

AGREEMENT TO MEDIATE

St. Cloud State University Mediation Program

The following persons (parties) _____

acknowledge and agree that they will participate in mediation to resolve the following issues between them:

TERMS AND CONDITIONS

This agreement to participate in mediation is subject to the following terms and conditions:

1. Participation in the Process.

- (a) The parties will attend the scheduled mediation conferences
- (b) The parties agree to meet, negotiate in good faith, and give honest and accurate information in the mediation sessions. The parties may refuse to divulge information but will not intentionally give false information.

2. Selection of Mediator(s). The mediator(s) and the parties shall as soon as possible notify each other and the mediation program of any facts or relationships that could be, or could appear to be, a possible conflict of interest which would affect the mediation process or outcome. After such disclosure, either party may request the selection of another mediator.

3. Confidentiality. The parties, the mediation program, personnel of the mediation program, and the mediator(s) agree to the following confidentiality provisions:

- (a) Statements made and documents produced in mediation that are not otherwise discoverable are not subject to discovery or other disclosure and are not admissible into evidence for any purpose, including impeachment, at trial or any subsequent proceeding.
- (b) Notes, records and recollections of the mediator(s) are confidential, which means that they shall not be disclosed to any persons except mediation program personnel or (specify) _____, unless (1) all the parties and the mediator(s) agree to such disclosure or (2) required by law or other applicable professional codes.
- (c)* The parties will not subpoena the mediator(s), any mediation program personnel, or any records or documents of the mediator(s) or mediation program personnel in any subsequent proceedings of any kind. If so called or subpoenaed, the mediator(s) and mediation program personnel may refuse to testify or produce the requested documents. Should any party attempt to compel such testimony or production, such party shall be liable for, and shall indemnify the mediator(s) and mediation program personnel against, any liabilities, costs or expenses, including reasonable attorney's fees, which the mediator(s) or the program may incur either in resisting or in complying with such compulsion.

4. Disclosure. The parties will inform each other and the mediator of any grievances, lawsuits, or any other formal complaints concerning the subject of mediation that they file or have filed. Mediation shall continue only with the informed consent of the parties and the mediator.

5. Termination of Mediation. The effort to resolve this case through mediation may be terminated upon written notice from (a) either party or (b) the mediator(s), delivered to the other people who signed this agreement.

6. Minnesota Civil Mediation Act. Pursuant to the requirements of the Minnesota Civil Mediation Act, the parties are hereby advised that

- (a) the mediator has no duty to protect the parties' interests or provide them with information about their legal rights;
- (b) signing a mediated settlement agreement may adversely affect the parties' legal rights; and
- (c) the parties should consult an attorney before signing a mediated settlement agreement if they are uncertain of their rights.

7. Party Rights. No party shall surrender any of his or her grievance rights under a labor contract by engaging in mediation. The parties may consult with colleagues, union officials (including grievance officers), administrators, and others for advice and information regarding issues affecting their negotiations, provided, however, that confidentiality standards are not violated.

8. Rule 1B.1 Cases. If this mediation arises out of a Rule 1B.1 process, an addendum for Rule 1B. 1 cases is attached and is incorporated into this agreement. The parties acknowledge the 1B.1 addendum by initialing here: _____.

9. Voluntary Acknowledgment. The parties hereby voluntarily sign this Agreement in order to affirm that they have read it and agree to be bound by its provisions.

Date: _____

Signature of Party

Signature of Party

Print Name

Print Name

Signature of Party

Signature of Party

Print Name

Print Name

Signature of Mediator

Signature of Mediator

Print Name

Print Name

*Section 3(c) shows how serious the mediation program is about protecting confidentiality. In everyday language, the section says that if any party wants to force us to break confidentiality, they'll not only have to pay for their own lawyer, but they'll have to pay for ours too. In addition, it says that if they're somehow successful in cracking the confidentiality barrier, they'll have to pay us for any expenses in complying, and they'll have to pay for any damages that might result from our complying.