



RIVERDALE MEDIATION

INTERNSHIP POLICIES AND PROCEDURES (SHORT FORM)

PREREQUISITE REQUIRED PRIOR TO COMMENCING INTERNSHIP

- a. The completion of a basic course in family mediation training from a recognized Mediation Training Program. (40 hours)
- b. The completion of a 21-hour or other advanced level mediation training from a recognized training program.
- c. 14 hour course in domestic violence training.
- d. Professional education as per the OAFM standards for accredited family mediators as outlined in the www.oafm.on.ca website.

(unless otherwise agreed)

ROLE OF THE SUPERVISING MEDIATOR

- a. The Supervising Mediator will meet briefly with the Intern before, during and after any given mediation to brief the Intern regarding the mediation procedure, to share techniques and briefly answer any specific questions the Intern has regarding the particular mediation.
- b. The Supervising Mediator will discuss the involvement of an intern with the mediating parties prior to the Intern's participation at a mediation.
- c. The Supervising Mediator will intervene at any stage of mediation if the Mediator feels an intern is having difficulties during mediation.
- d. The Supervising Mediator may call a break, provide input and allow the Intern to resume the mediation or if the difficulties are significant, the Supervising Mediator may complete the mediation.





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COMPLAINTS, PROBATION OR TERMINATION OF INTERNSHIP

- a. The Supervising Mediator will record and note dates of all complaints and/or concerns related to the Intern.
- b. The Supervising Mediator will discuss by telephone any minor concerns or complaints with the Intern.
- c. The Supervising Mediator will discuss any major complaints or concerns related to the Intern with the Internship Coordinator then will meet with the Intern to discuss the complaints or concerns.
- d. Depending on the number of complaints or concerns, the Supervising Mediator will determine whether the Intern should be placed on probation. If this course of action is pursued, the Intern will receive notification of such by letter.
- e. If complaints or concerns persist, the Supervising Mediator will terminate the internship. Notice of termination will be provided in writing to the Intern.
- f. Any breach in confidentiality is grounds for termination of internship.

OTHER POLICIES AND PROCEDURES

Professional Conduct

1. Interns will adhere to the code of conduct of OAFM as published from time to time and to the policies and procedures established by Riverdale Mediation. The Intern shall also adhere to the codes of conduct of any other dispute resolution organizations to which they belong.
2. Each Intern shall maintain professional liability insurance covering family mediation, for a minimum of \$1,000,000.00 and will provide Riverdale Mediation with proof of such insurance.
3. The Intern will not accept a mediation in which there is a potential conflict of interest. If there is a specific reason to depart from this policy, the intern may only do so if the conflict has been disclosed and consent to proceed has been given by both parties and their counsel, and approved by the Supervising Mediator.





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4. The Intern shall keep confidential all information and knowledge concerning the business and affairs of Riverdale Mediation and/or the contents of any mediation which shall come to his or her attention through the Internship program or involvement with Riverdale Mediation.
5. Upon receiving a referral, the Intern will immediately determine if he or she is able to conduct the mediation within a reasonable time frame and in accordance with the policies in effect at the time. In the event the intern is not able or willing to accept the referral for this or any other reason, they will immediately inform the Supervising Mediator.
6. Any concerns of a procedural, ethical or legal nature shall immediately be discussed with the Supervising Mediator and noted in the file.

Time Frame for Family Mediation

7. Upon receiving a mediation referral, the intern (where appropriate) will contact the parties within one week and will arrange an individual appointment for each of the parties. If the mediator has been unable to contact the parties within one week, the mediator will advise the Supervising Mediator who may assist in contacting the parties.
8. Mediation should take place as expeditiously as possible having regard to the complexity of the matter and to the schedules of the parties and their counsel.

Pre-Screening

9. Prior to commencing mediation, the Intern will (where appropriate) pre-screen each of the parties by having them each complete a preliminary intake form and reviewing it, followed by individual meetings and the use of any screening tool as may be approved by Riverdale Mediation and discuss the results with the Supervising Mediator before processing to mediation.
10. Cases in which there is real concern for potential violence or for power imbalances which may make mediation dangerous or unworkable will be screened out by the Intern/Supervising Mediator. Where concern for either power imbalances or violence exists but the parties both wish to proceed, the Intern and Supervising Mediator will determine the appropriateness of the case for mediation. If the Supervising Mediator considers it appropriate to attempt mediation, all safety precautions will be determined and administered.





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Administration

11. In mediations where issues were settled, the Intern will (if requested by the Supervising Mediator) forthwith prepare a Mediation Report and submit it for approval to the Supervising Mediator. The parties shall not sign any agreement in the presence of a mediator. The minutes of settlement, separation agreement, memorandum or other document finalizing the matter should ultimately be prepared, reviewed and approved by the parties and their lawyers unless otherwise agreed between the Intern and the Supervising Mediator.
12. The Intern will record on the docket sheet in the file maintained at Riverdale Mediation, the dates and times of all meetings with the clients.
13. Files shall not be removed from Riverdale Mediation.
14. No mediation shall proceed until the parties have completed intake forms. No joint session shall proceed until the parties have executed the formal mediation agreement.
15. Interns shall complete a Case Closing Summary for each file when the mediation is concluded and submit it to the Supervising Mediator.
16. Interns will complete such other forms and documentation as may be required by Riverdale Mediation from time to time.

Supervision & Quality Control

17. Each Intern is responsible to ensure that quality and consistency are provided to all mediation clients.
18. Any issues which may adversely affect the provisions of mediation services, or the relationship between Riverdale Mediation and the public, the bar, the Courts or the Ministry must immediately be brought to the attention of the Supervising Mediator.





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Mediation Fees

19. The Intern is responsible, where appropriate, to collect fees payable to Riverdale Mediation in accordance with the terms of the Agreement to Mediate.

Use of Riverdale's Equipment & Intellectual Property

20. The Intern shall follow the Office Administrator's instructions regarding use of Riverdale Mediation's office equipment.
21. The Intern shall not use office equipment (fax, telephone, computer and computer programs, photocopier, etc.) for personal use.
22. The Intern shall not install computer software on Riverdale Mediation's computers without permission from the Supervising Mediator nor shall he or she copy any software on Riverdale Mediation's computers.
23. The Intern shall ensure any reports or Riverdale information stored on the Intern's home computer are secure and remain confidential.
24. The Intern shall not use the Riverdale Mediation name, logo, letterhead or web site without permission.
25. The Intern shall not have, copy, provide to anyone else or use any Riverdale Mediation property, including Riverdale client lists, mail/marketing lists, documents or any other data or information without written permission.
26. The Intern shall not use, copy or take any Riverdale Mediation training materials, powerpoints, articles, precedents, or other copyrighted property of Riverdale Mediation without permission.

Internship Program/Internship Policies and Procedures Short Form.doc

