

**Cal State University Channel Islands Ombuds Office: Mediation Service**

**AGREEMENT TO MEDIATE**

*All protections afforded by law (California Evidence Code 1115-1128) apply to each mediation and mediation consultation.*

I am participating in mediation with a goal to improve communication and/or resolve pending issue(s) or problems. I understand and agree to the following terms and conditions regarding the mediation process:

1. I understand that mediation is a process in which the University Ombuds serves as a mediator to facilitate communication and assist the participants in reaching a mutually acceptable resolution. Mediation is voluntary. With prior notice to the mediator, I can withdraw at any time.
2. I understand that the mediator's role is not to decide who is right or wrong, or who wins or loses. Rather, the mediator will facilitate communication to assist us, the participants, to reach our own mutually acceptable resolution of this matter.
3. I understand that the mediator is not an advocate or representative for me or for anyone else.
4. I understand that mediation is a confidential process and I agree to respect the confidentiality of all discussions and communications made during or in connection with the mediation. I understand that the purpose of mediation is to improve communication and/or resolve pending issues or problems, and not to gather information for other purposes. Therefore, I agree that I will not subpoena the mediator, or any other participants in the mediation, or anyone connected with a mediation consultation to testify about anything that was said or written during or in connection with the mediation.
5. To preserve the confidentiality of the mediation process, I understand and agree that if I raise claims during the mediation or in a mediation consultation that, if true, would constitute a violation of policy or law, my raising of any such claim(s) does not constitute notice to CSUCI or CSU of such violations. To report claims alleging a violation of University policy or law, I will follow appropriate University procedures and applicable CSU Executive Orders.
6. I understand that all communications between me and any mediator, any other persons participating in mediation or a mediation consultation, and the mediation service are confidential to the extent provided by law, except that confidentiality does not extend to any imminent threat of serious harm.
7. This agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement once signed by each of the parties and delivered to the other party.
8. I understand that this Agreement to Mediate itself is not confidential. I also understand the CSUCI Ombuds Office will not retain a copy of this agreement but that I have received a signed copy of this agreement.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_