

AGREEMENT TO PARTICIPATE IN GOOD FAITH

I recognize that facilitation is an attempt to clarify issues and potentially resolve conflict between the participating parties. I agree to enter into this facilitation in good faith, meaning that I will sincerely attempt to cooperate with the facilitator(s) assigned to this case, listen to other participants with an open mind, and give serious consideration to all suggestions that are presented. I understand that no admission of guilt or wrongdoing by any party is implied, and none should be inferred, by participation in this process.

I understand that the facilitator(s) assigned to this case will not be serving as advocate, attorney, or judge, and will not provide legal advice or dictate solutions. The facilitator's function is to act as a neutral third party who assists the participants in identifying central facts and issues; communicating their perspectives, concerns and needs; and together working towards jointly identified actions to resolve the issues, conflict or communication difficulties that brought them to seek the assistance of a neutral facilitator.

I understand that it is not anticipated that any written "settlement" agreement will result from this facilitation session because there is no active administrative or legal dispute to be "settled" – but instead that as participants we may decide to enter into a voluntary and mutually acceptable agreement for how to resolve the concerns that brought us here, and we may write those terms into a memorandum of understanding that will guide our interactions after the facilitation concludes. I understand that the facilitator(s) will have no role in monitoring our execution or compliance with any agreement that we reach. I understand that I have the opportunity to consult with independent legal counsel at any time.

I understand and agree that statements made in this mediation will remain confidential to the fullest extent permitted by law, except for the limited purpose of implementing any agreement that we reach. I also agree that, to the extent confidentiality may not be required by law, we will nonetheless treat these facilitation discussions as confidential and not to be shared with persons outside the facilitation except that the result of this facilitation may be shared, as necessary, with those who will assist us in moving forward according to any agreement we reach as a result of this facilitation. I understand that we will regard dispute resolution communications that have been available to all participants as exempt from confidentiality under the Administrative Dispute Resolution Act of 1996 unless such communications are generated by the neutral (facilitator). I also understand and agree that confidentiality will be waived in instances of fraud, waste, abuse, criminal behavior, harm or threats of harm to persons, and when a participant has a complaint against the facilitator. I understand and agree that concessions either party makes in an unsuccessful attempt to resolve the issues here at hand during this facilitation will not be used against that party in any future administrative or legal proceedings which may arise.

I also understand and agree that I may not subpoena or attempt to require the facilitator(s) in this case to testify or produce records, notes, or a work product in any future proceedings and that no recordings or stenographic records will be made of the facilitation session.

I realize that facilitation may be time-consuming. I agree to make myself available for as much time as is determined necessary by the facilitator (usually a minimum of four hours is required) to give the process a fair opportunity to succeed. If anyone decides to withdraw from facilitation, best efforts will be made to discuss this decision with all participants.

By signing this document, I acknowledge that I have read, understand, and agree to this Agreement.

Facilitation Participant name (printed)

Signature

Date

Facilitation Participant name (printed)

Signature

Date

Facilitation Participant name (printed)

Signature

Date

Facilitation Participant name (printed)	Signature	Date
Facilitation Participant name (printed)	Signature	Date
Facilitation Participant name (printed)	Signature	Date
Facilitation Participant name (printed)	Signature	Date
Facilitation Participant name (printed)	Signature	Date
Facilitation Participant name (printed)	Signature	Date
Facilitation Participant name (printed)	Signature	Date
Facilitation Participant name (printed)	Signature	Date
Facilitation Participant name (printed)	Signature	Date
Facilitation Participant name (printed)	Signature	Date
Facilitation Participant name (printed)	Signature	Date
Facilitation Participant name (printed)	Signature	Date
Facilitation Participant name (printed)	Signature	Date
Facilitation Participant name (printed)	Signature	Date
Facilitation Participant name (printed)	Signature	Date