

MEDIATION CONSENT FORM

1. The decision to mediate is completely voluntary and understood to be so by all involved parties.
2. The Mediator will not make decisions or provide legal advice.
3. Either of the parties or the Mediator shall be entitled in their absolute discretion to terminate a Mediation Session at any time without giving any reason therefore.
4. Mediation does not influence the grievance timeframes unless the agency and employee agreed to an extension in writing per the Rules for State Personnel Administration. If an agreement is reached, the grievant should formally withdraw the grievance.
5. The parties agree that all matters discussed during the mediation are confidential and cannot be used in any subsequent administrative or judicial proceeding. Confidentiality, however, will not extend to threats of physical harm or incidents of actual violence that occur during the mediation, or anything illegal, unethical or immoral.
6. Any communications between the EEO Administrator and/or the Mediator and/or the parties are considered dispute resolution communications and will be kept confidential.
7. Mediation sessions will not be electronically recorded or transcribed. All information or documentation provided to the Mediator during the course of the mediation shall be destroyed by the Mediator after conclusion. All notes and documents created by the Mediator in preparation for and/or during the course of the mediation shall be destroyed after conclusion of the mediation.
8. If agreement is reached by all parties, the Mediation Coordinator shall prepare an Agreement. Once signed by both parties, and any applicable revocation period has passed, the Agreement shall be binding upon all parties to the Mediation. If the mediation is not successful, the parties may reconvene when requested.

Employee Signature

Employee Name (Printed)

Employee Signature

Employee Name (Printed)

Today's Date: _____