

Date

Subject: Mediation Conference for                      and

Dear                      and                      :

This letter will confirm the scheduling of the mediation conference. The conference will be held at                      at                      A.M. Make sure your calendar is clear to at least                      P.M. Please immediately advise if you or anyone accompanying you has a disability that may need to be accommodated during the conference.

This letter is also to confirm some ground rules of the mediation. Participation in this process is voluntary. Participants may terminate the process at any time. Each party has a right to have a representative assist them during the mediation process. This is not a legal proceeding and the rules of evidence do not apply.

As the mediator, I have no authority to decide the case and I will not be acting as an advocate or an attorney for either party.

Confidentiality is a critical part of the process. Consequently, I will not willingly testify on behalf of anyone on any matter concerning this mediation except on matters of violence or threats of violence. Further, the parties agree that they will neither subpoena myself nor any of my documents.

The parties will decide what to say and what types of evidence each may wish to bring and present at the conference. It is understood that the ability of the parties to keep the evidence confidential is narrowed to those matters that are unique to the mediation conference discussion and not otherwise discoverable.

I will begin the mediation with an opening statement. I will then ask the parties for their perspectives of the situation. Thereafter, joint discussions will be held during which time clarifying questions can be asked and potential solutions, if any, can be discussed.

Following the joint discussions, I will probably meet privately (caucus) at least once with each party. Information in the caucus that is confidential will not be shared in the other caucus or when we reconvene in a joint session. Following the caucuses, I will reconvene the joint session and determine if there is any area of agreement on any issue. If not, the negotiation process will continue, possibly with more caucuses, until it is clear that a settlement is or is not going to emerge at this session. If a settlement is reached, a memorandum of agreement will be drafted that is to be signed by all present. The settlement will not be final until all necessary approvals are provided. If there is a need or desire to reconvene the mediation on another day, that decision will be made jointly by the parties and myself.

I want to emphasize that each participant should come to the mediation prepared to present and discuss a variety of ways to resolve the issues raised. It is unrealistic to expect that simply restating each participant's views of the issues is somehow going to resolve the disputes. Before and during the mediation conference, I urge each participant to think of as many potential ways that these matters might be resolved to the mutual satisfaction of all participants. The more fixed each participant becomes on there being only one solution to any dispute, the less likely a resolution will occur. The mediator's task is to keep the parties talking, working, and exploring all aspects of the dispute, including a variety of possible solutions. The mediation process is designed to enhance this type of communication and problem solving. Everyone is encouraged throughout the process to be thinking of ways in which the dispute might be settled to the satisfaction of each party. The mediator's responsibility is to manage the process and the participants' tasks are to focus on the substantive aspects of the conflict and of the possible solutions.

Your signatures on the attached agreement reflect that you understand and agree to the above. The agreement should be brought to the mediation session. Should you have any questions, I can be reached at .

I look forward to working with you to attempt to resolve the dispute to everyone's mutual satisfaction.

Sincerely,

Mediator

Enc

AGREEMENT TO MEDIATE

The parties voluntarily agree to engage in mediation and accept the conditions of the mediation as outlined in \_\_\_\_\_ letter dated \_\_\_\_\_. The parties understand that the mediator has no authority to decide the case and is not acting as an advocate or attorney for any party.

Mediation is a confidential process. Any documents submitted to the mediator and statements made during the mediation are for resolution purposes only. The mediator will not willingly testify on behalf of anyone on any matter concerning this mediation except on matters of violence or threats of violence. Further, the parties agree that they will neither subpoena the mediator nor any of the mediator's documents.

No party shall be bound by anything said or done at the mediation unless a written settlement is reached and signed by all necessary parties.

No admission of guilt or wrongdoing by any party is implied, and none should be inferred by participating in this process.

By signature, we acknowledge that we have read, understand, and agree to the Agreement to Mediate.

Participant \_\_\_\_\_ Date \_\_\_\_\_

Participant \_\_\_\_\_ Date \_\_\_\_\_