AGREEMENT TO MEDIATE

We agree to submit our dispute to mediation at the Bennington College Mediation Clinic (BCMC). We are willing to attempt to work out an agreement in good faith and acknowledge we will be responsible for carrying out the terms of any agreement we make.

Mediators' Role

We understand the mediators serve as neutral third parties who may facilitate communication, negotiation and problem solving. The mediators are not practicing law nor acting as judges: they do not provide legal advice, nor decide outcomes. Any opinions advanced by the mediators are solely for the purpose of assisting negotiation, and do not constitute an official or legal opinion. The parties are the sole decision makers at mediation.

Prior to and during any mediation session, the mediators may meet with parties individually or in whatever grouping the mediators wish, using separate rooms when appropriate.

Confidentiality

We understand that what is said in this mediation is confidential and we, as parties, and any non-parties who are permitted to accompany us to the mediation, agree to keep confidential what is said in this mediation. We understand that the mediators, and student observers, will treat all information presented at mediation as confidential.

We understand that all notes, records, and other information created or gathered by the mediators during and about the mediation are not available to the parties or their attorneys. We will not subpoena, cause to be subpoenaed, or otherwise involve the mediators, or student observers, in any court proceedings involving this mediation. We agree that the mediation is to be considered a "compromise negotiation" under Vermont Rule of Evidence 408 or similar court rule, which means that evidence of conduct or statements made in the mediation will not be admissible in court for most purposes.

We understand that this mediation is regulated by Vermont law, including the Uniform Mediation Act and the Vermont Rules of Evidence. Vermont law generally prohibits the disclosure of information revealed in a mediation, but with some exceptions, such as threats to commit a crime of violence.

Attorneys and Other Professionals

Each party is entitled to have an attorney or other professional advisor attend or be available for consultation during the mediation session and before signing any writing resulting

from the session. The attendance of an attorney or other professional advisor, however, is not necessary for participation in mediation.

Agreements

We understand that despite any statement, act, or exchange, either in preparation for or during the mediation session, there is no final agreement or settlement of the issues submitted for mediation until a written agreement is signed by every party.

Costs; Observers

We understand that BCMC provides this mediation service at no cost to the parties. The parties acknowledge that student observers may be present at the mediation. These observers will be held to the same standards of confidentiality as the mediators.

Voluntary Process

We understand that mediation is a voluntary process and that any party, or the mediators, may terminate the mediation at any time.

Signed this ____ day of _____, 20_____

Parties and Other Participants

_____ _____

_____ _____

_____ _____

Mediator(s)

_____ _____

Observer(s)

_____ _____

_____ _____