Cherie L. McKenna

Attorney at Law

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Mediation Services

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**AGREEMENT TO MEDIATE**

 The undersigned Parties wish to mediate issues involved in their divorce, and they are willing to make a good faith effort to reach agreement. They have agreed to hire Cherie L. McKenna, Esquire (the “Mediator”) to Mediate.

1. **The Mediation Process**:

The purpose of the mediation process is to assist the parties in negotiating a fair and reasonable resolution of their dispute – a resolution that works better for the parties than their alternatives to settlement.

1. **Role of the Mediator**: The Mediator’s role is to serve as an impartial facilitator of the negotiation. The Mediator has no power to order or dictate any terms of any agreement – all such power belongs to the parties.
2. **Voluntary Process**: Either Party may terminate the mediation for any reason by written notification to the Mediator and to the other Party. The Mediator may terminate he participation in the mediation if 1) the Parties fail to pay for the Mediator’s services, 2) continuation of mediation would involve a violation of applicable ethical rules, or 3) other reasonable cause; in the event of termination, the Mediator shall maintain the confidentiality of all information to which the obligation of confidentiality applies under this Agreement.
3. **Sharing information**: The Parties agree to share with each other during the mediation process all information, both financial and non-financial, that is pertinent to the case. The Mediator requests that the parties each complete a financial statement and submit same to the Mediator no later than one week prior to the mediation.
4. **Respectful communications**: The Parties agree that respectful communications are essential to the mediation process and that they shall endeavor to communicate with each other in that manner.
5. **Preserving the financial status quo**: The parties agree that, commencing with the signing of this Agreement, and unless a Court orders otherwise or both Parties agree otherwise in writing, the parties shall maintain the financial status quo of their assets, liabilities, insurance coverage, and beneficiary designations.
6. **Legal Representation**: The parties understand that the Mediator does not represent either Party as an Attorney and shall not do so at any time. The Parties are strongly encouraged to have legal representation in connection with the Mediation. All pleadings drafted by the Mediator must be reviewed and signed by the Parties, and the Parties may wish to have their attorney review same before filing. Likewise, the Parties may wish to have the Mediator’s draft Separation Agreement reviewed by their own legal counsel before signing same, and are strongly encouraged to do so.
7. **Confidentiality**: The Parties and Mediator agree that the entire mediation process is confidential and privileged pursuant to M.G.L. c. 233, section 23C, and shall be treated as a compromise negotiation for the purposes of applicable Massachusetts law. The Parties and Mediator agree not to disclose any information including offers, promises, conduct, statements or proposed settlement terms whether oral or written, made by the Parties or their counsel in connection with the mediation, except where disclosure is required by law or court rule or as otherwise provided in this Agreement. This does not apply to the Parties’ final written Separation Agreement after the conclusion of the mediation. Confidentiality shall remain in effect even after the completion of the mediation process, regardless of whether the case is resolved by settlement or not.

The Parties agree that they shall not seek to obtain the testimony of the Mediator regarding the mediation or the disclosure of the Mediator’s file in conjunction with any Court proceeding, and that if either Party seeks such testimony or disclosure by the Mediator in contravention of this provision, that person shall reimburse the Mediator for all costs in connection therewith, including reasonable attorney’s fees, and shall compensate the Mediator for time spent, such compensation to be at the Mediator’s then-current hourly rate.

1. Compensation – the parties have executed a Mediation Fee Agreement which is incorporated herein by reference.

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Mediator- Cherie L. McKenna date