

AGREEMENT TO MEDIATE WORKPLACE ISSUES

The undersigned participants, in good faith intend to resolve through mediation the conflicts or controversies they have submitted to the mediation process

The participants intend to avoid for themselves the bitterness and frustration which often accompany workplace controversies.

The participants intend to have greater understanding of the conflict or dispute and to create, if they so choose, through mediation, an agreement that either settles the major issues in a way that is fair and appropriate for all concerned or summarizes next steps and new insights that were learned throughout the mediation process.

Therefore, the participants agree:

1. Costs of Mediation

Mediation shall be conducted by a mediator from Louise Phipps Senft Associates/Baltimore Mediation, who shall be compensated by

at the standard rate of \$400 per hour, previously agreed upon in working on the on behalf of the participants to achieve the goals of mediation, including pre-mediation document review, written summaries, agenda topics, mediation phone calls and the like. Within ten (10) days of the mediation, the mediator will prepare a summary and/or terms of agreement of the mediation.

2. Payment

Payment is made on a as-you-go basis, and Louise Phipps Senft and Associates/Baltimore Mediation shall be compensated upon receipt of invoice, or no later than seven (7) business days, from receipt of invoice.

3. Written Summaries, Agreements and Settlement Agreements

If agreements are reached during mediation sessions, the participants may choose to have their mediator prepare a memorandum of understanding or summary. If the mediator prepares any written document, the participants understand that the mediator will be compensated at the same hourly rate of \$400 per hour.

The participants understand that no participant in mediation will be bound by anything said or done in mediation unless and until there is a written agreement signed by the participants. If this mediation concerns legal disputes, the parties understand that, before signing a settlement agreement, each has the right to consult with an attorney of his or her choosing, or anyone else if so chosen. Any written settlement agreement, signed by the parties, shall be binding and a copy shall be provided to the Human Resources to ensure implementation.

4. Mediation Process

The participants agree to try to resolve this situation through mediation. The process is an opportunity to have quality dialogue about a problem, situation and to explore various forms of resolution.

5. Role of Mediator

The participants understand that the mediator has no power to decide who is right or who is wrong or should win or lose. Rather, the participants understand that the mediator is going to try and help each and all of the participants reach his or her own resolutions or better understandings of this matter.

6. Privacy of Mediation

The participants agree that none of them will call as a witness any employee or agent of the LPS/BM to neither testify, nor will they subpoena any records of the LPS/BM, in any matter related to the mediation. During the mediation any written or typed notes made by the participants shall be collected by the mediator and destroyed following the mediation. No written notes may be removed from the mediation room by any participant. The mediator may keep his or her notes for purposes of drafting a summary or agreement; however, within twenty four (24) hours thereafter, the mediator shall destroy such notes. Audio or video recordings of the mediation are not permitted.

7. Confidentiality

Mediation: Except for the facts that the mediation occurred and who participated for purposes of organizational accountability, the mediator will treat all information provided during mediation sessions as confidential. Unless otherwise agreed, the mediator will hold information confidential that each participant tells him/her. The participants agree not to subpoena the mediator to testify about what was said or done in mediation. The mediator will not voluntarily testify on behalf of any participant and will not report anything said or done during the mediation. The participants understand the following exceptions to confidentiality: allegations of child or elder abuse, threats of harm or allegations of other criminal activity.

8. Use of Information

The participants understand that one of the possible outcomes of mediation clarity about next steps, resolution, and/or settlement, and that the purpose of the process is not to gather information for a hearing or trial. The participants understand that any communication between them at a mediation session cannot be used by them in a hearing or trial unless it is otherwise discoverable from some other forum or resource. The participants understand that any documents prepared for or during mediation (such as offers, case summaries presented to the other participant or to the mediator or notes taken by the mediator) are for mediation communication purposes only and may not be subpoenaed for, or used in, a hearing or trial. However, unless

decided otherwise, the participants understand that they are free to consult with others outside the mediation process regarding information from a mediation session if they so choose.

9. Consultants or Others

The participants understand that the mediator is not going to act as an advocate, counselor, therapist or attorney for them (or for any other participant in the matter), and that they have the right to have a representative assist them in mediation. In the event of a disputed formal claim within an organization that uses the mediation process, participants may provide to the mediation coordinator the names of any person who will be attending the mediation as his or her representative to assist them at the mediation. Persons other than the mediator such as attorneys, specialists, therapists, financial advisers, engineers and personal advisers may be called for consultation by any participant, or by both participants together when the participants agree to their being called and agree to their rate of compensation, if any, and which participant is responsible for the payment of the compensation for consultants and any other third parties.

Consultants or experts assisting the participants in mediation may participate in mediation sessions, if the mediator and the participants find that their participation may facilitate resolution or greater understanding of the issues.

10. Attendance at Mediation Sessions

The participants will be expected to arrange their business and personal affairs so as to enable them to attend mediation sessions as scheduled. Mediation sessions will be scheduled at the convenience of the participants in so far as possible.

11. Notice of Cancellation

Notice of cancellation of appointments must be given by the participants not less than five (5) full business days in advance of the session date. Otherwise full charge may be made for the missed appointment.

12. Participation of Others

Other persons having a direct interest in the mediation may participate in mediation sessions relating to their interests, if the parties and mediator find that their input or participation may facilitate resolution or greater understanding of the issues.

13. Personal Counsel

The participants are encouraged to consult with legal or other counsel early in the mediation process in order to ascertain any legal perimeters of their controversy, if any. The participants will provide their counsel with information concerning the controversy, if any. After a final agreement is reached and it is formalized in writing, each participant may, if so chosen, have it reviewed by his or her attorney or other counsel prior to signing it, although doing so is not required.

14. Full Disclosure of Financial Information

If applicable, each participant will be expected to disclose fully all financial information, requested by the mediator, and reasonable and pertinent information requested by the other participants if decisions are being made based on the financial information requested.

Note: Subsequent findings of nondisclosure of appropriate information may constitute grounds for nullifying the agreement.

15. Transfers of Property

During the mediation process, if any property is at issue, no participant without the agreement of the others, will transfer, encumber, conceal, or in any way buy or dispose of any tangible or intangible property except in the usual course of business.

16. Termination of Mediation

Each mediation session will last no more than six (6) hours. Any participant wishing to terminate or extend the mediation will raise this as an issue for discussion during a mediation session. Any agreement to extend the mediation session beyond the six (6) hour period must be approved in advance, with compensation made at the regular hourly rate for each additional hour.

17. Impasse

If the participants are unable to reach a resolution about any or all issues, the participants and the mediator will discuss in joint session or in separate sessions options for next steps. These options may include separate sessions with the mediator, referral of particular issues to other professionals or suspension or termination of mediation.

18. Initiating Court Proceedings

LPS/BM does not represent any participants in court or in any administrative hearing process and does not file on behalf of the participants any documents with the court or hearing body.

19. Mediation of Future Disputes

LPS/BM is available for mediation of further disputes concerning any of the terms of a summary, a memorandum of understanding or agreement, or a settlement agreement or other future issues.

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For Louise Phipps Senft & Associates/
Baltimore Mediation
