time to time.

(d) Pro Bono Requirement. Before being placed on the roster of program neutrals, a neutral must agree to provide pro bono hours on a rotation basis established by the Court, to defray ADR costs for parties with limited ability to pay.

RULE 6. COMPENSATION OF NEUTRALS

(a) Fees. Where the parties have selected a neutral, they are encouraged to agree upon compensation at or before the first ADR conference. Relevant factors to be considered in determining an appropriate fee include the complexity of the case, the degree of skill necessary to mediate, evaluate or arbitrate the dispute, and the ability of the parties to pay.

This fee provision may be altered by amendment, court order, or where emergency relief is requested by the Chief Judge.

(b) The ADR Director shall maintain a list of registered neutrals. From this list, neutrals will be selected for cases referred to the ADR Program in this circuit [*as amended June 2008*].

(c) The amounts charged and to be charged by a neutral in any case referred to ADR under this program shall be subject to approval or disapproval by the Chief Judge of the Alapaha Judicial Circuit.

(d) The parties in the ADR process shall be responsible for the payment of the neutral's fee, which shall be equally divided between the parties, unless otherwise agreed to or unless otherwise ordered by the presiding Judge.

(e) Satisfactory arrangements for payment of the neutral's fee shall be made between the parties and the neutral. The ADR Office shall not be liable or responsible for payment of any fee.

(f) Fee Waiver or Reduction. A party may petition the ADR Office for a fee reduction or waiver where circumstances warrant. Any such request must be accompanied by a properly executed Poverty Affidavit. Once a waiver application is granted or denied, the ADR Director shall notify the affected party, or if represented, their attorney. An Approval Form will be provided to applicants (or their attorney) who are granted a waiver of fees. The Approval Form is to be provided to the neutral on the date of the mediation. The neutral is then to submit a request for compensation of the indigent party's portion of the mediation fees directly to the Alapaha ADR Program, along with the Mediation Report and Administrative Fee. The ADR Director will submit the payment request to the Chief Judge, and upon receipt by the ADR Director of a Court Order directing the Secretary Treasurer of the Alapaha ADR Program to compensate the neutral for the requested amount, payment will be made to the neutral. The Alapaha ADR Program will compensate the neutral for no more than two (2) hours

of actual mediation services, at a rate not to exceed \$200 per hour, or the usual rate assessed by the neutral, whichever is less. The Program will not reimburse the neutral for preparation or travel time. *(as amended 2019)*.

(g) Reporting. The neutral shall submit a report to the ADR Office which shall include a statement as to the length of time required and amount of compensation paid in each case.

(h) Administrative Fee. A compensated neutral shall return \$15.00 per case to the ADR Office along with the Mediator's Report outlined in Paragraph (g) [*as amended June 2008*].

RULE 7. IMMUNITY

All neutrals in a court-annexed or court-referred program shall be entitled to immunity as defined by the Georgia Supreme Court, and particularly in Section VII of the Georgia Supreme Court ADR Rule entitled "Confidentiality and Immunity".

RULE 8. CONFIDENTIALITY

(a) The rules of confidentiality as defined by the Georgia Supreme Court, and particularly in Section VII of the ADR Rule entitled "Confidentiality and Immunity", shall apply in all cases submitted to the program.

(b) Any document or other evidence generated in connection with a court-annexed or court-referred ADR or other form of dispute resolution is not subject to discovery.

(c) Neither the neutral nor any observer present with permission of the parties in court-annexed or court-referred ADR process may be subpoenaed or otherwise required to testify concerning an ADR conference in any subsequent administrative or judicial proceeding.

(d) Confidentiality does not extend to any actual or threatened violence which occurs during an ADR process. (See Georgia Supreme Court ADR Rule, Section VII (as amended).) Confidentiality does not extend to documents or communications relevant to legal claims brought against a neutral or an ADR program and arising out of an ADR process. Nothing in the above rule negates any statutory duty of a neutral to report information. Parties should be informed of limitations on confidentiality at the beginning of the conference. Collection of information necessary to monitor the quality of program is not considered a breach of confidentiality.

USE OF EXPERTS

Due to exceptional circumstances, the neutral may require the expertise of an individual in another profession during an ADR process. The neutral is authorized to have said individual present with the consent of all parties involved. Should the parties agree to have the expert present, the cost shall be shared equally by the parties.

RULE 9. APPEARANCE

The presence of parties at all ADR conferences is required unless the court orders otherwise. All parties shall have full settlement authority, or shall have a representative present or immediately available by telephone who has full settlement authority. At the beginning of each ADR conference, it will be the responsibility of the mediator/neutral to ascertain that each party or their representative with full settlement authority is present and that such representative has a full understanding of the dispute and full knowledge of the facts. In the event that the above conditions are not met, the opposing party may elect either to cancel the session immediately, or to continue as planned. In either event, the ADR Office will notify the judge to whom the case is assigned that all conditions of Appearance were not met. The judge may find that party in contempt and impose appropriate sanctions, including but not limited to, full compensation to the neutral for the canceled session, [*as amended January 2008*], and/or dismissal of the offending party's pleadings [*as amended June 2010*].

(a) Attorneys. Attorneys are not required to attend ADR conferences but may not ever be excluded by the court or the neutral. If a party is represented by counsel, then counsel shall:

(1) attend the session; OR

(2) give written consent to the neutral (via the ADR Director) and to the opposing party that counsel does or does not consent to direct discussions with his or her client during the ADR session.

(b) Rescheduling. Completion of the ADR process is a prerequisite to trial. The party or attorney who is requesting that an ADR session be rescheduled must obtain consent from opposing counsel and the assigned neutral. The ADR Office must be also notified of any rescheduling attempts. The rescheduled session must take place within one week of the date originally assigned.

(c) Cancellations. Unilateral cancellations or reschedules will be not be permitted and are a violation of the Court rule of attendance.

(d) Settlement Prior to ADR Conference. Settlement before ADR conference is always encouraged but is still considered a cancellation if timely notice of cancellation is not given. Consequently, notice must be received by the neutral at least twenty-four

(24) business hours in advance to avoid a cancellation fee established by the Chief Judge.

RULE 10. IMPOSITION OF SANCTIONS

(a) Failure to Appear. If a party fails to appear at a duly noticed ADR conference without good cause, the ADR Director shall notify the judge to whom the case is assigned. The judge may find the party in contempt, assess ADR fees and impose any other appropriate sanctions.

If attorneys are scheduled to appear and are essential to the decision making process, they will be subject to the same sanctions as the parties.

(b) Failure to Negotiate in Good Faith. If, in the opinion of the neutral assigned to mediate the case, any party has failed or refused to participate in the mediation process in good faith, said neutral shall execute a "Good Faith Affidavit", and submit same to the ADR Office. The ADR Director shall submit the Good Faith Affidavit to a Superior Court Judge, who may issue an order requiring the party who is the subject of the Good Faith Affidavit to appear before the Court and show cause why said party should not be held in contempt.

If the Court finds that a party failed to appear and or failed to in good faith participate in the mediation process, the Court may impose sanctions, including but not limited to, assessment of Neutral fees, expenses of the opposing party, attorney's fees of the opposing party, a fine, and any other sanction allowed by law in contempt cases [As amended 1999].

RULE 11. COMMUNICATION WITH PARTIES

The only ex parte communication between a party and the neutral outside of the ADR conference shall be for the purposes of verifying appointment times and locations or answering questions about the ADR process and procedures. The neutral may meet privately with any party or any attorney during the ADR conference.

RULE 12. COMMUNICATION WITH THE COURT

(a) In order to preserve the objectivity of the Court and the neutrality of the neutral, there should be no communication between the neutral and the court. If any communication between the court and the neutral is necessary, the communication shall be in writing or through the program Director. Copies of any written communication with the court should be given to the parties or their attorneys.

(b) Once an ADR process is underway in a given case, contact between the ADR Director and the court concerning that case should be limited to:

- (1) Communicating with the court about the failure of a party to attend;
- (2) Communicating with the court concerning procedural action on the part of the court which might facilitate the resolution process;
- (3) Communicating to the court that an assessment of the case indicates that it is inappropriate for that process;
- (4) Communicating any request for additional time to complete the ADR ;
- (5) Communicating information that the case has settled or has not settled and whether agreement has been reached as to any issues in the case;
- (6) Communicating the contents of an agreement unless the parties agree in writing that the agreement should not be disclosed;
- (7) Communicating with the consent of the parties information concerning any discovery, pending motions or action of any party which, if resolved or completed, would facilitate the possibility of settlement.

RULE 13. COMPLETION OF ADR

(a) ADR sessions may be terminated at any time by the parties or the neutral with charges assessed the parties per hour. Any part of an hour will be charged the full hourly rate in effect.

(b) Agreement. ADR should normally be completed within 30 days of the initial conference and the neutral shall file a report with the ADR office within 30 days of the initial conference. If an agreement is reached, the neutral shall draft a Memorandum of Agreement which should be signed by all parties (including attorneys, if present, and neutral) at the end of the ADR conference. From the Memorandum of Agreement, the plaintiff's attorney (unless otherwise agreed) is to prepare the Agreement which is to be incorporated into the Final Order of the Court.

(c) If a partial agreement is reached, it shall be reduced to writing and signed by the parties and counsel, if any, in the same manner as the full agreement above.

(d) If the parties do not reach an agreement as to any matter as a result of ADR, the neutral shall report the lack of an agreement to the ADR Director, who shall notify the judge to whom the case was assigned.

RULE 14. ADMINISTRATION OF THE ALTERNATIVE DISPUTE RESOLUTION PROGRAM

The Director of the Dispute Resolution Office shall be appointed by the Chief Judge. Said Director shall be compensated in an amount set by the Chief Judge. The compensation shall be paid from the Alapaha Judicial Circuit Fund for the Administration of Alternative Dispute Resolution Programs. The Director shall be responsible for all administrative matters pertaining to the ADR program. These responsibilities include, but shall not be limited to:

- (a) Receiving referrals from the Courts of this circuit.
- (b) Scheduling neutrals equitably and ensuring timely ADR of all cases.
- (c) Notifying presiding judges of the results of ADR.
- (d) Evaluating procedures on an on-going basis and recommending changes if needed.
- (e) Performing such other duties as may be directed by the Superior Court Judges.
- (f) If qualified, serving as a neutral when chosen or where no neutral is available to serve on a pro bono case involving indigent matters.

The Superior Court Judges of the Alapaha Judicial Circuit shall retain ultimate authority over the ADR program.

This _____ day of January, 1999.

BROOKS E. BLITCH, III, CHIEF JUDGE,
ALAPAHA JUDICIAL CIRCUIT

C. DANE PERKINS, JUDGE,
ALAPAHA JUDICIAL CIRCUIT

THE FOLLOWING DOCUMENTS HAVE BEEN PREPARED TO HELP IDENTIFY POLICIES AND PROCEDURES OF THE ALAPAHA JUDICIAL CIRCUIT ADR PROGRAM AS THEY APPLY TO NEUTRALS PRACTICING WITHIN THE CIRCUIT. IN ADDITION, THEY WILL HELP TO CLARIFY SOME OF THE ISSUES AND QUESTIONS WHICH MAY ARISE DURING YOUR PARTICIPATION IN THE PROGRAM.

MEDIATOR RESPONSIBILITIES

1. Within 24 working hours after any conference, neutrals are required to complete and mail an ADR Report to the ADR Office.
2. A compensated neutral shall return \$15.00 per case to the ADR Office.
3. At the close of the ADR conference, the neutral will be expected to complete and return a Good Faith Form, if deemed necessary, to the ADR Office.
4. Neutrals should notify the ADR Office immediately if payment obligations have not been met.
5. Contact the ADR Office *immediately* when any conferences have been canceled.
6. Contact the ADR Office *immediately* of any continuances or reschedules of any conference.
7. Neutrals are responsible for solidifying agreement of compensation or referring said matter to the ADR Office for the Court's ruling on the matter. Neutrals are responsible for the collection of fees from the parties and the issuing of receipts for money received.
8. A Roster of Neutrals registered with the Alapaha Judicial Circuit ADR Program will be kept on file in the ADR Office and made available for clients to view if requested.
9. Each neutral is responsible for his/her own insurance.
10. Neutrals have the additional responsibility of reporting suspected child abuse.
11. Neutrals are responsible for being in compliance with the State ADR guidelines as well as the Alapaha Judicial Circuit ADR Procedures.
12. Neutrals are responsible for applying for and renewing state certification. Proof of state certification must be submitted to the ADR Office before registration with the local Program can take place.
13. It is the responsibility of the neutral to determine if an individual not specifically ordered to appear, pursuant to Rule 9 in the Alapaha Judicial Circuit ADR Procedures, should be allowed to be present at the ADR session.
- 15. The neutral will ascertain at the beginning of each ADR conference that the parties' representative with full settlement authority is present, that such representative has a full understanding of the dispute and full knowledge of the facts, and that further consultation to reach a settlement by said representative will consist only of telephone consultation with persons immediately available by**

telephone. In the event that the above conditions are not met, the opposing party may elect either to cancel the session immediately, or to continue as planned. In either event, the ADR Office will notify the judge to whom the case is assigned that all conditions of Appearance, as set forth in Rule 9 of the ADR Procedures, were not met. The judge may find that party in contempt and impose appropriate sanctions, including but not limited to, full compensation to the neutral for the canceled session.

***** Neutrals are responsible for understanding and conducting their ADR practice in accordance with all aspects of the Alapaha Judicial Circuit ADR Procedures and related policies*****

GENERAL ADMINISTRATIVE POLICES FOR ADR

1. Information gathered in the ADR conference is strictly privileged and confidential. Neither the neutral nor any observer shall willingly testify for or against either party if the matter is litigated in court. All substantive issues in an ADR conference are considered confidential.
2. The confidentiality of the ADR process shall not excuse the neutral's duty to report any abuse revealed during the conference.
3. The ADR Office retains the right to observe any court-ordered ADR conference.
4. All certified neutrals shall have the responsibility of providing pro bono ADR services which will be distributed on an equal basis.
5. The presence of a Guardian ad Litem at a conference is not appropriate.
6. Neutrals may charge a cancellation fee if a scheduled ADR conference is canceled in violation of the stated cancellation policy in Rule 9 of the Superior Court ADR Procedures, Alapaha Judicial Circuit. Said fee is to be established by the Chief Judge.
7. The neutral has the authority to dismiss an ADR session 30 minutes after the scheduled time if one or all parties fail to appear without informing the neutral and/or the ADR Office of the delay. Cancellation policies will apply to the party or parties failing to appear.
8. **NO YOUNG CHILDREN WILL BE PERMITTED INTO ANY ADR SESSION. CHILDCARE WILL NOT BE PROVIDED.**

THE FOLLOWING DOCUMENTS ARE STANDARD FORMS WITH WHICH YOU AS A NEUTRAL WILL BE WORKING ON A REGULAR BASIS:

- (1) THE **GUIDELINE FORM** MAY, AT YOUR OPTION, BE RETURNED TO THE ADR OFFICE AFTER THE FIRST CONFERENCE, WITH ALL SIGNATURES AND THE AGREED UPON RATE FOR MEDIATION /ARBITRATION.
- (2) A **MEDIATION REPORT** MUST BE RETURNED AT THE END OF **EACH** CONFERENCE.
- (3) THE **OUTLINE FORMS** MAY BE RETURNED AT THE CONCLUSION OF MEDIATION/ARBITRATION IF APPROPRIATE. THESE FORMS SHOULD **NOT** BE SIGNED, AND WILL NOT BE FILED IN THE CLERK'S OFFICE.
- (4) THE **SETTLEMENT VERIFICATION FORM** SHOULD BE PROVIDED TO THE PARTIES OR THEIR COUNSEL IF APPLICABLE.
- (5) THE **GOOD FAITH AFFIDAVIT** SHOULD ONLY BE COMPLETED IF THE NEUTRAL FEELS THAT AN INDIVIDUAL HAS VIOLATED THIS COURT'S ORDER BY FAILING TO PARTICIPATE IN GOOD FAITH IN THE ADR PROCESS.

*****PLEASE NOTE THAT THE ABOVE DOCUMENTS ARE NOT TO BE CONVEYED TO THE CLERK'S OFFICE; IF PREPARATION OF THE DOCUMENTS IS REQUIRED, PLEASE SEND ONLY TO THE ADR OFFICE.*****

v.

CIVIL ACTION FILE # _____

GUIDELINES FOR MEDIATION

1. Mediation is a non-adversarial process. Mediation differs from litigation in that the parties and their attorneys, with the assistance of the Neutral, reach their own agreement. The Neutral will lead the negotiations by assisting the parties and their attorneys to reach a decision which is acceptable to all.
2. A "caucus" will be utilized during the mediation process. A caucus involves the Neutral meeting separately with each party and his or her attorney for a clarification of issues. No information that is revealed during a caucus will be shared with the other party and that party's attorney unless the Neutral is given express permission to do so.
3. Information gathered in the mediation process is confidential and privileged. Neither the Neutral nor any court designee shall willingly testify for or against either party involved should either party end the mediation process and litigate the matter in court. However, the Neutral may be called to testify when there is an allegation that any party has failed to negotiate in good faith. By signing this agreement, all parties are acknowledging that they have been advised that they may not subpoena the Neutral or any court designee to testify concerning this mediation in any subsequent court actions.
4. All parties agree to participate, in good faith, in each scheduled mediation session. All parties agree to work towards resolution of the issues. All parties understand that, in the event a party fails to negotiate in good faith, the court may issue a Show Cause order requiring a party to show cause why they party should not be held in contempt.

I have read and understand the above Guidelines for mediation. I understand that neither the Neutral nor court designee shall provide legal or financial advice. I further understand that by signing this agreement I am agreeing to mediate in good faith, at the agreed upon rate of \$_____ per hour, to be paid to the Neutral at the conclusion of the mediation session.

Signature of Plaintiff

Date

Signature of Plaintiff's Attorney

Date

Signature of Defendant

Date

Signature of Defendant's Attorney

Date

MEDIATION REPORT

CIVIL ACTION NUMBER: _____

A mediation session was held on the _____ day of _____, 20____, at _____ in the above-referenced matter. The session lasted _____ hours.

Present at this mediation session were:

<u>NAME</u>	<u>AFFILIATION</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The results of the mediation conference were as follows:

- _____ IMPASSE
- _____ CONTINUANCE of Mediation to the _____ day of _____, 20____
at _____. Location: _____
(time)
- _____ PARTIAL SETTLEMENT – To be prepared : _____
- _____ FULL SETTLEMENT – To be prepared by: _____

COMMENTS: _____

MEDIATOR'S SIGNATURE: _____ DATE: _____

CIVIL ACTION NUMBER: _____

DOMESTIC OUTLINE

CUSTODY

Both parties agree that custody will _____

Each parent will make every attempt to keep the other parents informed of any activities of their children that could reasonably be expected to be of significant concern to the other.

TIME SPENT WITH EACH PARENT

Both parties agree that the child/children will spend _____

The parties agree to the following holiday schedule:

EASTER SUNDAY: _____

SPRING BREAK: _____

MOTHER'S DAY: _____

FATHER'S DAY: _____

JULY 4TH: _____

LABOR DAY: _____

THANKSGIVING: _____

CHRISTMAS BREAK: _____

CHILD/CHILDREN'S BIRTHDAY: _____

PARENT'S BIRTHDAY: _____

OTHER HOLIDAY VISITATION AGREED TO : _____

SUMMER MONTHS: _____

TRANSPORTATION ARRANGEMENTS: _____

CHILD SUPPORT: _____

MEDICAL INSURANCE

Both parties agree that _____ will keep the child/children on their health insurance policy. _____ will pay the monthly premiums. The annual deductibles and amount not covered by insurance will be paid by _____. Dental orthodontics and vision costs not covered by insurance will be paid by _____.

COBRA

_____ 's company does have COBRA benefits. This will cost \$_____ per month for up to 36 months from the date of divorce.

_____ does / does not wish to take advantage of COBRA.

_____ agrees to notify his/her employer in a timely manner of the status change.

COLLEGE EDUCATION

SPOUSAL SUPPORT

MARITAL HOUSE

There is a marital house located at _____.

The approximate fair market value is \$ _____, with an outstanding mortgage with _____ valued at \$ _____. The parties
(mortgage company)

agree to the following: _____

OTHER REAL ESTATE

IRS DEDUCTION

Both parties agree that the dependent deductions each year will be _____

DEBTS OF THE MARRIAGE

VEHICLES

There is a 20 _____ vehicle, valued at \$ _____.
this vehicle is paid for / has an outstanding loan of \$ _____, or is leased for _____
months at \$ _____ per month. Parties agree that: _____ will
keep this vehicle, being fully responsible for repairs, insurance, tax and tag. If the vehicle is
leased, _____ gives up all buy-out rights to that lease; if the car is in
joint names, _____ will sign title over to
_____ once loan is paid.

There is a 20 _____ vehicle, valued at \$ _____.
this vehicle is paid for / has an outstanding loan of \$ _____, or is leased for _____
months at \$ _____ per month. Parties agree that: _____ will
keep this vehicle, being fully responsible for repairs, insurance, tax and tag. If the vehicle is
leased, _____ gives up all buy-out rights to that lease; if the car is in
joint names, _____ will sign title over to
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months at \$ _____ per month. Parties agree that: _____ will
keep this vehicle, being fully responsible for repairs, insurance, tax and tag. If the vehicle is
leased, _____ gives up all buy-out rights to that lease; if the car is in
joint names, _____ will sign title over to
_____ once loan is paid.

HOUSEHOLD FURNISHINGS

Household furnishings have been divided to the satisfaction of both parties, with the following
exceptions: _____

These furnishings will be removed by _____ by _____, 20 ____.

PENSION PLANS/RETIREMENT PLANS

The parties have the following retirement/pension plans:

The parties agree to _____

SAVINGS ACCOUNTS/STOCKS/BONDS/MUTUAL FUNDS

JOINT TAX RETURNS

Parties agree that all joint tax returns and any tax liabilities for joint returns will be the responsibility of _____. Parties are aware that in the year of divorce they must file "Single".

LIFE INSURANCE

_____ has whole life insurance with a cash value of \$_____. both parties agree that _____

_____ has term life insurance with a face value of \$_____. both parties agree that _____

BUSINESS (ASSETS AND LIABILITIES)

SOCIAL SECURITY TEN YEAR MARRIAGE RULE

Parties have been advised of the Social Security Ten Year Marriage Rule.

WILLS

Both parties are aware that wills become invalid with a divorce. Both parties agree to have new wills drawn up in a timely manner if they so desire.

ATTORNEY FEES

Both parties agree that attorney fees will be paid as follows:

MEDIATION FEES

Both parties agree that mediation fees will be paid as follows:

**THIS AGREEMENT SHALL BE USED STRICTLY AS A GUILDEINE FOR THE CREATION OF
A SETTLEMENT AGREEMENT WHICH WILL BE DRAWN UP BY
_____, WHO WILL IN TURN SUBMIT THE SETTLEMENT
AGREEMENT TO _____, WITHIN 10 DAYS. THAT
PARTY WILL BE THEN HAVE 10 DAYS TO APPROVE AND FILE THE ORIGINAL
AGREEMENT WITH THE CLERK OF COURT.**

PLAINTIFF

CIVIL ACTION NUMBER: _____

DEFENDANT

SETTLEMENT VERIFICATION

The undersigned hereby certify that the settlement pursuant to mediation has been executed by the parties, and the Settlement Agreement/Dismissal was filed in the Clerk's Office on the _____ day of _____, 20 ____.

Attorney for Plaintiff:

Name

Address

Phone Number

Signature

Date

Attorney for Defendant:

Name

Address

Phone Number

Signature

Date

PLAINTIFF

CIVIL ACTION NUMBER: _____

DEFENDANT

GOOD FAITH AFFIDAVIT

This form is to be completed by the Neutral in the event that he or she has reason to believe that a party or parties in a mediation session are in violation of this Court's Mediation Order mandating that all parties are to negotiate in good faith.

Before the undersigned Notary Public, personally appeared _____
who, after being duly sworn, states under oath as follows:

I, _____, in accordance with the Alapaha Judicial Circuit Superior
(Name of Neutral)
Court Order for Mediation, am submitting this affidavit stating that on _____
(Date)
_____, the _____ in the above
(Name of Party) (Relationship to Case)
styled case is in violation of this Court's Good Faith Rule in that he/she:

(Please explain in detail.) _____

Mediator's Signature

Date

Sworn to and subscribed before me this _____
date of _____, 20 ____.

Notary Public

My commission Expires _____