

SECTION 1: RESPONSIBILITIES OF THE PARTIES

- The undersigned parties voluntarily agree to the mediation process.
- The parties agree to use their best efforts to resolve their dispute through this mediation process.
- The parties understand that any party to the mediation process may withdraw at any time by notifying the mediation coordinator, mediator and all other parties.
- The parties agree to keep the content of the conversation in the mediation confidential, unless all parties in the mediation agree to share it.
- The parties agree to comply with any settlement agreements (written or oral) that may result from this mediation.
- The parties agree not to use any information gained solely through the mediation process in any legal or administrative proceedings.
- The parties agree not to call the mediator as a witness, or demand the production of any written record of the mediation from the mediator, in any subsequent legal or administrative proceedings.
- The parties agree to complete survey forms for use in program evaluation.

SECTION 2: RESPONSIBILITIES OF THE MEDIATOR(S)

- The role of the mediator(s) is to act as a neutral third party to assist parties to resolve the dispute under consideration.
- The mediator(s) has no authority to decide the case and will not provide legal counsel or act as an advocate for any party to the dispute.
- The mediator(s) does not provide legal advice. The parties are advised to seek legal counsel if they have concerns about their legal interests, rights or obligations.
- If any conflicts of interest are identified, it is up to the parties to determine if they want to continue with the mediation session.
- A mediator is required to tell the parties her or his qualifications if asked.
- A mediator is prohibited from making a report about this mediation to a court or other administrative body that may later make a ruling on the issues involved in this mediation, except that the mediation took place, attendance and if the mediation resolved the problem or not.

SECTION 3: MEDIATION PROCESS

- The parties agree that mediation communications are confidential unless otherwise prohibited by law. Each person is protected under the Uniform Mediation Act (ORC § 2710) from testifying about this mediation in a subsequent legal proceeding with some exceptions such as communications about threats of harm, crimes and child or elder abuse (ORC § 2710.05), or if the public records law applies (ORC § 149.43 (A)) and ORC § 2710.05).
- A party may request that a support person accompany her or him to the mediation, but a party is not required to bring someone with her or him. The support person will be identified as a non-party participant (NPP). All NPPs will be asked to sign the Agreement to Mediate and be subject to the confidentiality requirements described above.
- The parties agree that the selection of disputes or any settlements arising out of the program will not be introduced, referred to or in any other way used in any subsequent arbitration, litigation or administrative hearing, between the parties except as may be necessary to enforce the provisions and terms of the settlement agreement.
- The parties do not give up their right to explore other resolution processes if they do not agree to a settlement.
- Any agreement arising out of mediation is in no way precedent setting.

SECTION 4: STATEMENT OF UNDERSTANDING

By signature below, we acknowledge that we have read, understand and agree to this Mediation Agreement.

Circle Role: Party/Non Party Signature

Date

Circle Role: Party/Non Party Signature

Date

Circle Role: Party/Non Party Signature

Date

Circle Role: Party/Non Party Signature

Date

Mediator

Date