

RULES FOR MEDIATION

*Office of Judicial Affairs and Mediation Services
Middle Tennessee State University*

1. **Definition of Mediation.** Mediation is a process in which a neutral third party (mediator) facilitates the discussion and identification of issues between the disputants, the development of alternate solutions, and the negotiation of a mutually satisfying outcome to the dispute. *(taken from "Training Peer Mediators in the College and University Setting: A Trainer's Guide" by Rick Olshak)*
2. **Agreement of Parties.** Whenever the parties have agreed to mediation, they shall be deemed to have read these rules, as amended and in effect as of the date of the submission of the dispute, as part of their agreement to mediate.
3. **Consent to Mediator.** The parties consent to the appointment of the individual named as mediator and the Office of Judicial Affairs and Mediation Services as administrator in their case. The mediator shall act as an facilitator towards resolution and shall use his/her best efforts to assist the parties in reaching a mutually acceptable settlement.
4. **Conditions Precedent to Serving as Mediator.** The mediator shall not serve as a mediator in any other dispute in which he has any financial or personal interest in the result of the mediation. Prior to accepting an appointment, the mediator shall disclose any circumstances likely to create an assumption of bias. In the event that the parties disagree as to whether the mediator shall serve, the mediator shall not serve.
5. **Authority of Mediator.** The mediator does not have the authority to decide any issues of the dispute. The mediator is authorized to conduct joint and separate meetings with the parties and to offer suggestions to assist the parties to achieve settlement. If necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the parties agree. Arrangements for obtaining such advice shall be made by the mediator of the parties, as the mediator shall determine.
6. **Commitment to Participate in Good Faith.** While no one is asked to commit to settle their case in advance of mediation, all parties commit to participate in the proceedings in good faith with the intention to settle, if at all possible.
7. **Parties Responsible for Negotiating Their Own Settlement.** The parties understand that the mediator will not and cannot impose a settlement in their case and agree that they are responsible for negotiating a settlement acceptable to them. The mediator, as an advocate for settlement, will use every effort to facilitate the negotiations of the parties. The mediator does not warrant or represent that settlement will result from the mediation process.
8. **Time and Place of Mediation.** The mediator shall fix the time of each mediation session based on the scheduled submitted on the "Mediation Intake" form. The mediation session shall be held at any convenient location chosen by the mediator.

9. **Presentation of Information.** At or before the first session, the parties may be expected to meet with the mediator one-on-one. This is up to the preference of the assigned mediator.
10. **Privacy.** Mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator.
11. **Confidentiality.** Confidential information disclosed to a mediator by the parties or by witnesses in the course of the mediation shall not be divulged by the mediator (except in cases of abuse or imminent threat of danger to self or others). All records, reports or other documents received by a mediator while serving in that capacity shall be confidential. The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum. The Office of Judicial Affairs will maintain the original mediation file. The written agreement, including all terms of the agreement is not confidential.
12. **No Stenographic Record.** There shall be no stenographic, electronic or any other record of the mediation process without consent of the Office of Judicial Affairs and Mediation Services.
13. **Termination of Mediation.** The mediation shall be terminated by: a) the execution of a written mediation agreement by the parties; b) declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or c) a request by one or all disputants to end the mediation. Mediations terminated without reaching a written agreement are sent back to the Office of Judicial Affairs and Mediation Services to determine the next step in resolving the case.
14. **Exclusion of Liability.** The mediator is not a necessary or proper party in judicial proceedings relating to the mediation. Neither the mediator(s) nor Middle Tennessee State University shall be liable to any party for any act or omission in connection with any mediation conducted under these rules.
15. **Interpretation and Application of Rules.** The mediator shall interpret and apply these rules.