

AGREEMENT TO PARTICIPATE IN FACILITATION

This confirms the undersigned are meeting to participate in a facilitation of issues related to the dependency-neglect matter currently pending before the circuit court.

1. **Facilitation:** Facilitation is a process of enabling groups to work cooperatively and effectively together and which emphasizes the involvement of all participants in a meaningful way. Facilitation is an agenda driven meeting where a neutral third party assists the participants to share information, generate ideas, make decisions, solve problems, create consensus, and reach mutually acceptable agreements.

2. **Role of Facilitator:** The facilitator is a neutral third party and has no decision-making authority over the participants. The role of the facilitator is to help the participants work together on the development of a case plan for the family, address issues with the implementation of the case plan, or other issues specified by the court or agreed upon by all participants. The facilitator assists with the process by providing a positive environment for good communication and constructive discussion, as well as to help resolve disagreements.

3. **Legal Advice:** The facilitator is not a party to this case or employed by the court. The facilitator cannot provide legal advice to or advocacy for any participant.

Parties may have an attorney present in the facilitated session and are encouraged to consult with their respective attorneys at any time during the course of the facilitation.

4. **Confidentiality:** The facilitation process is confidential. Any communication made during the facilitation process by any person shall be considered confidential and solely for the purposes of the facilitation. This confidentiality is in accordance with Ark. Code Ann. §16-7-206. The facilitator's summary to the court and other documents approved by all participants that result from this process will be entered into the court record and will not be kept confidential.

The undersigned agree to waive any right they may have to subpoena the facilitator to appear before any legal proceeding in connection with this dispute. All parties agree that neither the facilitator(s), nor the work product of the facilitation, other than any written agreement, case plan, or case notes approved by all participants, will be the subject of any subpoena in any future proceeding. The facilitator will not disclose specific information about any participants or the content of the facilitation to any person without the express permission of all participants, unless compelled by law.

Exceptions to Confidentiality: Any information about threats of harm to oneself or others or incidences of abuse or neglect not previously reported will not be confidential and may be reported to the appropriate authorities.

6. **Costs:** We understand that the fees and costs of the facilitator are provided at no cost to us and are paid by the Administrative Office of the Courts.

This agreement may be signed in separate identical copies. When all copies are brought together, it shall be considered the same as if the parties had all signed the same copy.

The facilitation occurred on this date: _____

Signed: _____

(party or representative) (Email address optional)

Signed: _____

(party or representative) (Email address optional)

Signed: _____

(party or representative) (Email address optional)

Signed: _____

(party or representative) (Email address optional)

Signed: _____

(party or representative) (Email address optional)

Signed: _____

(party or representative) (Email address optional)

Signed: _____

(party or representative) (Email address optional)

Signed: _____

(other) (Email address optional)

Signed: _____

(other) (Email address optional)

Signed: _____

(facilitator)