



SIGN IN AND CONSENT TO MEDIATION AND CONFIDENTIALITY AGREEMENT ONLINE MEDIATION

GUIDELINES AND GROUND RULES

Technology

- 1. Online Platform: Zoom.** We will use the online secure platform provide by [Zoom.us](https://zoom.us) to conduct your online mediation sessions. Before your first scheduled mediation session, please download and install the software and/or apps from Zoom necessary for your participation in the online mediation sessions. (The mediations work best when all parties download the Zoom app onto their respective communication devices, rather than simply using a browser). Once you have downloaded Zoom, please familiarize yourself with the operation of the platform so that you are able to operate the system and participate in your mediation sessions. Zoom has tutorials available at <https://support.zoom.us>.
- 2. Document Viewing/Sharing During the Mediation Session.** During the mediation session you will have the ability to share documents with everyone participating through a “share” button on the Zoom app. Please understand that ALL participants, including your opponent, will be able to see whatever document you choose to share.
- 3. Signing Documents.** All participants to the mediation will be required to sign this Agreement and these Guidelines and Ground Rules. Please print off the Agreement and these Guidelines and ensure that you and your clients and all other participants all sign the documents. Please then scan and send the signed documents to me at gdm@mcclawllc.com. As an option you could take a picture of the signed document and forward to me at my email address if that is easier than one scanned document .You do not need to do this right away but please do so within a week of the mediation.
- 4. Secure WiFi or Ethernet Connection.** In addition to a device (desktop computer, laptop computer, iPad, cell phone, etc.) with audio and video capabilities, you will need a secure WiFi or Ethernet (hard-wired) connection to your device. If possible, it is a good idea to test the speed and dependability of your connection BEFORE your mediation by hosting a Zoom meeting by yourself with friends/family. DO NOT use a public access WiFi connection, such as those available in public spaces and businesses as they are not secure and your information may be at risk in that situation.
- 5. Technology Failure Protocol.** You understand that despite our best efforts, technology may fail to operate properly, and a mediation session may not start on time or may be

interrupted. If that happens, please take the following steps: a) Log out of Zoom and log back in. This often re-establishes the connection; b) Call or text me at 312-735-2513 immediately to let me know you are having trouble; c) Conference call – In the event that we cannot convene the mediation via Zoom, we will discuss instructions for participants to join a conference call, if feasible; d) If a conference call is not feasible, the mediation will be canceled and rescheduled as soon as possible.

- 6. Private Caucus/Breakout Rooms.** We will spend a large majority of the mediation in private breakout rooms, much like we do during in-person mediations. After the mediation session starts with a short introduction and a “ Meet and Greet” the Mediator may choose to do some work in this joint session (if there are problems, please write me privately at gdm@mcclawllc.com or call my cell (312-735-2513) .Then I will place each side’s participants in their own private breakout rooms where you will be able to communicate privately with everyone who is in that room with you. When you are in your private breakout room you will not be able to hear me (unless I am in there with you) nor will you be able to hear or see the other side while they are in their own private breakout room, nor will anyone else be able to hear your private breakout room communications. I will also have a separate room available for attorneys and mediator only. I may choose to invite counsel to visit with me privately in the attorney/mediator room. In the event that while you are in your private breakout room and you are for some reason able to hear the communication going on in any other room that is intended to be private, you agree to immediately terminate your Zoom session and call or text me .

Confidentiality and Privacy

- 7. Privacy and Confidentiality.** Only the people who have executed these Online Mediation Guidelines and Ground Rules and the Agreement to Mediate may participate in the mediation. All participants and attendees in this mediation, including every person who may participate by telephone, video, e-mail, text, or other means, agree that all communications related to the mediation, and all negotiations and settlement discussions, communicated in any medium, are private and confidential. Mediation is a voluntary process for settlement negotiation that begins upon first communication with the mediator regarding possible retention in the matter and shall cease when the parties agree that the matter has been resolved or the mediator’s services are no longer needed.
- 8. Absolute Prohibition on Recording.** You, or anyone on your behalf, may NOT audio or video record any mediation session or portion thereof. In the event that you learn of an audio or video recording of any session, you shall take immediate measures to destroy the recording and will not disseminate the recording to third parties. You further agree that you will not transmit a live or deferred video or audio relay of the online mediation sessions to non-participating third parties.

Best Practices and Troubleshooting

- 9. Interruption Free Zone.** You agree to take all reasonable measures to ensure that you are not interrupted during your online mediation sessions. This includes arranging for appropriate childcare, if possible, closing your door, and making appropriate scheduling choices.
- 10. Technology Hiatus.** Except for the computer or mobile device upon which you are conducting your online mediation session, you agree to turn off or put on silent any phones, tablets or computers and disable any alert announcements and/or texts during any joint meeting or meeting with the mediator. Further, you agree to refrain from the use of social media, email and/or internet search engines, other than as may be necessary to conduct the session, during your online mediation sessions.
- 11. Early Log On.** Whenever possible, log on to the scheduled mediation session no less than 5 minutes in advance of the scheduled start time so that any technology issues can be addressed and resolved, and your mediation session can start on time.
- 12. Waiting Room.** In order to preserve the neutrality of your mediator under all circumstances, when you log into the mediation session with the password you will be provided you will enter the mediation each time you log on in to a “virtual waiting room” until all participants have arrived. While you are in the “waiting room” you will not see anyone else nor will you be able to communicate with anyone else in the “waiting room.” Once all participants to the mediation are logged on and in the waiting room, I will admit you into the main room where we conduct a joint session, before putting you in your private “breakout room.”
- 13. Respectful Online Communication.** Due to the nature of the online forum, it is especially important to allow each participant to finish their comments or statements before responding. The audio portion of the technology will only allow one person to talk at a time. In addition, the online format can amplify and exaggerate sound, so maintaining a regular speaking voice is important. Finally, please remember that the camera does not always transmit hand gestures or non-verbal cues, so it is important to verbalize all communication during an online mediation session.
- 14. “The mediator’s statements do not constitute legal advice to any party. Accordingly, parties are strongly encouraged to seek legal advice from their own counsel. If the mediator assists in preparing a written settlement agreement, each party should have the agreement independently reviewed by their own counsel before signing it.”**

Every person signing this document has agreed to be bound by the terms of the “Mediator and Confidentiality Agreement” and “Terms of Engagement” that has been sent to that person’s counsel, any questions should be directed to that counsel for advice before signing below.

Acknowledged and Agreed (please sign and print your name):

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

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