

MARYLAND COMMISSION ON CIVIL RIGHTS (MCCR)

Mediation Program Participation Agreement

Case Name:

FEPA Charge #:

EEOC Charge #:

By signing this agreement, I acknowledge that I have read, understand and agree that:

1. The mediation process is voluntary and that any participant and/or the mediators may withdraw from or suspend the process at any time, for any reason.
2. The mediators are neutral facilitators of the mediation process and will not render opinions or decisions; will not act as advocates; and will not give legal advice.
3. The mediators will maintain the confidentiality of all mediation communication (speech, writing or conduct made as part of a mediation, including communication made for the purpose of considering, initiating, scheduling, continuing, or reconvening a mediation) with the exception of child abuse, elder abuse and/or credible threats of violence, in accordance with agency policy and mediation program guidelines. In addition, mediation communication otherwise admissible or subject to discovery does not become inadmissible or protected from disclosure solely by reason of its use in mediation.
4. The participants will not subpoena the mediators, observers and/or MCCR mediation staff and agree that the mediators, observers and/or MCCR mediation staff will not testify in any pending or future proceedings. Mediators, observers and/or MCCR mediation staff will also not be held responsible for any damages that may arise from the mediation process.
5. Any notes taken by the mediators, during the mediation process, will be destroyed by the mediators, except as may be mutually agreed upon by the participants and the mediators.
6. If a final settlement agreement is reached, it will be reduced to writing and included as part of an MCCR Pre-Determination Settlement (PDS) Agreement. In order for this PDS Agreement to be fully executed it must be reviewed and approved by the MCCR Executive Director or designee to ensure consistency with state laws, agency policies and mediation program guidelines. Once the written settlement agreement is approved, it will be binding on all parties to the charge. The terms of any final MCCR Pre-Determination Settlement Agreement become an Order of the Commission and are thus, *not* confidential. Notwithstanding, the parties to the charge may enter into a separate agreement holding the terms confidential so long as the parties understand that MCCR is not bound by or a party to any separate agreement. Furthermore, the MCCR will not be responsible for the enforcement of the terms of any agreement to which the MCCR is not a party.
7. If mediation results in a final settlement agreement, the Complainant will also complete and sign a withdrawal of charge form.
8. If mediation does not result in a final settlement agreement and/or withdrawal of the charge, the case will be transferred to the appropriate MCCR unit for further processing.

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9. The MCCR Mediation Program and the mediators follow the *Maryland Standards of Conduct for Mediators* approved by the Maryland Program for Mediator Excellence (Available online at http://www.courts.state.md.us/macro/rules_standards.html).

_____ Complainant	_____ Date	_____ Respondent/Job Title	_____ Date
_____ Complainant's Representative	_____ Date	_____ Respondent's Representative	_____ Date
_____ Other Participant	_____ Date	_____ Other Participant	_____ Date
_____ Other Participant	_____ Date	_____ Other Participant	_____ Date
_____ Mediator	_____ Date	_____ Mediator	_____ Date
_____ Observer	_____ Date	_____ Observer	_____ Date