

Joy A. Dryer, Ph.D.
Fax: 718-643-1031
Tel: 917-816-8882

Mediator and Divorce Coach
www.divorcecoachny.com
jdryerphd@gmail.com

MEDIATION PARTICIPATION AGREEMENT

Between **Joy A. Dryer Ph.D.**, Co-Mediator, and _____ Co-Mediator,

"Client" and _____
"Client".

I. The Goal of the Mediation process.

You both have decided to use a Mediation process for the purpose of working out a Separation Agreement.

Toward this goal, we will work together to delineate each of your interests, and with my Attorney Co-Mediator to produce a Memorandum of Understanding (MOU). Since neither of us can give you legal advice, you will take this MOU to your respective lawyers for legal review.

In the process, we will make decisions together regarding one or more of the following broad areas:

- A) distribution of property, including any residence, investments, retirement accounts, and life insurance;
- B) arrangements involving the children of the marriage, including living arrangements, time with, and access to both parents; and
- C) support arrangements for both spouse and children.

In this Mediation model, we hope to achieve a resolution of all issues that minimizes the negative economic, social and emotional consequences common to the traditional adversarial divorce process.

Thus, we enter into this AGREEMENT to make clear our respective understandings of our roles and responsibilities during this collaborative process.

II. The Role of Mediator: My Responsibilities:

As your Co-Mediator, I agree to work with you both to produce a Memorandum of Understanding (MOU), that will be the basis for your respective attorneys to draft your Separation Agreement.

In the process of drafting the MOU together, we will

- 1. Identify, differentiate, and prioritize each of your concerns.
- 2. Make effective use of conflict resolution skills.
- 3. Identify and/ or develop effective co-parenting skills.
- 4. Work collaboratively with your respective attorneys and any other involved professionals, such as the Financial Advisor and/or Child Specialist, to enhance communication and to reduce misunderstandings.
- 5. Direct your efforts towards keeping the collaborative mediation process moving toward resolution in a manner that is consistent with each of your interests.

III. The Role of the Client: Your Responsibilities:

You agree to:

- 1. Work for the best interest of your family as a whole.
- 2. Communicate openly and honestly with me to maximize the likelihood of workable arrangements and resolutions between you and your spouse, and for your children.
- 3. Sign the Confidentiality Waiver with your respective attorneys, and, where appropriate, do so with other professionals, e.g. Child Specialist, and/or Financial Advisor.. The purpose of such signed consents is to waive confidentiality privileges and to permit the other professionals to speak freely together in order to facilitate satisfactory resolutions of all issues.

IV. Understandings: We understand and agree that:

1. Mediation is not psychotherapy. You have retained me for the limited purpose of assisting you through a collaborative divorce process. While I am a trained and licensed Clinical Psychologist, I will not be providing psychotherapy or a psychodiagnostic evaluation or diagnosis, and will not assume the professional responsibilities of a psychotherapist. Thus, my services are not reimbursable by insurance. Additionally, I have a legal obligation to tell you and to be a mandated reporter should I suspect any child abuse or neglect.

If either of you wish therapy or counseling, I will refer you to another professional for longer term or more generalized assistance.

2. Sharing information is essential. I need to discuss your issues and concerns with my Co-Mediator, and with each of your attorneys. You have signed a separate document, the *Confidentiality Waiver* attached hereto, waiving your confidentiality privileges among all members of this Mediation team. Meeting summaries will be shared with you, but many communications between Mediators may not be shared.

3. Your payment to me:

Fees are billed for 60 minute meetings, phone calls, or emails, or a prorated calculation at 15 minute intervals of these, depending upon the length of the meeting/call/email.

The retainer is \$ _____ for every _____ hours.

You agree to pay the expenses according to the following arrangement:: _____

4. My Cancellation Policy requests that you give me 48-hour advance notice if you can not both be available for a prearranged meeting or a phone call. Because appointment times are reserved exclusively for you, you both agree to pay the full fee for a late cancellation (less than the 48 hours) or for a missed appointment.

5. End Policy: If either of you decide that the Mediation process is no longer viable and either elect to terminate the status of the case as a mediation matter, you agree, in writing, to inform immediately your spouse, me and the respective attorneys, and any other professionals involved.

6. You waive any right to have me testify in any Court of Law. Under no circumstances will I testify on behalf of, or against either of you. You both agree that by signing this Agreement, you shall not subpoena me to Court.

7. Both of you and I acknowledge that we have read this Agreement, understand all the terms and conditions, and agree to abide by them.

Client's Name (please print)

Date

Client's Signature

Client's Name (please print)

Date

Client's Signature

Mediator's Signature

Date