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Community-Employee Mediation Pilot Program  
Implementation Plan

Objective
To implement a 36-month pilot program to mediate selected complaints of Biased Policing and Discourtesy.

Mediation – Defined
An informal, confidential process in which the complainant(s) and accused employee(s) meet face-to-face and, with the assistance of a neutral mediator, discuss the alleged misconduct with the goal of arriving at a mutually agreeable resolution. Successful mediation is defined as a process in which the parties have heard, clarified and understood the issues and each other’s point of view. This may result in an agreement or an agreement to disagree. The participants are not required to reach a formal resolution.

Abbreviations
- Los Angeles Police Department (LAPD)
- Dispute Resolution Program (DRP), Los Angeles City Attorney’s Office
- Los Angeles Police Protective League (LAPPL)
- Command Officers’ Association (COA)
- Internal Affairs Group (IAG)
- Complaint Form (CF)
- Memorandum of Understanding (MOU)
- Office of the Inspector General (OIG)

Report Format
The Community - Employee Mediation Pilot Program requires the cooperative efforts of many entities. In this report, the entity responsible for the implementation of that particular program component is listed in parentheses.

Strategies and Program Components

Staffing Requirements
- The LAPD will deploy a Department Mediation Coordinator (Coordinator) from IAG to administer the mediation program within the Department and liaise with the DRP.
- The DRP will maintain office staff at DRP to coordinate LAPD cases for mediation.
- The DRP will provide trained volunteer mediators. Mediators who are currently or were previously police officers will be excluded.

Confidentiality
Confidentiality is an essential element of the mediation process. All participants must feel free to speak candidly. Confidentiality has special relevance for public complaints because employees must be assured that any apology or acknowledgement of wrong doing will not be
used against them, either by the Department or by a private attorney, in any subsequent legal proceeding.

All participants shall be required to sign a Confidentiality Agreement (Addendum 1) prior to beginning a mediation session. Recording of mediation sessions is prohibited. The Department will not compel any employee who participates in a mediation session to disclose information that was revealed during the mediation session. None of the participants are expected to report additional misconduct revealed during mediation unless it is criminal misconduct. In the event a case is referred back to IAG for investigation for any reason, after a mediation has convened, participants shall not be permitted to refer to any statements made during the mediation session.

The confidentiality of mediations shall not preclude the DRP, Office of the City Attorney, and IAG from capturing general statistical information necessary to evaluate the effectiveness of the mediation program.

Any notes taken during mediation are subject to the terms of the Confidentiality Agreement, which will be signed prior to mediation, and will not be subject to disclosure.

**Voluntary Participation**

Successful mediation can only be achieved if a complainant and employee agree to participate in good faith, which means the participants will actively listen to one another’s perspective, fully communicate one’s interests and engage in the discussion. Good faith does not require agreement to any particular resolution. The mediator has the final authority to determine whether the participants are acting in good faith.

Participation is voluntary and may be withdrawn by any of the involved parties until the mediation session has convened. Mediation will be considered “convened” once the parties have assembled and the session has begun.

Prior to scheduling, the complainant(s) shall be informed that once mediation has convened, mediation will be the only avenue to address the alleged misconduct. If an employee chooses to withdraw from the mediation process, the case shall be returned to IAG for investigation. No prejudice will be inferred against either party.

**Complaint Intake – LAPD**

Complaints of Biased Policing and Discourtesy shall be recorded by the Department by the same methods as any other complaint of police misconduct.

**Screening – LAPD**

The Coordinator shall review all complaints and preliminarily determine which meet the mediation case eligibility criteria. As part of that process, the Coordinator, or designee, shall contact the complainant(s) to determine if there are additional circumstances or allegations, not reported at initial intake, which might make the case ineligible for mediation.

As part of the screening process, the Coordinator will review the complainant’s complaint reporting history and current or past litigation against the City. This information will be considered in screening though it will not be used as a criterion to automatically preclude mediation.
The Coordinator, or designee, shall also explain the mediation process and determine the complainant’s willingness to participate.

No complaints of Biased Policing, Discourtesy or any other complaints of police misconduct shall be mediated outside of this process. The Commanding Officer, IAG, or designee, will make the final determination of case eligibility.

Biased Policing and Discourtesy complaints with no additional allegations of misconduct shall be considered for mediation. In addition, complaints of Biased Policing and Discourtesy with other allegations of minor misconduct may also be considered for mediation. Complaints involving the following situations shall not be considered for mediation:

- Force was used;
- Ethnic remark or other specific discourtesy directed at a class of person;
- A complainant was arrested;
- An employee was assaulted;
- A lawsuit was filed;
- A person was injured;
- Property was damaged;
- Excessive delay in reporting allegations;
- Allegations of criminal misconduct.

**Eligibility Guidelines – LAPD**

The Coordinator shall review the complaint history of employees accused of Biased Policing and Discourtesy to determine the employee’s eligibility for mediation. Other criteria may also be used in making this determination.

Generally, an employee is eligible for mediation unless s/he has had two prior complaints with similar allegations within the past 12 months. However, an employee’s eligibility is ultimately at the discretion of the Commanding Officer, IAG, or designee, who may make exceptions to this guideline as s/he deems appropriate.

Cases not approved for mediation shall be processed for investigation according to IAG procedure.

**Liaison with Accused Employees – Coordinator’s Responsibilities**

The Coordinator shall contact the eligible employee(s), fully explain the process and determine his/her willingness to participate in the mediation process. Employees shall be minimally supplied with the following information:

- Complaint Form (CF) number;
- Name of the complainant(s);
- Description of the allegations;
- Advisement to the employee that the complaint has been approved for mediation;
- Explanation of the mediation program, that the process is voluntary and that upon completion of the mediation, the complaint will appear as “Mediated” on the employee’s TEAMS II report;
• Instructions to the employee to reply and either accept or decline participation no later than three working days after receiving the notice. A working day is determined by the employee’s schedule.

Complaints with Multiple Accused Employees
All employees accused in the complaint must be willing to participate in mediation or mediation will not go forward. If any one employee does not agree to the mediation process, the complaint shall be processed for investigation according to IAG procedure.

Complainant Contact
The Coordinator shall contact the complainant(s) to fully explain the mediation program, including the fact that a misconduct case resolved through mediation will result in closure of the complaint without additional investigation.

The Coordinator will also explain that the purpose of mediation is to address the complaint, but not necessarily resolve it. There is no monetary resolution and mediation will have no bearing on any legal proceedings or traffic citations.

During the initial contact, the Coordinator will determine if there is a need for translation services for the complainant in mediation. The DRP will either arrange for those services or assign a mediator who is fluent in the appropriate language in order to facilitate the mediation session. (DRP, LAPD)

Referral to DRP – LAPD
The Coordinator shall complete a Mediation Report for all cases eligible and approved for mediation. The Mediation Report shall be forwarded to the DRP to assign a volunteer mediator.

Scheduling of Mediation
The Coordinator will contact all the involved parties and the assigned mediator to schedule a date, time and location for the mediation. When scheduling mediation, the Coordinator shall take into account all the participants’ work schedules, and shall make every effort to schedule the mediation at a mutually convenient time. If the time does not fall within an employee’s normal working hours, the employee will be given overtime compensation in accordance with his/her MOU.

The Coordinator is responsible for ensuring that the mediation session is scheduled and conducted in a timely manner. Once the employee accepts a date and time for mediation, s/he must appear on the scheduled date and time unless s/he received notification of a schedule change. (LAPD)

Timeliness
Because the ultimate success of mediation may be partly dependent on the timeliness with which mediation sessions are carried out, the Coordinator and assigned mediators shall make reasonable efforts to schedule and conduct mediations in a timely manner. The target goal is to mediate within 45 days of the date the complaint was initiated. (DRP, LAPD)
Mediation Case Tracking and Mediation Intake Reports

The Coordinator shall document the case eligibility, and whether the employee(s) and complainant(s) have elected to participate in the Mediation Case Tracking System (still in development).

The tracking system will minimally contain the information necessary to track the complaint to its timely resolution. No contact information regarding the parties involved, allegations or any other complaint details will be included. Specifically, the tracking system will include:

- Complaint Form (CF) number;
- Complaint intake date;
- Complaint statute date;
- Case eligibility;
- Date of referral to DRP;
- Dates of contact and follow-up with DRP, complainant and employee;
- Mediation date.

The Coordinator shall generate a Mediation Report (Addendum 2) for all cases ready for mediation. The Mediation Report will include fields for the following information:

- Complaint Form (CF) number;
- DRP’s case tracking number;
- Complaint intake date;
- Complaint statute date;
- Date of referral to DRP;
- Complainant(s) contact information;
- Employee(s) work contact information;
- A brief description of the alleged misconduct;
- A checkbox to indicate when a complainant is not willing to participate;
- A checkbox to indicate whether the mediation was completed.

The Mediation Report and a collection of the laws, policies and procedures related to the allegations made shall be forwarded to the DRP to begin the mediation process. The Coordinator shall document that the case has been forwarded to the DRP in the Chronological Record, Mediation Case Tracking System.

A “tickler file” will be built into the case tracking system to alert the Coordinator when the case has been with the DRP for 30 days, 60 days and then again at 90 days. If mediation has not convened after 90 days, the case shall be returned to IAG for investigation. The Commanding Officer, IAG, may make exceptions for employees on military leave, other good cause for extended absences or exigent circumstances.

Once a mediation session is completed, the mediator completes the Mediation Report and notifies the Coordinator by e-mail. The Coordinator, or designee, hand carries the Mediation Reports to IAG and enters the information into the case tracking system. (LAPD)
Failure to Appear for Mediation

If the complainant fails to appear for a scheduled mediation session without good cause, the complainant will be given one final opportunity to reschedule the session, with the clear understanding that, should the complainant again fail to appear without good cause, s/he will not be allowed to reschedule mediation for that complaint without the involved employee’s consent. Involved employees will be provided a choice of rescheduling the mediation or having the case closed as “Mediated.”

If any involved employee fails to appear for a scheduled mediation, for any reason, s/he will be given one opportunity to reschedule. If any involved employee fails to appear a second time without good cause, the complaint shall be returned to IAG for investigation according to normal procedure and no prejudice will be inferred against any employee.

Forms

There are a few agreement forms which must be signed and dated as indicated prior to mediation. In order to have all participants fully informed, these forms will be sent to all participants in advance. The forms include:

- Information Statement (Addendum 3)
- Confidentiality Agreement (Addendum 1)
- Agreement to Mediate (Addendum 4)

Once the participants are present at the mediation location, and before the mediation session commences, the forms will be signed.

The Agreement to Mediate states that, to the best of his/her recollection, the complainant has disclosed all the misconduct which occurred during the incident resulting in mediation, and that there is no intent to disclose any further misconduct once the mediation session begins. (LAPD)

Support and Representation

With the exception of the parent(s) or guardian(s) of a juvenile or dependent adult, the complainant(s) and involved employee(s) do not have the right to have a support person or legal representation present during the mediation session. The presence of a support person is subject to the agreement of all parties. Support persons may not participate in the mediation and must sign a Confidentiality Agreement. (DRP)

Good Faith Participation

If the mediator determines an employee is not participating in good faith, the mediator may terminate the session and return the complaint to IAG for investigation. However, no prejudice will be inferred and no further allegations of misconduct will be framed against the employee(s).

If the mediator determines the complainant is not acting in good faith, the complaint will be closed as “Mediated.”

Acceptable Sites for Mediation Sessions

- Neutral ground, non-police facilities. No private residences.
- Geographically convenient for all participants.
Employee’s Mode of Dress
Employees attending a mediation session shall be on duty and in appropriate business attire.

Allegations of Additional Criminal Misconduct
If a complainant alleges criminal misconduct once mediation has convened, the mediator shall stop the process and meet individually with the parties (“caucus”). If the additional allegation is minor, it will be handled through the mediation. If a serious crime is alleged, the mediator shall return the complaint to the Coordinator with a statement that the matter is not eligible for mediation. For this purpose, serious crime includes all felonies, theft and sexual assault.

If the complaint is returned to IAG for investigation for any reason, no prejudice will be inferred against the complainant(s) or the employee(s).

Mediation Session Duration
Ideally, mediation should be completed in a single session. It is at the mediator’s discretion to continue the session at a later date mutually agreed upon by all participants.

Complaint Disposition
Upon completion of the mediation, IAG shall close the complaint as “Mediated.” There shall be no documentation of any agreements or resolutions made during mediation, nor shall there be any appeal of same.

Reporting
The reporting requirements for mediators are minimal. However, IAG and the DRP are obligated to obtain information regarding mediation participants and sessions necessary to close the complaint, to meet reporting, funding and research requirements, and to monitor the quality of the mediation.

Program Evaluation
At the conclusion of the mediation session, the mediator will distribute an Evaluation Survey to all participants. In addition to collecting information on the participants’ satisfaction with the mediation process and outcome, the survey also gathers demographic information on the participants for research purposes. All survey responses will remain anonymous. Participants will never be identified in any reports based on the survey.

Although survey completion by the complainant is voluntary, every attempt should be made to ensure that all complainants complete the survey before leaving the mediation location. Employees will be required to complete the survey at the mediation location and submit the completed survey to the mediator. All completed surveys will be forwarded to the program evaluator.

In the event a complainant declines or is unable to complete the survey at the mediation location, the complainant shall be provided with a blank survey form (containing no information identifying the employee), a pre-addressed envelope and encouraged to mail the completed survey to the program evaluator within 10 calendar days.
The LAPD, DRP or an academic institution may develop a more robust electronic survey instrument. All participants will be encouraged to complete these surveys. Under no circumstances shall any survey capture any identifying information.

Additionally, the LAPD will maintain statistical information on the number of complaints eligible for mediation, those that actually proceed to mediation, the types of additional allegations involved and the outcome of the mediation sessions. Detailed data reports will be submitted to the Board of Police Commissioners. The LAPD will also report back to the community on the accomplishments of the program. (LAPD)

**Form Return and Retention**

Upon completion of the mediation session, all completed forms will be returned to the Coordinator, retained by the DRP or provided to the program evaluator as follows.

- Forms to be retained by the DRP:
  1. Confidentiality Agreement
  2. Agreement to Mediate
  3. Information Statement
- Forms to be returned to the Coordinator:
  1. Mediation Report
  2. Copy of the Confidentiality Agreement
- Form to be provided to the program evaluator:
  1. Evaluation Surveys.

**TEAMS II Reporting**

The disposition for mediated complaints will appear on the Training Evaluation and Management System (TEAMS) II filter matrix as “Mediated.” These complaints will be viewable upon query under the same circumstances as for complaints with the disposition: Alternative Complaint Resolution (ACR).¹ (LAPD)

**Training**

- Provide mediators with training for overview of law enforcement and police procedure, personnel complaints and mediation selection criteria. (LAPD, DRP)
- Train Department employees on mediation program, its benefits, expectations and how it affects them. (LAPD, DRP)
- Train intake supervisors to improve intake investigations and explain the mediation process to complainants when appropriate. (LAPD, DRP)
- Develop training for commanding officers for presentation at community meetings. (LAPD, DRP)

**Internal Promotion of Mediation Program**

- Introduce the mediation program to employees through e-learning course. (LAPD)
- Produce and distribute literature about the program to Department employees. (LAPD)
- Post information on the Department intranet. (LAPD)

¹ The TEAMS II report filter is in the process of being revised. Cases closed as “Mediated” will show under the same system as the ACR in the forthcoming revised matrix.
- Meet with employees and civilians to explain the mediation program at roll calls. (LAPD, DRP)
- Request Blue Line article, e-mail blasts and postings on Twitter by LAPPL directors backing the mediation program. (LAPD, LAPPL)
- Meet with Department supervisors, managers and command staff about the mediation program. (LAPD, DRP, LAPPL)
- Add mediation program to Department Supervisor School and recruit employee training curricula. (LAPD)

**External Promotion of Mediation Program**
- Issue a press release. (LAPD, DRP, LAPPL)
- Produce and distribute literature about the mediation program to be available at police stations and on the internet. (LAPD, DRP, LAPPL)
- Present information on the mediation program at community forums and advisory councils. (LAPD, DRP)
- Provide information and interviews for news story. (LAPD, DRP, LAPPL)
- Post information about the mediation program on the Department and City websites. (LAPD, DRP)

**Modification of Administrative Support Systems**
- Revise the Training Evaluation and Management System (TEAMS) II disposition codes to include “Mediated.” (LAPD)
- Revise the TEAMS II filter matrix. Complaints closed as “Mediated” would use the same system as those closed as “Alternative Complaint Resolution.”² (LAPD)
- Revise the Complaint Management System (CMS) tracking process to include complaints referred to mediation. (LAPD)

**Memorandum of Agreement (MOA)**
Establish an MOA with the Office of the City Attorney, Dispute Resolution Program (DRP), to document applicable portions of the above. (LAPD, DRP)

**Meet and Confer Process**
The affected employee representation units and the LAPD must reach agreement on the proposed disciplinary system revisions that involve changes in the working rules of employees. (LAPD, LAPPL, COA)

**Oversight and Monitoring (OIG)**
The OIG shall be responsible for the monitoring and oversight of the mediation program. When a case is approved for mediation, the Coordinator will supply the OIG with the CF number and copies of any relevant documents involving the case.

The OIG will periodically report to the Board of Police Commissioners on the Mediation Program.

² The TEAMS II report filter is in the process of being revised. Cases closed as “Mediated” will show under the same system as the ACR in the forthcoming revised matrix.
Addenda
Los Angeles City Attorney's Office - Dispute Resolution Program
LAPD Community - Employee Mediation

Confidentiality Agreement

The confidentiality of this mediation is governed by California Evidence Code Sections 1115-1128. These provisions (printed on the back) pertain to the confidentiality and admissibility of evidence. Specifically, Section 1119, Mediation Confidentiality, in summary provides:

- Anything said or written, prepared for the purpose of, in the course of, or pursuant to a mediation or a mediation consultation,

- Is inadmissible and not subject to discovery in any subsequent arbitration, administrative adjudication, civil action or other non-criminal proceeding, and

- All communications, negotiation, or settlement discussions by and between participants in the course of a mediation or mediation consultation shall remain confidential.

A communication or a writing, which is confidential under Section 1119, can be admissible or subject to discovery if all persons who conduct or otherwise participate in the mediation expressly agree in writing (Section 1122).

Evidence otherwise admissible or subject to discovery outside of a mediation or a mediation consultation shall not be or become inadmissible or protected from disclosure solely by reason of its use or introduction in the mediation or mediation consultation (Section 1120).

Communications and documentary evidence prepared in the course of a mediation or mediation consultation is confidential in accordance with provisions related to the confidentiality of law enforcement personnel records.

The provisions of Section 703.5 (printed on the back) also apply to this mediation.


Signature                                Date

LAPD/DRP 7/2013                        Addendum 1 A
§703.5. Judges, arbitrators or mediators as witnesses; subsequent civil proceeding. No person presiding at any judicial or quasi-judicial proceeding, and no arbitrator or mediator, shall be competent to testify, in any subsequent civil proceedings, as to any statement, conduct, decision, or ruling, occurring at or in conjunction with the prior proceeding, except as to a statement or conduct that could (a) give rise to criminal contempt, (b) constitute a crime, (c) be the subject of investigation by the State Bar or Commission on Judicial Performance.

§1115. For purposes of this chapter:
(a) "Mediation" means a process in which a neutral person or persons facilitate communication between the disputants to assist them in reaching a mutually acceptable agreement.
(b) "Mediator" means a neutral person who conducts a mediation. "Mediator" includes any person designated by a mediator either to assist in the mediation or to communicate with the participants in preparation for a mediation.
(c) "Mediation consultation" means a communication between a person and a mediator for the purpose of initiating, considering, or reconvening a mediation or retaining the mediator.

§1118. An oral agreement "in accordance with Section 1118" means an oral agreement that satisfies all of the following conditions:
(a) The oral agreement is recorded by a court reporter, tape recorder, or other reliable means of sound recording.
(b) The terms of the oral agreement are recited on the record in the presence of the parties and the mediator, and the parties express on the record that they agree to the terms recited.
(c) The parties to the oral agreement expressly state on the record that the agreement is enforceable or binding or words to that effect.
(d) The recording is reduced to writing and the writing is signed by the parties within 72 hours after it is recorded.

§1119. Except as otherwise provided in this chapter:
(a) No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation is admissible or subject to discovery, and disclosure of the evidence shall not be compelled in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given.
(b) No writing, as defined in Section 250, is prepared for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation, is admissible or subject to discovery, and disclosure of the writing shall not be compelled in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given.
(c) All communications, negotiations, or settlement discussions by and between participants in the course of a mediation or a mediation consultation shall remain confidential.

§1120. (a) Evidence otherwise admissible or subject to discovery outside of a mediation or a mediation consultation shall not be or become inadmissible or protected from disclosure solely by reason of its introduction or use in a mediation or a mediation consultation.
(b) This chapter does not limit any of the following:
(1) The admissibility of an agreement to mediate a dispute.
(2) The effect of an agreement not to take a default or an agreement to extend the time within which to act or refrain from acting in a pending civil action.
(3) Disclosure of the mere fact that a mediator has served, is serving, will serve, or was contacted about serving as a mediator in a dispute.

§1121. Neither a mediator nor anyone else may submit to a court or other adjudicative body, and a court or other adjudicative body may not consider, any report, assessment, evaluation, recommendation, or finding of any kind by the mediator concerning a mediation conducted by the mediator, other than a report that is mandated by court rule or other law and that states only whether an agreement was reached, unless all parties to the mediation expressly agree otherwise in writing, or orally in accordance with Section 1118.

§1122. (a) A communication or writing, as defined in Section 250, that is made or prepared for the purpose of, or in the course of, or pursuant to, a mediation or a mediation consultation, is not made inadmissible, or protected from disclosure, by provisions of this chapter if either of the following conditions is satisfied:
(1) All persons who conduct or otherwise participate in the mediation expressly agree in writing, or orally in accordance with Section 1118, to disclosure of the communication, document, or writing.

§1123. A written settlement agreement prepared in the course of, or pursuant to, mediation, is not made inadmissible, or protected from disclosure, by provisions of this chapter if the agreement is signed by the settling parties and any of the following conditions are satisfied:
(a) The agreement provides that it is admissible or subject to disclosure, or words to that effect.
(b) The agreement provides that it is enforceable or binding or words to that effect.
The Los Angeles City Attorney - Dispute Resolution Program
LAPD Community - Employee Mediation

Mediation Report

DRP No: 

CF No: 

Complaint Intake Date: 

Statute Date: 

DRP Referral Date: 

Brief Description of the Alleged Misconduct:

Complainant: 

___Willing to Participate 
___Not Willing to Participate 

Name: 
Address: 

Phone: 
Cell: 
Email: 

Employee: 

Name: 
Serial No: 
Division of Assignment: 
Work Phone: 
Work Email: 

Date of Mediation: 

Mediators: 

Other Parties Present: 

Mediation Completed? 
___Yes 
___No 

This document is confidential pursuant to Penal Code Section 832.7 and LAPD Community-
Employee Mediation Program procedure. It may not be copied or examined except as 
provided by applicable laws and regulations.

LAPD/DRP 7/2013
Addendum 2
Los Angeles City Attorney's Office - Dispute Resolution Program
LAPD Community - Employee Mediation

Information Statement

The Dispute Resolution Program (DRP) is a community-based program which provides mediation services in English and Spanish. Translation services in other languages will be made available through the LAPD as needed. The services are provided at no cost to you. The services of the DRP are provided, with the help of volunteer mediators, pursuant to the California Dispute Resolution Programs Act. Additional volunteer mediators may observe only with your permission during your mediation. Your participation is voluntary.

Mediation is a process in which the parties to the conflict meet face to face and, with the help of a neutral mediator (who has no conflict of interest), try to resolve their dispute by talking directly to each other. Any dispute might be resolved in this way, if the parties are willing to try. The mediator will not take sides.

The process is simple. You talk about the past in order to understand the present in order to change the future. A session usually lasts 3 to 4 hours. Please be patient.

The process is informal. The parties and the mediator often use first names. In the beginning, each party speaks to the mediator without interruption by the other parties. The mediator may have questions. Please say what you are thinking. There is no cross-examination. You are asked to speak for yourself because this is not a trial and the mediator does not decide who is right or who is wrong. The mediator does not make any decisions for you.

The Mediator does not give legal advice or tell you what to do. The mediator has the authority to terminate the dispute resolution proceeding if at any time he or she concludes that any disputant is uninformd or does not understand his or her rights or potential obligations. It is the duty of the mediator to encourage such a disputant to seek legal or other professional advice.

The mediator may request to meet independently with the parties. These meetings are called caucuses. Anything stated in the caucus is confidential and will not be disclosed by the mediator without prior permission.

Anything said and anything written during mediation is confidential, which means that it cannot be used in a civil lawsuit unless everyone agrees. If you reach a written agreement, a statement verifying that you elect to make the agreement enforceable or admissible in court may be included in the agreement. You do not have to agree to anything that you do not want to. Before the process begins, you will be asked to sign this Information Statement, an Agreement to Mediate and a Confidentiality Agreement.

The Los Angeles County Department of Community and Senior Services partially funds the DRP. They monitor the DRP and your file might be reviewed during this process.

Signatures: __________________________ Dated: ____________

Signatures: __________________________ Dated: ____________

Signatures: __________________________ Dated: ____________

Signatures: __________________________ Dated: ____________

Please telephone or write our office if you have complaints, comments, or concerns about the services rendered.

The Los Angeles City Attorney's Office - Dispute Resolution Program
Attn: Administrative Coordinator
312 S. Hill Street, 2nd Floor
Los Angeles, CA 90013
Telephone: (213) 485-8324

Signature of Mediator
LAPD/DRP 7/2013

Addendum 3
Los Angeles City Attorney’s Office - Dispute Resolution Program
LAPD Community - Employee Mediation

Agreement to Mediate

1. All parties agree that everything said and everything written during this mediation proceeding will remain confidential and that no party will subpoena any staff or volunteer, or anything written by them, for any purpose in any legal proceeding, whether it is civil or criminal.

2. All parties understand the sole purpose of this proceeding is to resolve the complaint regarding the officer’s (or employee’s) conduct. There is no monetary resolution or impact on any legal proceedings or traffic citations.

3. The complainant agrees that, to the best of his/her recollection, he/she has disclosed all the misconduct which occurred during the incident resulting in mediation, and that there is no intent to disclose any further misconduct once mediation begins.

4. All parties understand that any mutual agreement reached shall not be enforceable in court and/or admissible as evidence in any judicial or administrative proceeding.

5. All parties understand that once the complaint has been mediated, the complaint will be closed without additional investigation.

This agreement is entered into voluntarily by:

Name__________________________ Date________________

Name__________________________ Date________________

Name__________________________ Date________________

Name__________________________ Date________________