

THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE AGENCY. THIS DOCUMENT DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS. THE AGENCY RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT, IN WHOLE OR IN PART. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE TERMS OF THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT.

Agency: _____

Human Resources Department Contact: _____

Contact Person's Phone Number: _____

Name of Party No. 1 to Requested Mediation: _____

Party No. 1's Title: _____

Party No. 1's Phone Number: _____

Name of Party No. 2 to Requested Mediation: _____

Party No. 2's Title: _____

Party No. 2's Phone Number: _____

GENERAL INFORMATION

- * Mediation is a voluntary negotiation process that begins and continues only with the consent of all parties. The mediator cannot and will not impose any decision on you. Therefore, mediation is different from arbitration and litigation in that the mediator will make no decision, award, or ruling in this case. Instead, the mediator will lead the negotiations and assist you in your effort to reach a mutually satisfying agreement.
- * The goal of the mediation is that an agreement will have been reached on some or all of the issues. The fact that you are both willing to attempt mediation is a very important first step toward resolving your differences.
- * The mediator cannot represent either or both of you in this mediation, nor can the mediator give any legal or financial advice or counseling.
- * It is understood that in order for mediation to work, open and honest communications, including full disclosure of all relevant and pertinent information, are essential.
- * The mediator will not reveal anything discussed in mediation without the permission of both parties.

3. The parties agree not to subpoena or demand the production of any records, notes, work product or the like of the mediator in any legal or administrative proceeding concerning this dispute. To the extent that anyone may have a right to demand these documents, that right is hereby knowingly and voluntarily waived. If, at a later time, either party decides to subpoena the mediator, the Division of State Human Resources will move to quash the subpoena. That party agrees to reimburse the Division of State Human Resources for whatever expenses incurred in such an action, including attorney fees, for all the time that is taken by this matter. The exception to the above is that this Agreement to Mediate and any written agreement made and signed by the parties as a result of mediation may be used in any relevant proceeding, unless the parties make a written stipulation to the contrary.
4. The parties both agree that there will be a complete and honest disclosure by each of the parties during the mediation conference of all relevant information and documents. This includes providing each other and the mediator with all information and documentation that usually would be available through the discovery process in a legal proceeding.
5. Both parties agree that all written and oral communications, negotiations, and statements made in the course of mediation will be treated as privileged settlement discussions and are absolutely confidential.
6. Once a final agreement is signed, it becomes binding on the parties as a contract subject to all defenses and protection of South Carolina contract law.
7. The parties authorize the mediator to provide a copy of their final agreement to the Division of State Human Resources for statistical purposes only to assist the Division of State Human Resources in evaluating the effectiveness of using Alternative Dispute Resolution in state agencies.
8. A copy of the final agreement will also be provided to individuals at the parties' agency who will be charged with implementing the terms of the agreement.

I have read, understood, and do hereby agree to each of the provisions of this agreement listed above. I have also read the general information section of this Request Form, received a copy of "The Steps in Having a Mediation conducted through the Statewide Mediators Pool," and a copy of this request form.

Signature

Signature

Date

Date