

GUIDELINES FOR MEDIATION

Definition of Mediation: Mediation is a process which an impartial person(s), the Mediator(s), facilitates communication between parties to promote reconciliation, settlement, or understanding. The Mediator(s) may suggest ways of resolving the dispute but will not impose his or her judgment on the issues or for the parties.

Agreement of Parties: If the parties agree to mediation, they shall be deemed to have made these rules a part of their agreement to mediate.

Commitment to Participate in Good Faith: While no party is asked to commit to settle their case in advance of mediation, all parties commit to participate in the proceedings in good faith with the intention to settle if at all possible.

Parties Responsible for Negotiating Their Own Settlement: The parties understand that the Mediator will not and does not impose a settlement in their case. The parties agree they are responsible for negotiating a settlement acceptable to them. The Mediator is an advocate for the settlement and will facilitate negotiations of the parties. The Mediator does not warrant or represent that a settlement will result from the mediation process.

Authority of Representatives: Party representatives must have full authority to settle.

Privacy: Mediation sessions are private and confidential. The parties and their representatives may attend mediation sessions. Other parties of interest may attend only with the permission of parties and with consent of the Mediator.

Confidentiality: Confidential information disclosed to a Mediator by the parties or by witnesses in the course of the mediation shall not be divulged by the Mediator. All records, reports, or other documents received by a mediator shall be confidential. The Mediator shall not be compelled to divulge such records or to testify in regards to the mediation in any adversary proceeding or judicial forum. The parties shall maintain the confidentiality of the mediation. The parties shall not introduce the following as evidence in any arbitral, judicial or other proceeding:

- a.) views expressed or suggestions made by another party with respect to a possible settlement of the dispute;
- b.) admissions made by another party in the course of the mediation proceedings;
- c.) proposals made or views expressed by the Mediator; or
- d.) the fact that another party had or had not indicated willingness to accept a proposal for settlement made by the Mediator.

No Stenographic Record: There shall be no stenographic record of the mediation process. No other types of recordings shall be made during any portion of the mediation session. Notes taken by all parties and the Mediator will be collected at the end of the session and destroyed.

No Service of Process At Or Near the Site of the Mediation Session: A mediation participant can not be served with a subpoena, summons, complaint, citation, writ, or other process near the site of any mediation session. Near the site of the mediation session includes the participants entering, attending, or leaving a mediation session.

Termination of Mediation: The mediation shall be terminated due to the following:

- a.) by the execution of a settlement agreement by both parties;
- b.) by the Mediator declaring that further efforts during mediation are no longer worthwhile;
- c.) after the completion of one full mediation session; or
- d.) by verbal or written declaration of a party or parties that they wish to terminate the mediation proceedings.

Exclusion of Liability: The Mediator is not a necessary or proper party in any judicial proceeding relating to the mediation. The Mediator or any law firm employing a Mediator shall not be liable to any party for any act or omission in connection with any mediation conducted under these rules.