



WEST GEORGIA JUDICIAL CIRCUIT  
ALTERNATIVE DISPUTE RESOLUTION  
PROGRAM

311 Newnan Street, 5<sup>th</sup> Floor Mediation Suite  
Carrollton, Georgia 30117  
P.O. Box 338 Carrollton, Georgia 30112  
Phone: 770.830.5993  
Savannah A. House, Program Director  
[adrmediation@carrollcountyga.gov](mailto:adrmediation@carrollcountyga.gov)  
[www.carrollcountyga.com](http://www.carrollcountyga.com)



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**CASE INITIATION:**

The Mediation Initiation Form, both civil and domestic, must be completed in full and mailed or attached via email to the above address. The case should be initiated a minimum of 45 days prior to an anticipated final hearing or trial date. ADR staff will conduct an intake process with parties and answer questions about the mediation process if parties are pro se. If attorneys plan to attend the mediation session, this must be indicated on the initiation form for their schedules to be taken into consideration during scheduling process.

**NOTE:**

Not all cases are appropriate for mediation. If any party has questions or concerns about whether a case is appropriate for mediation because of allegations of domestic violence, child abuse, or any other special circumstances, please advise the ADR Office of those concerns. Additional screening may be necessary to decide as to whether mediation is appropriate.

**MEDIATOR ASSIGNMENT/SELECTION:**

The ADR Office assigns mediators to cases on a rotational basis from its list of program-approved mediators. Parties may select their own mediator and negotiate a fee, provided the mediator is registered with Georgia Office of Dispute Resolution. If the parties have selected a mediator, this must be indicated in writing and attached to the initiation form when case is submitted to the ADR Office.

**MEDIATION FEES:**

If the ADR Office assigns the mediator, the fee will be \$100.00 per hour with a minimum of two hours (each party will be responsible for \$100.00 payable to the mediator); additional hours will cost \$100.00 per hour and shared equally. The parties must be prepared to pay the mediator at the time of the session. Requests for fee reduction, payment options, or waiver due to a party's inability to pay must be made to the Carroll County Mediation Office prior to the session on the appropriate form (copies are available from the ADR Office).

**SCHEDULING:**

The ADR Office schedules the case and notifies all parties and attorneys in writing as to the date, time, and location of the session. Consideration will be given to parties' and attorneys' desired dates and times during the scheduling process. If scheduling conflicts arise, however, the ADR Office will set the appointment. Once the session is scheduled, no unilateral canceling or rescheduling is permitted. If an appointment must be changed due to legal conflict, notice pursuant to Uniform Superior Court Rule 17.1 must be presented to the ADR Office. If a party fails to appear at a duly noticed mediation session or fails to give 48 hours' notice of cancellation, said party may be responsible for the minimum mediation fee of \$200.00.

**SPECIAL INSTRUCTIONS AND INFORMATION:**

In domestic cases, pursuant to U.S.C.R. 24.2, the parties are required to bring copies of their financial affidavits if the issues of child support, alimony, property division, or attorney's fees are to be mediated.

If children's issues (custody, support, and visitation) are to be mediated, the Parties involved in the action are all required to attend a seminar within thirty (30) days of the Court Order being served.

The seminars are conducted by licensed mental health professionals with experience in children and families. The following link will direct you to the provider's website where the course may be completed:

<https://coparentingfamily.com/wp/>

The course can be completed virtually, or you may choose to attend an in-person class.

All relevant information pertinent to the issues to be discussed should be brought to the session. Failure to bring the required information may cause adjournment of the first session and rescheduling at a time when the information is available.

Someone with full authority to settle the dispute must be present at the session. Attorneys of record are welcome at the mediation session, but are not required. No legal or financial advice is given by the mediator or program staff. It is the party's decision as to whether their attorney attends the mediation. Unless otherwise noted in the agreement, parties unrepresented by counsel during the mediation will have 3 days to have any agreement reviewed and approved by counsel.

## **HOW DO I PREPARE FOR DIVORCE MEDIATION?**

The length of time to successfully mediate a domestic case is determined by a combination of several factors: the number and complexity of the issues, the negotiation styles of the parties and their attorneys, and how prepared the parties are to discuss the issues. The Court schedules the first mediation session for mediator fee at a cost of \$100/hour with a two-hour minimum, which is to be split equally between the parties. Usually, the parties and the mediator evaluate where they are after the first couple of hours to determine whether they will continue that day or adjourn to another scheduled time. The fee for any additional hour or part of an hour is \$100.00 per hour which is also split equally between the parties.

To get the most out of the mediation process and better utilize your time and money, you should be well prepared for the mediation session. Since the mediator's role is to remain neutral and impartial, he/she knows very little about your case prior to the session. The mediator comes to the session with basic information on the parties and an idea of what issues may be in dispute (i.e., custody, visitation, property division, etc.) The mediator relies upon the parties to supply the information necessary for an educated discussion of the issues. For example, if the parties want to decide what happens to the marital home, to discuss possible solutions, the mediator and parties must know its current value, what is owed on it, etc. The mediator cannot work without this information. If you do not have it, the mediator may stop the session and reschedule when the information is available. If the first session is cancelled and rescheduled for this reason, the parties will still be responsible for the \$200.00 fee.

The best way to get ready for mediation is to gather all the papers that are important to the dispute. In domestic actions (divorce or modifications), depending upon what issues are to be discussed, you should bring the following:

Issue:

Bring the following items:

**Equitable Division  
Of Property:**

Sworn Financial Affidavits of both parties are required.

Real Estate:

Description and location of property. Something to show value of property (tax bill, appraisal, realtor's statement). Statements showing original mortgage amount, as well as current balance, payment, and interest rate. Any information about second mortgages or home equity loans.

Personal Property:

Detailed list of all property to be divided and values of each item. (Include all household items)

Vehicles/Boats/etc.:

Description and current value of item. Include loan information or lease information.

Checking/Savings Accounts; Investments:	Most recent statements.
Retirement Accounts:	Description of the plan type and amount (i.e., pension plan, profit sharing plan, 401K plan, employee stock ownership plan (ESOP), government plan, etc.). Bring a Summary Plan Description - available thru Administrator.
Life Insurance:	Description of types, policy numbers and amounts of all policies.
Debts:	Statements of all debt including credit cards, store accounts, vehicle payments, personal debt and any other type debt.
Spousal Support:	Sworn Financial Affidavits of both parties are required.
Children's Issues:	<b>** Both parties <u>must attend</u> the parent seminar prior to scheduling the mediation. **</b>
- Child Support (INCLUDING MODIFICATIONS)	Sworn Financial Affidavits of both parties are required. Confirmation of all income - bring paycheck stubs, income tax returns.
-Child Custody/ Visitation	Bring preferences for the holiday schedule. Bring description of all health insurance including type of coverage, deductibles, and amounts of co-payments.
<b>Attorney's Fees:</b>	Sworn Financial Affidavits of both parties are required.

Most divorce and modification cases involve issues which require that you bring a financial affidavit (see above). If you have not completed your financial affidavit, contact your attorney prior to the mediation session to complete one. You must provide the mediator with a sworn financial affidavit which has been filed with the Superior Court.

If there is an existing temporary order in your case or your case involves a modification of a final decree, please bring a copy of the temporary order or the final decree.

We cannot cover all the possible issues which may be discussed during the mediation session, nor can we list all the necessary documents which may apply in your particular case. If you have questions about how to prepare for the mediation session, please feel free to contact the Mediation Office at (770) 830-5993 or email [adrmediation@carrollcountyga.gov](mailto:adrmediation@carrollcountyga.gov).

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### Guidelines for Mediation

**Style of Case:** \_\_\_\_\_

**Case Number:** \_\_\_\_\_

Mediation is a non-adversarial process which is process which is most effective if the parties involved work within the following guidelines:

1. I understand that I am under Court Order from the \_\_\_\_\_ Court of \_\_\_\_\_ County, to mediate. I am aware of my responsibility to make a good faith effort to discuss and attempt settlement of this case and that this process requires open and honest communication. The Mediator will facilitate discussion to allow the parties to reach an agreement. Should it be impossible to reach an agreement, I understand that my case may then proceed to litigation through the Court process. Deliberately withholding pertinent information or providing false information relevant to the issues discussed may result in any agreement reached being set aside.
2. Communication and information shared with the Mediator is confidential. I understand that I may request a private meeting with the Mediator to discuss matters that may be relevant that I do not wish to discuss in the presence of the other party. Confidential matters disclosed in private meetings will not be disclosed to the other party without the consent of the party making the disclosure. The Mediator will not disclose any information learned during the mediation without the express permission of the parties.
3. I understand the mediation is confidential. I will not subpoena the Mediator(s), the Mediation Program Director, Staff, Agents, Employees, or any Observers to testify regarding the mediation in the event of a subsequent action. Likewise, I will not subpoena any document(s) generated in connection with the mediation. If there is a complaint against the Mediator or the ADR Program, confidentiality may be breached to the extent necessary to defend against the specific complaint.
4. I understand the West Georgia Judicial Circuit ADR Program, the Program Director, Staff, Mediator, or any Observers are not responsible for the result of the mediation. It is expressly understood by the Parties that the Mediator does not offer legal advice in this mediation and does not function as an attorney whether or not the Mediator is in fact an attorney. In this mediation, the Mediator's role is to aid the Parties in seeking a fair agreement in accordance with their respective interests. The construction of a proposed agreement and any question of law should be referred by the Parties to their own legal counsel. All Parties are encouraged to have an independent attorney look over any completed agreements. All Parties further agree that unless and until an agreement/memorandum of understanding is reduced to writing AND signed by all parties present, it is not final and binding to the Parties.
5. The mediator, shall not be held liable for civil damages for any statement, action, omission or decision made in the course of the mediation process unless that statement, action, or decision is (1) grossly negligent and made with malice or (2) is in willful disregard of the safety or property of any party to the mediation process.
6. Nothing in this agreement shall be construed to prevent or excuse the mediator from reporting such crimes, imminent threats of bodily injury or abuse to a child or a party, or such other matters as to which the law imposes a duty to report.

7. If this is a domestic relations case, by signing this agreement, the parties acknowledge that they have completed the required screening for domestic violence.
8. If applicable, by signing this agreement, the parties acknowledge they have attended and completed a Parenting Education Course and affirm that the Certificate of Completion has been filed with the Clerk of Court's Office.
9. I understand that the Mediator has the right to end the mediation at anytime if the Mediator feels that the cause is inappropriate for mediation or that further discussions would not be helpful. I affirm that by signing these Guidelines for Mediation, I am competent and have the capacity to conduct good faith negotiations and make decisions, which may include deciding to terminate the mediation if I am unable to continue.
10. All participants acknowledge the use of any recording devices or electronic transmission during mediation are prohibited and, if determined by the mediator that such devices(s), including cellphones, have been or are being used, the mediation is subject to termination immediately.
11. I understand that payment shall be made to the mediator at the time services are rendered at the rate of \$\_\_\_\_\_ per hour.
12. At the conclusion of mediation, there is a Mediator Certification Form to be signed. I will sign this Certification before leaving the mediation.

By signing these Guidelines for Mediation, I agree that I have read (or have been read) and understand the above Guidelines.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mediator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Other:  
Relationship:

\_\_\_\_\_  
Other:  
Relationship:

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### Addendum to Guidelines for Virtual Mediation

**Style of Case:** \_\_\_\_\_

**Case Number:** \_\_\_\_\_

The undersigned parties hereby acknowledge and agree that participation in mediation by videoconference is voluntary. By signing below, the parties' consent to participate via videoconference and agree to comply with the following terms and conditions, in addition to all "Guidelines for Mediation."

1. All participants must use a laptop, desktop, tablet, or smartphone equipped with a charging cord, a functioning camera, microphone, and reliable internet connection.
2. Participants shall not use public Wi-Fi. By signing below, participants acknowledge that they are participating from a secure internet connection.
3. Participants must attend mediation from a private location that preserves confidentiality and minimizes distractions.
4. Participants shall test their technology and confirm their ability to access the selected videoconference platform prior to the mediation session. Any issue that may interfere with participation must be communicated to the mediator, counsel (if represented), or the ADR Program at least 48 hours prior to the scheduled mediation. Failure to do so will result in a \$200.00 cancellation fee.
5. Participants must be able to remit payment electronically at the conclusion of the mediation session or decide in advance to pay their attorney and have their attorney remit payment electronically.
6. Mediation remains privileged and confidential. Participants shall participate in good faith and shall not permit any unauthorized person to observe, listen to, or participate in the mediation session.
7. Only the mediator, parties, and counsel (if applicable) shall attend mediation unless otherwise agreed in advance by all parties and the mediator. Participants must disclose the identity of any person present in the room at the time of mediation.
8. No participant may record, photograph, screenshot, or otherwise preserve any portion of the mediation session without the written consent of all parties and the mediator.
9. Participants acknowledge that electronic communications platforms carry inherent risks, when information is conveyed via telecommunications platforms, including videoconferencing and electronic document sharing services.
10. Any technical failure or confidentiality concern shall be immediately reported to the mediator. If technology issues cannot be resolved in a reasonable time, the mediation session will be rescheduled.
11. The mediator may place participants in separate virtual breakout rooms for confidential discussions.
12. Participants agree to conduct themselves respectfully and allow each participant to speak without interruption.
13. The mediator may suspend or terminate the mediation session if confidentiality is compromised or if participants fail to comply with these provisions. Violation of these provisions may result in cancellation fees.
14. Participants understand the mediator will use document sharing programs as an online platform to transmit documents and information relative to the mediation process and for signature. Parties agree to utilize the document sharing program to send, receive, and sign documents.
15. In matters involving children: Participants must ensure conversations cannot be overheard by a child or unauthorized third party. Participants are responsible for making appropriate child care or privacy arrangements prior to the mediation session.

16. Parties must provide a contact phone number where they can be reached during the mediation. The parties should provide their number to their attorney, if represented.

By signing these Guidelines for Virtual Mediation, I agree that I have read (or have been read) and understand the above Guidelines.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mediator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Other:  
Relationship:

\_\_\_\_\_  
Other:  
Relationship: