**AGREEMENT TO PARTICIPATE IN**

**ALTERNATIVE DISPUTE RESOLUTION (ADR)**

**CAPTION & DOCKET #:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPELLANT:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPELLEE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This is an agreement by the parties to participate in ADR involving the Appellant and Appellee in the above referenced appeal. The parties understand that ADR is a voluntary process which may be terminated at any time.

The parties and, if they desire, their representative and/or attorney, are invited to attend an ADR session. No one else may attend without the permission of the parties and the consent of the facilitator(s).

The facilitator(s) will not represent either party. However, the facilitator(s) may assist the parties in crafting a settlement agreement. Each party acknowledges being advised to seek independent legal review prior to signing any settlement agreement.

The parties acknowledge that they have received a copy of the ADR Fact Sheet.

The parties acknowledge that the facilitator(s) possesses the discretion to terminate the ADR at any time if an impasse occurs or if either party or the facilitator deems the case inappropriate for ADR.

The parties recognize that ADR is a confidential process and agree to abide by the terms of the attached Confidentiality Agreement.

The parties acknowledge that if a settlement is reached as a result of ADR, the assigned facilitator(s) is required to report to SPO any terms of settlement. This information is reported for purposes of providing data to SPO for evaluation of ADR and for Director approval. The individual terms of the agreement will not be disclosed to the public.

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Appellant Date Appellee Date

or or

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Appellant’s Representative Date Appellee’s Representative Date

\*\* Please be sure to sign the Confidentiality Agreement on the next page.\*\*

**ALTERNATIVE DISPUTE RESOLUTION (ADR)**

**CONFIDENTIALITY AGREEMENT**

**CAPTION & DOCKET #:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPELLANT:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPELLEE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The parties agree to participate voluntarily in ADR in an effort to resolve the administrative appeal filed with SPO, and they agree to maintain strict confidentiality.

2. The parties agree that all matters discussed during the ADR are confidential unless otherwise discoverable, and cannot be used as evidence in any subsequent administrative or judicial proceeding. Only a Settlement signed by all parties may be so admissible. Confidentiality, however, will not extend to threats of imminent physical harm or incidents of actual violence that occur during the ADR process. *[Note: Settlement facilitators are legally required to report alleged instances of child abuse or situations of potential personal violence to self or others.]*

3. Any communication between the ADR Coordinator and the facilitator(s) and/or the parties are considered dispute resolution communications with a neutral facilitator and will be kept confidential. The parties further agree that any meetings between the settlement facilitator and an individual party in caucus shall be confidential between that party and the settlement facilitator, except to the extent that the party specifically authorizes the settlement facilitator to share information in joint settlement facilitation sessions.

4. The parties agree not to subpoena the facilitator(s) or compel the facilitator(s) to produce any documents provided by a party in any pending or future administrative or judicial proceeding. The facilitator(s) will not voluntarily testify on behalf of a party in any pending or future administrative or judicial proceeding. The parties further agree that the facilitator(s) will be held harmless for any claim arising from the ADR process.

5. ADR sessions will not be tape recorded or transcribed by SPO, the facilitator, or any of the participants. All information including all notes, records, or documents generated during the course of the ADR shall be destroyed at the conclusion of the session. Parties or their representatives are not prohibited from retaining their own notes. However, SPO will not maintain any such notes or records as part of its record keeping procedures.

6. If a settlement is reached by all the parties, the agreement shall be reduced to writing and when signed shall be binding upon all parties to the agreement. If the appeal is not resolved through ADR, it is understood by the parties that the appeal will be referred to the Adjudication unit at SPO for a hearing.

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Appellant Date Appellee Date

or or

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Appellant’s Representative Date Appellee’s Representative Date