LOS ANGELES COMMUNITY COLLEGE DISTRICT

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1. INTRODUCTION

The Los Angeles Mission College Peer Mediation Program is a voluntary program available to all faculty and staff to assist in the resolution of disputes or conflicts between two or more parties. Mediation is a versatile process which can be used as a rapid first intervention to prevent escalation of a dispute or to repair a working relationship. This program provides an alternative, confidential process whereby a third party (mediator) facilitates and negotiates a mutually beneficial agreement.

2. MISSION STATEMENT

Los Angeles Mission College is committed to encouraging harmonious working relationships between colleagues while respecting the diversity and interdependence of the College. The Peer Mediation Program is designed to promote an honest, inclusive, and collegial decision-making process through creative intervention techniques that work to mutually and confidentially resolve concerns through collaborative problem-solving.

3. WHAT IS MEDIATION?

Mediation is based on the principle of collaborative problem-solving, with a focus on the future and rebuilding relationships. This process may improve working relationships between individuals where there has been a misunderstanding or a disagreement. Peer Mediation is a voluntary and completely confidential process whereby participants are given an opportunity to review and examine their concerns and actions as well as those of the other party.

Both parties work with a mediator to achieve a mutually agreeable outcome which is fair, reasonable, and appropriate.

3.1 GENERAL GUIDELINES

a. Mediation is available to all staff and faculty, and participation is voluntary.
b. The Mediation Coordinator will appoint mediators.
c. The appointed mediators will be independent of both parties and have no vested interest in the outcome.
d. The mediation process is confidential on all sides. The only exception to this rule of strict confidentiality is where there is a potential unlawful act or where there is evidence of serious risk to health and safety. In these circumstances, the process will be terminated and the Mediation Coordinator informed. Information (including documents) may in these cases be supplied to others.
e. As mediation is a confidential process, there will be no direct involvement/accompaniment from/with other parties during the
mediation process other than in very exceptional circumstances and at the discretion of the mediators.

f. If a referral was made by a third party (i.e. not self-referral) that party will be advised when the process has been completed but not provided with details of the agreement.

g. Agreeing to mediation does not take away an individual’s right to access other procedures; however, information revealed / discussed during mediation will not normally be admissible in such cases.

h. If a resolution has been achieved, an agreement will be signed by both parties.

3.2 INTEGRATION (with other resolution processes)
Peer Mediation is beneficial for general workplace conflict which affects morale between individuals and groups of individuals. If your complaint is one of perceived non-collegiality, peer mediation may be an option.

a. Peer Mediation is not meant as a response to supervisory or administrative actions e.g. evaluations, counselling memorandums or any written communications issued pursuant to the supervisor-subordinate relationship involving discipline.

b. Complaints of unlawful discrimination and sexual harassment are to be filed with the LACCD Office of Diversity Programs.

c. Complaints of contract violations, misinterpretations, and misapplications of the Collective Bargaining agreement* should be referred to your Union representative.

In some cases allowing the conclusion of a grievance process, peer mediation may be appropriate as it gives the parties the opportunity to repair their employment relationship and agree how future interactions will be handled.

3.3 CHOOSING MEDIATION
An individual or both parties involved in a dispute may request mediation by filling out and submitting the Mediation Request Form. In cases where an individual requests mediation, the Mediation Coordinator will contact the second party.

Anyone who agrees to participate in peer mediation will agree to

a. Enter into the process voluntarily and in good faith with a view to reaching an agreeable outcome.

b. Uphold the ground-rules at all times.

c. Respect the confidential nature of the process and refrain from communicating any information connected with the mediation to others.
d. Understand that any new information discussed during mediation is confidential and cannot be used as part of any other resolution process.
e. Abide by and respect the terms of any agreement reached through mediation.

4. ROLES AND RESPONSIBILITIES

4.1 Peer Mediation Oversight Committee
The Peer Mediation Oversight Committee is responsible for implementing and reviewing the development of the program and its policies. The committee evaluates the ongoing effectiveness of the Peer Mediation Program and provides support for the Peer Mediation Coordinator and all aspects of the program.

4.2 The Mediation Coordinator
The College President, in consultation with the Peer Mediation Oversight Committee, appoints the mediation coordinator to oversee the LAMC Peer Mediation Program and act as a point of contact for college personnel seeking mediation services. The mediation coordinator ensures that all mediation guidelines are adhered to.

4.3 Mediator
All peer mediators will have successfully completed the peer mediation training program and remain current in program guidelines, campus policies and mediation techniques. Peer Mediators will adhere to all peer mediation guidelines and processes.

4.4 Outreach and Resources Facilitators
a. Promotes skills and knowledge gained from Mediation Training
   ▪ Training for co-workers
b. Plan events/presentations for staff and faculty
c. Develop resources to promote collegiality on campus

4.5 Support
It is critical that mediators are supported in their role and are made to feel part of a cohesive team. The Peer Mediation Committee will regularly provide mediation updates and will be available to provide advice and guidance and to ensure that refresher training will be provided.
This form is for use in situations where mediation has been identified as a possible solution to a workplace dispute.

Please complete this form and send it by email to the dedicated email address mrcc@lamission.edu. Upon receipt of this completed form the Mediation Coordinator will assign a Mediator within five working days. The Mediator will be responsible for liaising with both parties within a further 5 working days to make arrangements for the mediation meeting.

Should your case be deemed unsuitable for mediation, you will receive a letter of explanation within 5 working days of your request.

### SECTION 1 (Requestor of Mediation)

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<thead>
<tr>
<th>Name:</th>
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<tbody>
<tr>
<td>Job Title:</td>
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<tr>
<td>Department:</td>
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<tr>
<td>Work Telephone Number:</td>
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<td>Email:</td>
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### SECTION 2 (Party Requested to Mediate)

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<tr>
<th>Name:</th>
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<tbody>
<tr>
<td>Job Title:</td>
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<td>Department:</td>
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<td>Work Telephone Number:</td>
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### SECTION 3

<table>
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<tr>
<th>Are both parties to the mediation aware of this request?</th>
<th>YES</th>
<th>NO</th>
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<tbody>
<tr>
<td>If ‘NO’, how would you like the party to be informed about the request?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. I, the requestor of mediation, will inform the party.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. The Mediation Coordinator will contact the party. If option B is selected, what information would you agree to allow the Mediation Coordinator to share with the other party.</td>
<td></td>
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</table>
### SECTION 4
Please provide a brief description of the issue(s) that you would like to address through mediation:

### SECTION 5
<table>
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<th>Print Name</th>
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<tr>
<td>Signature:</td>
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<td>Date:</td>
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Agreeing to Confidentiality and the Principles of Mediation

I voluntarily agree to engage in mediation, in a good faith attempt to resolve issues with the participant(s) in this mediation. If issues are not resolved, I understand that any of us may pursue a formal complaint under the organisation's appropriate policy.

I understand and agree that:

- the mediation program offers neither legal advice nor legal counsel.
- mediation is a confidential process (confidentially does not apply to admissions to felonies, child abuse, or threats of future bodily harm or harassment);
- the mediation can be stopped at any time by myself, the others concerned, or the mediator, and that in this event everyone will remain bound by the confidentiality provisions of this agreement;
- any documents submitted to the mediator and things said during the mediation are for resolution purposes only;
- the mediator will not willingly testify on behalf of any party or submit any type of report on the substance of this mediation;
- no admission of guilt or wrongdoing by any party is implied, and none should be inferred, by participating in this process.
- I will hold the mediation staff, the supervisory staff, and LA Mission College (LACCD) harmless in all claims concerning this dispute.
- No voice, stenographic, or other recordings of the mediation will be made.
- I will abide by the ground rules and principles set forth by the Peer Mediation Program Handbook.

In the event of contested court proceedings taking place, I understand that none of the parties involved in this mediation can call the mediator to give evidence in court.

I understand that the mediator has no authority to decide the case and is not acting as advocate for any party. By signing, I acknowledge that I have read, understand, and agree to the terms of this Agreement to Mediate.

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<td>Signature:</td>
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<td>Date:</td>
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Peer Mediation Final Agreement

Case No.: Date:

Disputants:

We, the undersigned, understand and voluntarily agree that the following constitute a mutually acceptable solution for our dispute and all parties shall abide, in good faith, by the terms and conditions listed below.

Terms of Agreement:

☐ Check Box If No Agreement has been reached

Disputant Name: Date:
Disputant Signature:

Disputant Name: Date:
Disputant Signature:

Mediator Signatures: I/We, the undersigned mediator(s), having been designated by Los Angeles Mission College, verify and witness the above agreement.

Mediator: Date:
Mediator: Date:

A copy of this agreement will be provided to the Mediator Coordinator. There will be an administrative follow-up within 6 months.
# Peer Mediator Checklist

<table>
<thead>
<tr>
<th>CASE NO.:</th>
<th>MEDIATION DATE:</th>
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## Prior to Mediation:

- Make sure the Agreement to Mediate is completed. Review the Agreement to Mediate with the parties.
  - _____ Have the parties sign it.
  - _____ Make a copy for each participant and one for your file.
  - _____ Give a copy to each participant.

## At Conclusion of Mediation:

- Give to each participant:
  - _____ Copy of the Mediation Agreement
  - _____ Copy of the Final Agreement

- Provide a copy of the following to the Mediation Coordinator:
  - _____ Original Agreement to Mediate
  - _____ Original Mediation Agreement
  - _____ Copy of this Mediator Checklist

<table>
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<tr>
<th>How much time was used to mediate this case?</th>
<th>_____ Hour/s  _____ Minute/s</th>
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<tr>
<th>Was an agreement reached?</th>
<th>_____ Yes  _____ No</th>
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Your signature certifies that all of the above items have been completed

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</table>
Veronica V. Allen, Adjunct, Child Development

James R. Armstrong, Secretary

Louise Barbato, AFT Faculty Guild Chapter President

Ivet Bazikyan, Adjunct, Child Development

Vilma A. Bernal, Business Instructor

Diana I. Bonilla, Counselor

Cathy J. Brinkman, Associate Dean of CTE & Workforce Development

Milagros N. Castillo, [Need job title]

Susan M. Ghiradelli, Senior Secretary

Madelline Hernandez, Dean of Academic Affairs

Margie L. Long, Speech Instructor

Suzanne M. Mignosi, Secretary

Leslie Milke, HFAC Chair

Darlene Montes, Interim Dean of Academic Affairs

John J. Morales, Chicano Studies Professor

Deborah R. Paulsen, Art Instructor

William W. Roane, Plumber

Zoila Rodriguez-Doucette, Bookstore Manager

Nancy Smith, Adjunct, English Instructor