

Campus Mediation Services  
University of Missouri-Kansas City  
4825 Troost, Room 214F  
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www.umkc.edu/mediation

### **Agreement to Mediate**

1. I understand that the purpose of mediation is to search for a mutually agreeable way of resolving my differences with the other person, it is not to gather evidence or prepare for a hearing.
2. I understand that the other person and I will make any decisions about whether or how to resolve our differences.
3. I understand that the mediator:
  - Will not decide who is right or wrong or tell us what to do;
  - Does not give advice or argue for my perspective or that of the other person;
  - Does not have an interest in how the conversation goes or any outcome;
  - Will not favor me or the other person during the mediation; I agree to tell the mediator if I think s/he is showing any favoritism.
  - Will guide the conversation and work with both us so that it is productive.
4. I understand that mediation is voluntary. Either of us can decide at any time that we do not want to continue the mediation session. I agree to tell the mediator immediately if I decide I do not want to continue.
5. I understand that mediation is confidential. That means the mediator will not discuss what we say during the mediation with other people unless the mediator learns information about serious misconduct such as:
  - a. sexual harassment;
  - b. discrimination based on race, creed, color, sex, national origin, age, Vietnam-era veteran status, or disability; or
  - c. express intent to commit physical harm. *\*(see bottom of page 2)\**;
  - d. a mediator may also share information from a session if the information is needed for the mediator to defend him/herself against a misconduct complaint.The mediator may share information with the Campus Mediation Service program director, who also complies with the confidentiality policy.
6. I agree also to keep the mediation conversation confidential because this will give us the confidence to talk about what is most important and freedom to brainstorm about what we might do together to address our concerns. Information that either

of us shares in mediation cannot be used in any future proceedings unless it was otherwise known or available.

7. If we make decisions or reach agreement, it is possible that other people will need that information. I understand that the final outcome of the mediation is different than the confidential conversation that leads up to decisions or agreements. I understand that the mediator will have us decide together how to handle any decisions or agreements when we reach that point.
8. I agree not to ask the mediator to testify on my behalf if we do not resolve our problem and a formal complaint or grievance of any type is initiated.
9. I agree to let the mediator collect any notes I make during the mediation to be destroyed along with the mediator's notes at the end of the session.
10. I understand that I have the right to have an advisor present and to seek any outside advice at any time during the mediation.
11. The mediator has identified previous contacts s/he has had with me and/or the other person and I am satisfied that the mediator will not show favoritism as a result of those contacts.
12. I am willing to share all important information with the mediator and the other person; I understand that failing to do so may lead to termination of the mediation.

My signature indicates that I have read this agreement and had the opportunity to have my questions answered satisfactorily.

\_\_\_\_\_

Participant

\_\_\_\_\_

Participant

\_\_\_\_\_

Mediator

\_\_\_\_\_

Mediator

\_\_\_\_\_

Date

\* The University assumes an on-going responsibility to investigate allegations of the following matters: sexual harassment; discrimination based on race, creed, color, sex, national origin, age, Vietnam-era veteran status, or disability; and the express intent to commit physical harm. Therefore, the circumstances described are not covered by confidentiality and require the mediator to report their occurrence to the Office of the

Vice Provost, AA/EEO (sexual harassment or discrimination) or a designated official of the Campus Police (intent to commit physical harm).

Adopted by Campus Mediation Advisory Committee; 3/22/01