



Dispute Resolution Center of Montgomery County, Inc.
(DRC-MC)

Volunteer Handbook

2022



Updated by Leadership Montgomery County- Class of 2022

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DISPUTE RESOLUTION CENTER OF MONTGOMERY COUNTY, INC. (DRC-MC)

VOLUNTEER HANDBOOK

I. ABOUT THE DRC-MC

The DRC-MC is a private non-profit organization formed by the Montgomery County Bar Association and the Montgomery County Commissioners in 1988. The DRC-MC's mission is to provide and promote affordable high-quality dispute resolution services and training to the Montgomery County area.

In support of our mission, we offer mediations via Zoom and in-person, at certain courts and at the DRC-MC office. We also offer interactive dispute resolution training via Zoom and in-person. In addition, we sponsor a Conflict Resolution Bookmark Art Contest for Montgomery County students in grades K-8, the Peacebuilding Community Awards Contest and custom designed training programs and presentations for agencies, companies and individuals. For a full listing of our programs/services, please see our website at www.resolution-center.org

Because the DRC-MC offers so many programs and services across Montgomery County, there are a variety of mediator and programmatic volunteer opportunities available through the DRC-MC. Volunteers should speak with the Manager of Volunteer Engagement and Development (Volunteer Manager) to find the volunteer opportunity that best fits your skills, interests and available time. The Volunteer Manager also has copies of Frequently Asked Questions (FAQs) for each type of volunteer opportunity and will provide these FAQs to you upon request.

DRC-MC volunteers are the heart of our organization and without volunteers, we could not offer so many meaningful programs and services to Montgomery County residents. We want you to feel comfortable in your volunteer position, so feel free to seek guidance or clarification from the Volunteer Manager regarding any of these policies and procedures.

II. ABOUT THE HANDBOOK

This Handbook offers a basic overview of DRC-MC policies and procedures for all volunteers and provides guidance and direction to volunteers as you begin volunteering at the DRC-MC. While you are a DRC-MC volunteer, the DRC-MC will provide necessary training, supervision, evaluation, and recognition. In return, we expect you to honor your volunteer commitments to the DRC-MC, respect other volunteers, clients and DRC-MC staff members, and perform your assigned duties to the best of your abilities.

As our organization grows and changes, the DRC-MC will modify the policies, practices and information in this Handbook as needed. When changes occur, we will notify you by an email announcement or update. You are responsible for reading and reviewing these updates so that you are aware of any policy changes that affect you.

If you have any questions or require further guidance on any of the areas covered in this Handbook, please contact the DRC-MC Volunteer Manager.

III. VOLUNTEER REQUIREMENTS

The following are minimum requirements for serving as a mediation volunteer or non-mediation volunteer for the DRC-MC. These requirements are subject to change without notice based on the needs of the DRC-MC and the community which it serves.

A. Eligibility Requirements for all DRC-MC Volunteers –

1. Complete a written/online volunteer application.
2. Provide three (3) or more unrelated personal and professional references.
3. Successfully complete an interview with the Manager of Volunteer Engagement and Development (Volunteer Manager).
4. Review the DRC-MC Volunteer Handbook (Handbook) and agree to abide by all policies and procedures within the Handbook.
5. Comply with all DRC-MC policies and procedures while working with any DRC-MC program, service or activity, regardless of whether held on DRC-MC premises or at another location.
6. Take and maintain the DRC-MC Pledge of Confidentiality.
7. Be respectful and polite to all staff members, Montgomery County personnel, other volunteers and clients, including those with divergent viewpoints and beliefs.
8. Complete forms/releases for background checks, when necessary for the volunteer activity.
9. Should be able to read and write in English.
10. Should meet the volunteer position requirements for the position sought or be willing to receive the training required to perform that position.
11. Communicate with the DRC-MC Volunteer Manager to inform him/her of any concerns, training needs and/or developments which may impact volunteer responsibilities.

B. Additional Eligibility Requirements for DRC-MC Volunteer Mediators

1. Applicants wishing to do general mediations must (1) successfully complete 40 Hour General Mediation training through an approved training provider in a program which meets TMTR course requirements and (2) provide proof of successful completion of this training.
2. Applicants wishing to also do family mediations must also (1) successfully complete Family and Domestic Violence training through an approved training provider in a program which meets statutory requirements and (2) provide proof of successful completion of this training.
3. Applicants wishing to do Child Protective Service (CPS) mediations must also (1) successfully complete an additional 14-16 hours of CPS mediation training by an approved training provider and (2) provide proof of successful completion of this training.
4. Observe two (2) of the type of mediation that the volunteer is seeking to mediate.

5. Successfully complete at least five (5) co-mediations of the type of mediation that the volunteer is seeking to mediate.
6. Have access to a computer and be computer and Zoom literate if the volunteer is seeking to mediate virtually.
7. Display neutrality toward all parties and their representatives.
8. Comply with the Texas Supreme Court Ethical Guidelines for Mediators and The Texas Dispute Resolution Directors' Council Code of Ethics. See Appendices A and B.
9. Be willing to utilize a facilitative mediation style unless the parties, their counsel, the mediators and the Volunteer Manager have agreed in advance to another style of mediation.
10. A volunteer mediator who has not mediated in a year or more, will be asked to complete the co-mediation requirements above before being allowed to mediate again.

IV. POLICIES AND PROCEDURES

A. Attendance, Absenteeism and Volunteer Timekeeping

As a DRC-MC volunteer, you will be an integral part of the programs and services we offer to residents of Montgomery County. Therefore, we ask that you appear at least fifteen (15) minutes prior to your mediation or other non-mediation volunteer assignment. Please alert the Volunteer Manager of any scheduled absences – such as vacation – as far in advance as possible so that we can locate an appropriate substitute volunteer. In the event of an unscheduled absence – illness or emergency – please alert the Volunteer Manager as soon as possible, preferably before your scheduled volunteer time begins. If absenteeism is unexcused, excessive, or interferes with client services, your volunteer relationship with the DRC-MC may need to be re-evaluated to see if it can continue.

You should turn in accurate records of the volunteer time you expended to the Volunteer Manager at the end of each volunteer shift or mediation. The DRC-MC uses your time submissions to ensure accurate reporting and that you receive proper recognition for the benefits you are providing to the community.

B. Performance Feedback

As a DRC-MC volunteer, you will receive periodic evaluations or feedback on your volunteer performance. This feedback will allow you and the Volunteer Manager to discuss potential changes/training to enhance your volunteer skills or improve your relationship with DRC-MC clients, other volunteers, and/or the DRC-MC staff. You and the Volunteer Manager should utilize feedback discussions to establish an open line of communication.

C. Volunteer Records/Information

The DRC-MC maintains DRC-MC training records and volunteer time records for three (3) years. You should also keep copies of your own training certificates and volunteer time in case you need this information later. Your personal time records should not include any confidential client information but may include generic information such as the date of your volunteer service and the amount of time you volunteered on a particular date.

The DRC-MC will not release your contact information (i.e., phone number, address, etc.) to members of the public without your express written consent. However, we may include your email address on volunteer directed emails unless you direct us in writing not to include your email address on such emails.

If a DRC-MC client (member of the public and/or their attorney) asks you for details about a former DRC-MC client or mediation, please direct them to the DRC-MC Volunteer Manager at (936) 760-6914, Ext. 4.

D. Representing the DRC-MC

Volunteers do not act as a DRC-MC representative to the public unless the DRC-MC Board, Executive Director or Volunteer Manager specifically ask you to assume this responsibility. Please consult with, and receive permission from, the Executive Director and the Volunteer Manager before engaging in any actions that may affect or hold the organization liable. Examples include, but are not limited to, public statements to the press, signing contracts or entering into financial agreements, lobbying or forming partnerships with other organizations.

E. Ending Your Volunteer Service

You may resign from your volunteer service with the DRC-MC at any time. We ask that you notify the Volunteer Manager at least **two weeks** prior to your departure and that you complete the Exit Interview process. Volunteers should return any DRC-MC equipment, materials, keys, passwords, forms or volunteer badges in their possession at the Exit Interview. Either the Volunteer Manager or the Executive Director can receive returned DRC-MC property on behalf of the DRC-MC.

F. Confidentiality Agreement

Due to the nature of the volunteer activities at the DRC-MC, you will have to sign a confidentiality agreement before you begin volunteering at the DRC-MC. We expect you to abide by DRC-MC confidentiality rules and requirements. By signing the DRC-MC Confidentiality Pledge, you acknowledge that you will refrain from the unauthorized use or disclosure of any confidential, private and/or proprietary information during and after serving as a volunteer.

G. Policy Against Harassment/Discrimination

The DRC-MC is committed to maintaining a harassment and discrimination free environment. DRC-MC policy prohibits harassment and discrimination based on sex, race, religion, creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or any other status protected by federal or state law or local ordinance or regulation. This policy is applicable to all persons involved in DRC-MC operations including DRC-MC employees, volunteers, clients, contract workers and vendors. The DRC-MC will not condone violation of this policy, and violators may be immediately suspended or terminated from participation in DRC-MC programs, services and activities.

If you believe that someone has engaged in harassing or discriminatory behavior toward you, another volunteer or DRC-MC staff member, please report this as soon as possible to the Volunteer Manager. If the complaint involves the Volunteer Manager, the volunteer shall report the incident(s) to the DRC-MC Executive Director. If the allegation involves the Executive Director, the volunteer should report this to the Chair of the DRC-MC Board. DRC-MC will investigate any such reports in a discreet and confidential

manner and will not tolerate or condone retaliation against anyone reporting suspected harassment or discrimination in good faith.

H. Smoking or Vaping

The DRC-MC prohibits smoking and vaping in the DRC-MC office, including in private offices and other common areas. Volunteers, like staff, may not smoke or vape during DRC-MC Zoom or in-person mediations.

I. Pets

The DRC-MC cannot allow pets (dogs, cats, reptiles, birds, and any other type of live animal), although beloved, in the DRC-MC office due to county regulations. However, service dogs may accompany persons with disabilities to a DRC-MC activity or program as long as the person (1) provides 72 hours advance notice of the need for a service dog to accompany them and (2) ensures that the dog is well-behaved and housebroken. If you are allergic to dogs, or if you would prefer not to be around service dogs, please alert the Volunteer Manager.

J. Solicitation

The DRC-MC does not generally allow solicitation by non-staff members on DRC-MC property. If you wish to solicit or distribute literature for charitable purposes only, you will need to obtain prior permission from the Volunteer Manager. The Volunteer Manager will decide whether and how the information is to be disseminated to DRC-MC clients or volunteers.

K. Substance Abuse

The DRC-MC prohibits the possession, use or sale of illegal drugs at the DRC-MC office, at DRC-MC events, and at events representing the DRC-MC, including on mediations via Zoom. Additionally, abuse of prescription and over-the-counter drugs and alcohol can compromise or impair your performance, judgment and conduct. The DRC-MC reserves the right to ask a volunteer who violates this policy, or whose performance is impaired by drugs, alcohol or abuse of medication, to cease the volunteer activity.

L. Privacy in General

The DRC-MC sometimes provides computers, email and internet access to assist volunteers to perform their volunteer duties. Volunteers should not conduct personal business during volunteer time or on DRC-MC computers since we cannot ensure that others cannot see your personal emails, information or photos. The DRC-MC owns these computers and retains the right to delete or otherwise dispose of any emails, documents, photos or programs generated or stored on DRC-MC computers.

The DRC-MC provides lockers at its office for volunteer convenience. These lockers remain the sole property of the DRC-MC. Accordingly, the DRC-MC reserves the right to inspect the lockers and items within them with or without prior notice.

M. Social Media

The DRC-MC recognizes the importance of social media in shaping public thinking about our organization.

We also recognize that social media can be a fun and rewarding way for volunteers to share their activities, including those at the DRC-MC, with friends, family and volunteers around the world. The DRC-MC is committed to supporting honest, transparent, and knowledgeable dialogue on the internet through social media.

However, we ask you to take some precautions when posting to any type of social media or having someone else post to social media for you. These precautions will help ensure confidentiality, privacy and accuracy.

- Respect confidentiality. Be very careful not to discuss information that is private, confidential, and/or sensitive that you obtained through your volunteer work at the DRC-MC. This includes, but is not limited to, information about DRC-MC clients, staff, or volunteers without permission of the person and the DRC-MC Volunteer Manager.
- Respect privacy. Just as the DRC-MC will not post any pictures of you on social media without your permission, you should not publish photographs of any DRC-MC volunteers, clients or staff members without their express permission.
- When posting about DRC-MC programs, services and activities, unless the DRC-MC has authorized you to speak on behalf of the DRC-MC, make it clear that (1) you are sharing your own views and opinions and (2) that you are not a DRC-MC spokesperson.
- You should refer any media inquiries about the DRC-MC sent to you via social media to the DRC-MC Volunteer Manager and Executive Director.

N. Safety and Security

The DRC-MC wants all volunteers to be safe at all times. Volunteers are responsible for following common sense suggestions to help ensure a safe environment:

- Be aware of any unknown person who comes into a locked area of the DRC-MC without a staff member or volunteer accompanying them.
- Never leave a purse, wallet, computer or other valuable item unattended and avoid carrying large sums of money on your person.
- If you are injured while performing volunteer activities, it is important that you report the injury immediately to the Volunteer Manager or Executive Director.
- If possible, you should also complete an incident report regarding any property loss or injury and submit it to the Volunteer Manager or Executive Director within three (3) days following the injury or property loss. If not possible, you should submit the report as soon as reasonably possible.

O. Emergency Closures

The DRC-MC may have to close its office due to inclement weather, public emergencies or closure of the Montgomery County office building in which the office is located. The DRC-MC Volunteer Manager or another staff member will attempt to contact any volunteers scheduled for that day to advise of the closure and discuss

whether the volunteer activity will occur remotely via Zoom or other means. You should also refer to the DRC-MC website, resolution-center.org and mctx.org for additional details regarding office closures in downtown Conroe.

P. Conflict of Interest/Appearance of Conflict of Interest

The public judges the DRC-MC, in large part, by the individual and collective performance of its volunteers. Therefore, it is extremely important that every volunteer consistently act in a manner that safeguards the DRC-MC's reputation for integrity and neutrality and merits public trust and confidence. Volunteers must also refrain from engaging in activities in which the volunteer's interest conflicts with, potentially conflicts with, or appears to conflict with the DRC-MC's interests.

An actual or potential conflict of interest occurs when a volunteer is in a position of influence with regard to a decision that may result in personal gain for the volunteer, the volunteer's relative(s) or another organization or business with which the volunteer is involved. For the purposes of this policy, a relative is a person who is related by blood or marriage, or whose relationship is similar to that of persons who are related by blood or marriage. Some conflict of interest situations are easily identifiable, whereas others are more subtle.

Some of the more common volunteer conflict examples listed below. These examples are illustrative and not exhaustive.

- Acceptance of Payment or Gifts: No volunteer shall solicit or accept payment of any kind (including gifts, cash, discounts, concessions, services or other similar item or benefits) for services rendered as part of his or her DRC-MC volunteer service. This includes payment for speaking engagements or for participation in workshops or similar activities.
- Improper Influence: A volunteer, or the volunteer's close relative, should not attempt to influence the DRC-MC to take any action or assume a position on an issue when the volunteer is actually acting on his or her own behalf, or behalf of another person, business or organization.
- Inside Information: No volunteer, or the volunteer's close relative, shall use inside information for their own advantage or benefit or for the benefit of another organization.
- Competing with the DRC-MC: No volunteer shall prevent or hinder the DRC-MC from lawfully competing with others or divert business or personnel from the DRC-MC.
- Political Activities: Volunteers are free to take an active interest and to participate in the political and governmental process on their own time. However, they may not engage in political activity while engaging in volunteer activities on behalf of the DRC-MC. Volunteers also may not represent or imply that the DRC-MC supports his or her political activity.
- Making False Statements: No volunteer shall use DRC-MC stationery or title to misidentify him or herself as an employee of the DRC-MC.
- Bias or Favoritism: No volunteer shall judge any contest or mediate a dispute in which a relative or business associate are competing or are involved. Additionally, no volunteer mediator may participate in a mediation in which they do not feel they can act in: (1) a neutral and unbiased

manner toward all parties to the mediation and (2) accordance with The Texas Supreme Court Ethical Guidelines for Mediators and The Texas Dispute Resolution Center Directors' Council Code of Ethics for Mediators. See Appendices.

Q. Reimbursement of Expenses

Volunteers may be eligible for reimbursement of pre-approved, actual out-of-pocket expenses, including transportation expenses incurred while engaging in volunteer service for the DRC-MC. Federal mileage rates for non-profits will be applicable for travel to and from preapproved events or presentations. The DRC-MC Volunteer Manager will have reimbursement request forms and current federal mileage rates. Volunteers should submit any reimbursement requests and substantiating receipts to the Volunteer Manager as soon as possible after the expenditure was made or the event occurred.

R. Use of DRC-MC Equipment, Property and Facilities

Volunteers should immediately report any damage, defects or needed repairs to DRC-MC equipment, computers, machines, tools, or furniture to the Volunteer Manager. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to others. The Volunteer Manager can answer questions about the volunteer's responsibility for maintenance and care of DRC-MC computers used during a remote volunteer assignment.

S. Recognition

The DRC-MC will recognize contributions to the community and the DRC-MC throughout the year. This recognition may include, but is not limited to volunteer appreciation luncheons, monthly drawings, social media salutes, email acknowledgements, annual reports, press releases, etc. If you do not wish to be recognized for your volunteer service, please advise the Volunteer Manager in writing so that the DRC-MC may honor your wishes.

T. Weapons

Firearms, weapons, ammunition or explosives are not allowed in the DRC-MC offices or at DRC-MC programs and functions. Volunteers who are currently active law enforcement are exempt from this policy.

U. Immunity

The Texas Civil Practice and Remedies Code §154.055 provides that a volunteer mediator "who does not act with wanton or willful disregard of the rights, safety or property of another..." is immune from civil liability for "any act or omission within the scope of his or her duties or functions as an impartial third party."

V. Abuse/Neglect/Exploitation/Imminent Danger

A volunteer who has reason to believe that a child, or a person with a disability, or a person over the age of sixty-five (65) has been abused/neglected or exploited or is in imminent danger, should contact the Volunteer Manager or Executive Director immediately for instructions on reporting requirements.

W. Exceptions to Policies

The Executive Director has the discretion to make certain exceptions to the Handbook policies in the best interest of the DRC-MC.

Thank You

Thank you for volunteering your time and talent to the programs, services and activities of the DRC-MC. It is our hope that your volunteer time with the DRC-MC will be rewarding to you and to the Montgomery County residents that the DRC-MC serves. Do not hesitate to contact the Volunteer Manager if you have any questions regarding this Handbook, the Appendices or your volunteer responsibilities.

ACKNOWLEDGEMENT OF RECEIPT OF HANDBOOK

I acknowledge that I have received a copy of the Dispute Resolution Center of Montgomery County, Inc. (DRC-MC) Volunteer Handbook and Appendices. I understand that this Handbook and the Appendices summarize DRC-MC policies and procedures for volunteers, and that the DRC-MC has furnished them to me solely for my information.

I further understand that volunteering with the DRC-MC is not for a specific term and is at the mutual consent of both myself and the DRC-MC. Accordingly, either the DRC-MC or I can terminate the volunteer relationship at will, with or without cause, at any time.

I further understand that Handbook statements and Appendices do not create any contractual or other legal obligations. I also understand that the DRC-MC may modify or rescind any of policies or procedures described in the Handbook and Appendices at any time, except for those policies required by law.

I acknowledge that it is my responsibility to read and become familiar with the contents of the Handbook and Appendices. I agree to execute my volunteer duties in compliance with these policies and procedures and I understand that violation of these policies and procedures can result in immediate termination of my relationship with the DRC-MC.

Volunteer Name (Printed) _____

Volunteer Signature _____

Date ___/___/_____

PLEDGE OF CONFIDENTIALITY

I understand that as staff/intern/volunteer/contractor at the Dispute Resolution Center of Montgomery County (DRC-MC) I will learn confidential and/or privileged information. I understand that I must maintain the privacy and confidentiality of all client, intern, volunteer, contractor, employee and agency information. I recognize the value and sensitivity of confidential and private information and agree to protect the anonymity of the aforementioned individuals in every way possible.

Client Confidentiality

I agree not to divulge information about any client to anyone outside of the DRC-MC. I will not acknowledge a client in public in such a way that publicizes his/her connection with the DRC-MC. Additionally, if I should directly hear or overhear and/or suspect that someone is sharing client information in public, I will notify the Executive Director immediately in order for the situation to be rectified and for the DRC-MC to preserve client confidentiality.

I understand and agree that by law, there is an obligation to disclose confidential information to the appropriate authorities in situations that involve child abuse, elder abuse, and abuse of a person with a disability and threats of harm toward others. If this situation occurs during the course of my responsibilities as staff, intern, volunteer, or contractor, I will notify the Executive Director immediately.

Team Confidentiality

I understand how important it is not to disclose my own personal information or that of any other intern, volunteer, contractor, employee or any other person affiliated with the DRC-MC. I pledge to hold all information (verbal, written, or computerized) concerning anyone affiliated with the DRC-MC in the strictest confidence and will not disclose any information to any third party.

I understand and agree to keep all client, intern, volunteer, contractor, employee and agency information confidential for an indefinite period of time, even if I am no longer with the DRC-MC.

I understand how serious it is to violate this Pledge of Confidentiality and that I am accountable for any harm that results from any unauthorized disclosure of private or confidential information.

I understand that the DRC-MC may terminate its relationship with me if any unauthorized disclosure occurs.

I have read the above Pledge of Confidentiality and affirm that I will abide by this agreement.

Printed Name: Staff/Intern/Volunteer/Contractor

Date

Signature: Staff/Intern/Volunteer/Contractor

Date

Phone: (936) 760-6914, Ext. 4

mediate@mctx.org

Fax: (936) 538-8050

TEXAS SUPREME COURT ETHICAL GUIDELINES FOR MEDIATORS



Texas Supreme Court
Ethical Guidelines for

THE TEXAS DISPUTE RESOLUTION CENTER DIRECTORS' COUNCIL CODE OF ETHICS FOR MEDIATORS

Mediation is a conflict resolution process in which an impartial third party, the Mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Decision making authority for any agreement or settlement rests with the parties themselves. While a large percentage of cases settle in mediation, mediation can also serve as one of several steps to a later reconciliation, agreement, or settlement. Mediation is based on principles of communication, negotiation, facilitation, and problem-solving techniques that emphasize the needs and interests of the participants, as well as fairness, procedural flexibility, privacy and confidentiality, full disclosure, and self-determination.

This Code is intended to serve as a guide for the ethical conduct of Mediators at the Dispute Resolution Center (DRC). It represents standards of ethical behavior for Mediators in relationship with the parties, colleagues, and the community as a whole. Successful mediation programs are built on public confidence and understanding, therefore, mediators must observe the highest standards of conduct.

1. GENERAL PRINCIPLES

- 1.1. A Mediator shall assist the parties in reaching an informed and voluntary settlement. Decisions are to be made voluntarily by the parties themselves.
- 1.2. A Mediator shall not coerce or unfairly influence a party into a settlement agreement and shall not make decisions for any party to a mediation process.
- 1.3. A Mediator shall promote a balanced process and shall encourage the parties to be non-adversarial in the mediation.
- 1.4. A Mediator shall not intentionally or knowingly misrepresent material facts or circumstances in the course of conducting the mediation.
- 1.5. A Mediator shall promote mutual respect among the parties throughout the mediation process.
- 1.6. The goal of mediation is not only settlement, but also the facilitation of communication, which promotes understanding, reconciliation, agreement or settlement. (Not all cases are appropriate to settle through mediation.)

2. PROFESSIONALISM

- 2.1. A Mediator shall adhere to the highest standards of integrity, impartiality, and professional competence.
- 2.2. A Mediator shall make only accurate statements about the mediation process, its benefits, and the Mediator's qualifications.
- 2.3. Co-Mediators shall be courteous toward each other and shall avoid any appearance of conflict with, or criticism of, a Co-Mediator in the presence of the parties.
- 2.4. A Mediator shall respect and promote cooperation and understanding among professionals, including, but

not limited to, mediators, attorneys and mental health and social service professionals.

2.5. A Mediator shall consult with the DRC Staff if the Mediator is unsure of how to handle a procedural or ethical problem.

2.6. A Mediator shall decline appointment, withdraw, or request technical assistance when the Mediator decides that a case is beyond his or her competence.

3. **PROCESS**

3.1. A Mediator is responsible for directing and protecting the mediation process. The role of the mediator includes, but is not limited to, assisting the parties in facilitating communication, clarifying issues, reducing obstacles, evaluating options and encouraging a voluntary agreement.

3.2. A Mediator shall not prolong a mediation session if it becomes apparent that the case is unsuitable for mediation or if one or more of the parties is unwilling or unable to participate in the mediation process in a meaningful manner.

3.3. A Mediator shall promote balance between the parties to ensure a safe and neutral environment.

4. **IMPARTIALITY / NEUTRALITY**

4.1. A Mediator has a continuing duty to disclose anything that may affect, or might appear to affect, the Mediator's ability to be impartial. Impartiality means freedom from favoritism or bias in word, action, and appearance and implies a commitment to aid all parties, as opposed to an individual party, in moving toward an agreement.

- a. A Mediator shall determine his or her ability to maintain impartiality before beginning a mediation involving a party with whom the Mediator has or may have had a previous relationship.
- b. A Mediator shall disclose to all parties any affiliation or previous relationship with the parties.
- c. A Mediator shall withdraw from the mediation if the Mediator believes he or she can no longer be impartial toward the parties or the subject matter.

4.2. A Mediator shall not practice, condone or facilitate discrimination on the basis of race, religion, national origin, marital status, political belief, mental or physical handicap, or other characteristic, condition, preference, or status.

4.3. A Mediator shall obtain confirmation from the parties as to the acceptability of the Mediator to conduct the mediation. The determination of acceptability rests solely with the parties.

4.4. A Mediator shall maintain impartiality while raising questions for the parties to consider as to the reality, fairness, equity, and feasibility of proposed options for settlement.

4.5. A Mediator shall not have private conversations with any party to the mediation without informing the other parties.

5. **NON-ADVOCACY**

5.1. A Mediator shall not advocate a particular solution, but rather shall assist the parties in examining the advantages and disadvantages of all options suggested during the mediation.

5.2. A Mediator shall not offer personal or professional opinions, suggestions or advice to any party.

5.3. A Mediator shall not provide counseling, therapy, or legal advice to the parties.

5.4. A Mediator shall never coerce, make a decision for, or impose his or her own judgment on any party.

5.5. A Mediator shall see that the interests of unrepresented third parties, such as children, are considered by the disputing parties. However, a Mediator shall never act as an advocate for such unrepresented parties.

6. CONFIDENTIALITY

- 6.1. A Mediator shall inform the parties of the confidential nature of the mediation and any exceptions.
- 6.2. Unless expressly authorized by the disclosing party or required by law, the Mediator shall not disclose to any party or other person information given in confidence by a party, including information obtained in caucus, and shall at all times maintain confidentiality with respect to the subject matter of the dispute.

7. CONFLICT OF INTEREST

- 7.1. A Mediator must disclose any current, past, or possible future relationship with anyone involved in the mediation. Disclosure must also be made as soon as practical after the Mediator becomes aware of any such relationship.
- 7.2. The burden of disclosure rests on the Mediator. After appropriate disclosure, the Mediator may serve if the parties so desire. If the Mediator believes or perceives that there is a clear conflict of interest, he or she should withdraw, irrespective of the expressed desires of the parties.
- 7.3. A Mediator shall not use the mediation process to solicit, encourage, provide, or receive future professional services with either party.

8. CONTINUING EDUCATION

- 8.1. A Mediator shall maintain competence in mediation skills by staying informed of and by abiding by all relevant statutes or rules and by regularly engaging in educational activities promoting professional growth and proficiency in mediation skills.
- 8.2. A Mediator shall both give and accept honest and constructive feedback from Co-Mediators and the Staff.
- 8.3. An experienced Mediator should cooperate in the training of new mediators, including serving as a mentor.
- 8.4. A Mediator should support the advancement of mediation by encouraging and participating in public education.

9. PRIVILEGE TO MEDIATE

- 9.1. Qualification to mediate as a volunteer at the DRC confers no permanent right to the individual, but is a conditional privilege that can be revoked by the DRC.
- 9.2. Violation of this Code may result in automatic disqualification to mediate at the DRC or to be listed as a DRC Mediator.