



## AGREEMENT TO PARTICIPATE IN A CONFIDENTIAL MEDIATION PROCESS

I choose to participate in a confidential Mediation process, and acknowledge that:

My participation is **voluntary**:

- I am aware of County formal complaint, investigative, and disciplinary options I choose to mediate.
- I will not initiate any new or will pause my participation in any existing, formal process with the County regarding the mediation subject matter while I mediate.
- I may end my CRS participation at any time.
- I will tell the CRS Mediators if I choose to end my participation.

I understand that CRS Mediators:

- Help employees find **informal** ways to work through disagreements, when possible.
- Are not authorized to act as and are not:
  - Equal Opportunity Division (EOD) Officers, Equal Opportunity (EO) investigators, or EOD Reasonable Accommodation consultants
  - County Counsel attorneys
  - Labor Relations advisors or Labor Union advocates
  - County Whistleblower Program investigators
  - Witnesses to a formal County process

The entire CRS Restorative Mediation process is **confidential**.

- As a Participant, I agree to uphold confidentiality and not:
  - Share any verbal or written mediation communications (including the Mediated Agreement) unless otherwise indicated in the Mediated Agreement signed by all participants.
  - Communicate any detail, related to the same subject as the mediation and that was known only because of the mediation process, during a subsequent, formal County investigative, complaint, grievance, or disciplinary process or legal proceeding. Confidentiality does not include dates and times I participated in the mediation process while on paid time, which may be required to be disclosed for administrative or payroll purposes.
  - Include any mediation communication in an employee file or appraisal.
- The CRS Mediation Team strictly upholds confidentiality throughout and after the process concludes.
  - The document, "CRS Best Practices & Protocols," explains the CRS correspondence and document retention/destruction and standardized case-closure steps that the Team follows to preserve confidentiality.
  - CRS may include anonymized, non-confidential process information in CRS operations reports.
- **Exceptions** to confidentiality where the CRS Mediation Team may disclose confidential information:
  - Internally, to other members of the CRS Restorative or Educational Services Teams on a confidential basis when the Teams believe that doing so will increase the efficiency or quality of services provided by the CRS Program, as a whole.
  - Externally, to the County Executive or law enforcement personnel, when communications or conduct indicates an imminent risk of serious harm to someone; or
  - When a communication falls within the "Excluded Topics" List, below.



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**Excluded Topics:** The following topics are will not be mediated and are excluded from the CRS mediation process:

- **An employee’s criminal conduct or violation of law**
- **Words / conduct that the County must formally investigate** due to:
  - **Discrimination, Harassment, Retaliation** in violation of County EO policies. (Appropriate contact: Equal Opportunity Investigations at [eod@eod.sccgov.org](mailto:eod@eod.sccgov.org) or 408-993-4840)
  - **Incompatible outside employment, improper government activity**, fraud, waste, mismanagement, or abuse of County resources. (Appropriate contact: County Whistleblower Program at [whistleblower.sccgov.org](http://whistleblower.sccgov.org) or 888-302-7743)
  - **Physical workplace violence hazards, incidents, or violations** of County workplace violence policies. (Appropriate contact: 9-1-1 if there is immediate danger; WVP Administrators: [WVP@ceo.sccgov.org](mailto:WVP@ceo.sccgov.org); Emergency Contacts: Doug Feliciano, Facilities Security Manager: 408-334-7599 or Dr. Tammy McCoy-Arballo, Clinical Director, Trauma Recovery: 669.649.2076)

By signing this Agreement to Participate in the CRS Restorative Conversation / Mediation Process, I acknowledge that I have read, been given the opportunity to ask questions about, and fully understand:

- The information about the CRS process being **voluntary and informal, and differences between other County roles and the CRS Mediators’ roles.**
- **Confidentiality and the confidentiality exceptions** and how CRS deletes and destroys electronic and hardcopy Mediation communications when the CRS services end.
- **CRS ‘Excluded Topics’ are not eligible for CRS Mediation.** I believe there is no excluded topic involved in this matter that would be discussed during the mediation process.
- The CRS Mediator will discontinue the CRS Mediation process and report to others in the County Counsel’s Office for further evaluation or action if any “Excluded Topic” surfaces during the CRS process.
- The EOD and CRS website materials about the County’s EO and Non-EO Personnel Complaint Process so that I am informed of both my County formal and informal options.

Electronic signatures to this Agreement are valid and this Agreement may be signed in any number of counterparts, all of which taken together constitute one single document.

Mediation Name (*Participants’ Last Names*): \_\_\_\_\_

Name	Signature	Date
Name	Signature	Date
Name	Signature	Date
Name	Signature	Date