

CONFIDENTIALITY AGREEMENT

CHARGE NUMBER:

1. The parties agree to participate voluntarily in mediation in an effort to resolve the charge(s) filed with the EEOC.
2. The parties agree that all matters discussed during the mediation are confidential, unless otherwise discoverable, and cannot be used as evidence in any subsequent administrative or judicial proceeding. Confidentiality, however, will not extend to threats of imminent physical harm or incidents of actual violence that occur during the mediation.
3. Any communications between the ADR Coordinator and the mediator(s) and/or the parties are considered dispute resolution communications with a neutral and will be kept confidential.
4. The parties agree not to subpoena the mediator(s) or compel the mediator(s) to produce any documents provided by a party in any pending or future administrative or judicial proceeding. The mediator(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 mediator(s) will be held harmless for any claim arising from the mediation process.
5. Mediation sessions will not be tape-recorded or transcribed by the EEOC, the mediator or any of the participants. All information including all notes, records, or documents generated during the course of the mediation shall be destroyed at the conclusion of the session. Parties or their representatives are not prohibited from retaining their own notes. However, EEOC 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 charge(s) is not resolved through mediation, it is understood by the parties that the charge(s) will be transferred to the investigative unit for further processing.

Charging Party Date

Respondent Date

Charging Party's Representative Date

Respondent's Representative Date



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
St. Louis District Office

Robert A. Young Building
1222 Spruce Street, Room 8.100
St. Louis, MO 63103
(314) 539-7800
TTY (314) 539-7803
FAX (314) 539-7893

SETTLEMENT AGREEMENT

CHARGE NUMBER:

CHARGING PARTY:

RESPONDENT:

1. In exchange for the promises made by _____ of (Respondent), EEOC and Charging Party agrees not to institute a lawsuit under Title VII of the Civil Rights Act of 1964, as amended and that the terms of this agreement shall remain confidential.
2. Further, EEOC, Charging Party and Respondent agree submission of this agreement to EEOC will constitute a request for closure of EEOC Charge Number _____.
3. It is understood that this agreement does not constitute an admission by Respondent of any violation of Title VII of the Civil Rights Act of 1964, as amended.
4. Respondent affirms that it does not discriminate or retaliate against any person because of opposition to any practice deemed illegal under Title VII of the Civil Rights Act of 1964, as amended, or for giving testimony, assistance or participating in any manner in an investigation, proceeding or a hearing under the aforementioned Act.
5. This document constitutes a final and complete statement of the agreement between the parties.
6. The parties agree that the EEOC is authorized to investigate compliance with this agreement and that this agreement may be specifically enforced in court by the EEOC or the parties and may be used as evidence in a subsequent proceeding in which a breach of this agreement is alleged.
7. As evidence of a good faith effort to resolve EEOC Charge Number _____, Respondent offers and EEOC and Charging Party accepts the following proposal of settlement:

Charging Party

Date

Respondent

Date

In reliance on the promises made in paragraphs one through seven above, EEOC agrees to terminate its investigation and to not use the above referenced charge as a jurisdictional basis for a civil action under Title VII of the Civil Rights Act of 1964, as amended EEOC does not waive or in any manner limit its right to investigate or seek relief in any other charge including, but not limited to, a charge filed by a member of the Commission against the Respondent..

On behalf of the Commission:

James R. Neely, Jr.
District Director

Date

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

REQUEST FOR WITHDRAWAL OF CHARGE OF DISCRIMINATION

Instructions to the person requesting withdrawal: You recently indicated a desire to withdraw your charge. In order to begin such action, please furnish the information below and return this form in the enclosed envelope. As a request for withdrawal of charge is subject to the approval of the Commission, your request will be considered and acted upon when received by this office. Please note that at this time the Commission is still prepared to proceed with your case if you so desire.

CHARGE NUMBER	DATE
AGGRIEVED PARTY	RESPONDENT(S)

AGGRIEVED PARTY - - COMPLETE INFORMATION BELOW
(Continue on reverse if necessary)

I am aware that the Federal Government protects my right to file a charge and have been advised that it is unlawful for any person covered by the statutes enforced by EEOC to threaten, intimidate, harass or otherwise retaliate against me because I have filed a charge. I have not been coerced into requesting this withdrawal.

I request the withdrawal of my charge because:

I also request that this charge dual filed under the Missouri Human Rights Act, Chapter 213.RSMo also be withdrawn.

DATE	SIGNATURE	FOR EEOC USE ONLY
SEND TO U.S. Equal Employment Opportunity Commission 1222 Spruce St., Room 8.100 St. Louis, MO 63103		<input type="checkbox"/> Withdrawal with Settlement <input type="checkbox"/> Withdrawal without Settlement <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove
		DATE APPROVING OFFICIAL

UNIVERSAL AGREEMENT TO MEDIATE

The United States Equal Employment Opportunity Commission, St. Louis District Office, and **(insert company name)** enter into this Universal Agreement to Mediate. This Universal Agreement to Mediate applies to Charges of Discrimination filed with the St. Louis District Office of EEOC, or any Charge of Discrimination filed with a Fair Employment Practice Agency and then deferred to the EEOC for processing that the EEOC deems eligible for the mediation program.

Whereas the EEOC's Alternative Dispute Resolution Program provides a method for employer and claimant to come together and informally resolve their workplace disputes, and wherein, **(name of company)** has an interest in resolving workplace disputes that may arise in a fair and efficient manner, the St. Louis District Office of EEOC and **(name of company)**, agrees as follows:

1. All eligible Charges of Discrimination filed with the St. Louis District Office of EEOC wherein **(name of company)** is named as an employer/respondent will be referred to the St. Louis District Office's Mediation Program. This Universal Agreement to Mediate will operate as a general agreement and is used in lieu of an individual Agreement to Mediate for all charges of Discrimination filed against **(name of company)**.
2. The St. Louis District Office's mediation program is a voluntary program. Therefore, **(name of company)** and the Charging Party have the right to refuse to mediate any Charge of Discrimination. If either party rejects mediation, the charge is ineligible to enter the St. Louis District Office's mediation program and will be forwarded to the enforcement unit for investigation.
3. Charges of Discrimination filed against **(name of company)** that would normally be dismissed under the Commission's Priority Charge Handling Procedures will not be eligible to enter the ADR program.
4. All inquiries and scheduling of mediations shall be scheduled through the Mediation Unit of the EEOC as soon as practical after the charge is filed and the Charging Party has agreed to participate, but in any event no later than 45 days from the date the charge enters the mediation program.
5. All inquiries regarding the St. Louis District Office's Mediation Program shall be directed to the ADR Coordinator.

Lynn Bruner, District Director
For the Commission

For

Date

Date

Ten Reasons to Mediate

- ✓ **Free**
Mediation is available at no cost to the parties.
- ✓ **Fair and Neutral**
Parties have an equal say in the process and decide settlement terms. . . not the mediator. There is no determination of guilt or innocence in the process.
- ✓ **Saves Time and Money**
Mediation usually occurs early in the charge process, and many mediations are completed in one meeting. Legal or other representation is optional but not required.
- ✓ **Confidential**
All parties sign an agreement of confidentiality. Information disclosed during mediation will not be revealed to anyone. . . including other EEOC investigative or legal staff.
- ✓ **Avoids Litigation**
Lengthy litigation CAN be avoided. Mediation costs less than a lawsuit and avoids the uncertainty of judicial outcome.
- ✓ **Fosters Cooperation**
Mediation fosters a problem solving approach to complaints and workplace disruptions are reduced. With investigation, even if the charge is dismissed by EEOC, the underlying problems may remain, affecting others in the workforce and human resources staff.
- ✓ **Improves Communication**
Mediation provides a neutral and confidential setting where both parties can openly discuss their views on the underlying dispute. Enhanced communications can lead to mutually satisfactory resolutions.
- ✓ **Discover the Real Issues in your Workplace**
Parties share information, which can lead to a better understanding of issues affecting the workplace.
- ✓ **Design your own Solution**
A neutral third party, with no decision making authority, assists the parties in reaching a voluntary, mutually beneficial resolution. Mediation can resolve all issues important to the parties, not just the underlying legal dispute.
- ✓ **Everyone Wins**
An independent survey showed 96% of all respondents and 91% of charging parties who used mediation would use it again if offered.

EEO CHARGE

MEDIATION	Firewall	ENFORCEMENT
Parties talk		Parties do not talk
Discussion Regarding Facts		Case assigned to investigator
Split Parties		Written position statement (R's)
↓		Request for information
Negotiations		OR
↓		On-site visit
Successful		Review Additional Documents
↓		Look at facility
Resolution		Interview other employees
↓		Written Finding
Agreement		Letter of violation
↓		Successful Conciliation
Dismissed		=Agreement/Dismissal
		Unsuccessful Conciliation
		=Federal Court
		Dismissal/Right to Sue
		Decision >180 days
Parties make decisions		Decision made by outsider
Confidential		Loss of Confidentiality
WIN/WIN for both parties		Monetary Fees
		Court Costs
		Attorney Fees
		Class Allegation
		Additional Parties