

**FIFTH JUDICIAL CIRCUIT
CITRUS, HERNANDO, LAKE, MARION, AND SUMTER COUNTIES, FLORIDA**

MENTORSHIP/ OBSERVATION AGREEMENT

1. The Fifth Judicial Circuit of Florida (hereinafter “Court Administration and/or the Judicial Branch”)

agrees to offer _____ (print name) an observation/co-mediation

opportunity in the Fifth Judicial Circuit which is composed of the following counties: (check all that are applicable)

_____ Citrus
_____ Hernando
_____ Lake
_____ Marion
_____ Sumter

(please check the applicable status below):

MEDIATORS: (five points are awarded for each mediation observation and ten points for each co-mediation)

(a) candidate is seeking County Mediator Certification;

- Requires 60 mentorship points

OR

(b) candidate is seeking Family Mediator Certification;

- Requires 30 mentorship points

OR

(c) candidate is seeking Dependency Mediator Certification;

- Requires 40 mentorship points

(d) law student referred by _____ at _____
Name of Law Professor Name of Law School

2. **Candidate understands that they are not employees of Court Administration and/or the Judicial Branch and are not eligible to receive any compensation or benefits.**

3. **Candidate understands that they are not entitled to employment upon completion of observation/mediation hours.**

4. Candidate understands that any work to be done under approved agreement is for the sole purpose of enhancing the Candidate’s educational experience and is for the sole benefit of the Candidate.

5. Candidate understands that observation and co-mediations will not benefit Court Administration and/or the Judicial Branch at the time of their performance.

6. Candidate understands that this observation agreement will begin on _____ and will end on _____. Court Administration and/or the Judicial Branch reserves the right to terminate this agreement at any time.

7. Candidate supervision will be directed by Stephanie Figueroa, Director of Alternative Dispute Resolution – and on-site supervision will be administered by the Mediation Coordinator, _____ for the respective County of Observation/Mentorship.

8. Candidate understands, agrees, and has been provided a signed copy of the “Confidentiality Agreement.”

PLEASE PRINT LEGIBLY

Applicant's address: _____

Applicant's email address: _____

Applicant's telephone number: _____

I have read, discussed, understand, agree and attest to the veracity of the information contained in this intake form.

**Candidate for the Fifth Judicial Circuit, _____, [Print Intern Name] on this
_____ day of _____, 202__.**

[Candidate Signature]
Candidate for the Fifth Judicial Circuit

ALL OF THE ABOVE INFORMATION HAS BEEN DISCUSSED, ACCEPTED, AND VERIFIED BY:

Mediation Coordinator Signature _____
Date

Printed Name of Mediation Coordinator

ADR Director signature _____
Date

ADR Director – Fifth Judicial Circuit



FIFTH JUDICIAL CIRCUIT OF FLORIDA CONFIDENTIALITY REQUIREMENT

COMPLIANCE WITH THIS CONFIDENTIALITY AGREEMENT is a condition of employment, and/or a condition of participation in any internship, externship, mentorship, observation, voluntary unpaid service, and/or contract services with the Fifth Judicial Circuit of Florida.

For purposes of this agreement, confidential information is: **(a)** written, electronic, or oral information relating to cases filed in the Fifth Judicial Circuit of Florida, except statements made in oral arguments or in other venues open to the public, briefs and other papers filed with the clerk's office, and opinions or orders made public through issuance by the court; **(b)** information concerning the Court's decision-making process; and **(c)** information pertaining to administrative matters of the Court identified by the court as confidential. Confidential information under this agreement is not equivalent to confidential or exempt information under Florida's public records laws and court rules.

For the purposes of this agreement: Party/Parties are: **(a)** individuals who are participating in any of the following: internship, externship, mentorship, observation, voluntary unpaid service, and/or contract services with the Fifth Judicial Circuit of Florida; or, **(b)** employees of the Fifth Judicial Circuit of Florida including but not limited to all judicial personal staff, central staff attorneys, employees of the Clerk's Office, and employees of the Office of Court Administration.

Party/Parties agree(s) as follows:

- A.** Party/Parties shall not disclose or use confidential information acquired in the course of their work with the Court other than to current staff who are bound by the terms of this agreement and who are authorized to have access to the information.
- B.** Party/Parties shall not disclose confidential court documents to any person other than to current staff who are bound by the terms of this policy and who are authorized to have access to the information contained in those documents.
- C.** Party/Parties shall not comment publicly about unannounced case-related matters that were, are, or will be before the Court.
- D.** Party/Parties misconduct involving unauthorized disclosure or use of confidential information may result in the following, as applicable: termination of employment, termination of contract, termination of the volunteer agreement, termination of Internship, or termination of Externship. Additionally, a report will be submitted to the following, as applicable: the college/university, the appropriate licensing agency, including but not limited to, The Florida Bar, The Florida Board of Bar Examiners, the Office of Court Administration, and/ or all other relevant agencies, to be considered when determining fitness to practice law, obtain mediation certification or interpreter certification.

- E. Party/Parties acknowledge all writing produced by Party/Parties, while under the supervision of and/or at the direction of the Fifth Judicial Circuit of Florida, is the property of the Fifth Judicial Circuit of Florida and shall not be used for any other purpose without the express written consent of the Fifth Judicial Circuit of Florida.
- F. Party/Parties obligations created by this agreement shall continue in full force and effect until further written notice from the Fifth Judicial Circuit of Florida.

**ACKNOWLEDGMENT OF RECEIPT AND CERTIFICATION OF
UNDERSTANDING OF CONFIDENTIALITY AGREEMENT**

I HEREBY ACKNOWLEDGE that I have received and read this Confidentiality Agreement. I certify that I understand the Confidentiality Agreement and will comply with the requirements of this Confidentiality Agreement.

Signature

Date



Print Name

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