



Peer Mediation and Confidentiality Agreement
(San Francisco Department of Human Resources Mediation Program)

Participant #1 (Print Name): _____

Participant #2 (Print Name): _____

Mediator (Print Name): _____

The participants in this mediation enter into this Peer Mediation and Confidentiality Agreement (“Agreement”) and agree that:

1. The mediator is a neutral party with training as a peer mediator. The mediator will meet with participants to facilitate an open discussion regarding unresolved issue(s) between the participants. The participants have volunteered to participate in this peer mediation and to work in good faith to reach a mutual understanding and resolve outstanding differences.
2. The participants understand that the mediator does not have the power to decide disputed issues for the participants. The mediator cannot render individual advice to any participant and has the obligation to work on behalf of each participant equally.
3. The mediator will not record or transcribe the mediation, and the participants may not record the mediation.
4. Except as expressly provided in this Agreement, all communications and discussions during the mediation are confidential. Participants understand and agree that, except as otherwise provided in this Agreement, the mediator and other participants will not and may not disclose information from the mediation. This confidentiality obligation means that neither the mediator nor any participant has an obligation or authorization to breach the confidentiality of the process to report any alleged Equal Employment Opportunity (“EEO”) violations or complaints disclosed in the mediation. Any participant with an EEO complaint must separately report that complaint under any reporting method in the City’s EEO Policy, including to a supervisor, departmental HR personnel, or the City’s Department of Human Resources EEO Division.
5. Confidentiality will not extend to any threats of physical harm or incidents of actual violence that occur during the mediation, or to any illegal conduct or threats of illegal conduct.
6. This Agreement does not prevent disclosure of the fact that the participants agreed to participate in the mediation or the fact that a mediation took place.

7. Except as provided in paragraphs (5) and (6) above, nothing said by the participants or mediator during the mediation, and no material submitted during the mediation, is admissible or subject to discovery, and disclosure of the evidence shall not be compelled, in any arbitration, administrative matter, civil action, or other non-criminal proceeding in which, pursuant to law, testimony can be compelled. Evidence otherwise admissible or subject to discovery outside of this mediation shall not be or become inadmissible or protected from disclosure solely by reason of a participant discussing or using it in this mediation.
8. The participants agree that they may not and will not call the mediator to give evidence in any investigation; disciplinary, administrative or court action; or any other proceedings.
9. Any notes taken by the mediator during the mediation are solely an aide for the mediator, and will be destroyed at the end of the mediation process. Notes are not retained on file. Any notes taken by participants are subject to the terms of this Agreement.
10. The mediation is a voluntary process. Participants agree to participate in the mediation in good faith, however, the mediator or any participant may terminate or suspend the mediation at any time.
11. If the participants reach a mutually acceptable agreement arising out of this mediation, they will memorialize that agreement in a written document signed by the participants. The participants may keep any documents produced during the mediation as a record for themselves and, if both participants agree, may make such documents available to departments or persons within the City and County of San Francisco to assist in implementing the mediated agreement. The mediator will assist the participants in preparing an agreement.
12. For the purpose of confidentiality, mediation begins when initial contact is made with the mediator, and ends, apart from an agreement as described in Paragraph 11 above, when: (i) a participant provides the mediator and other mediation participants with a writing stating that the mediation is terminated, or words to that effect; or (ii) the mediator provides the participants with a writing signed by the mediator that states that the mediation is terminated, or words to that effect. Termination of a mediation does not alter the participants' obligations as specified in this Agreement.
13. The participants agree that the mediator will not be liable to any participant for any act or omission in connection with this mediation. Further, the mediator will be disqualified as a witness, consultant or expert in any pending or future investigation, action or proceeding relating to the subject matter of the mediation, and will be prohibited from providing testimony or producing documents from the mediation in such action or proceeding.

I confirm that I agree with the above:

Signed..... Print..... Date.....

Signed..... Print..... Date.....

Signed..... Print..... Date.....

Signed..... Print..... Date.....