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Multi-Door Dispute Resolution Division
Mediator Handbook, 2016 Edition

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The world we have created today, as a result of our thinking thus far, has created problems that cannot be solved by thinking the way we thought about them when we created them.

Albert Einstein

INTRODUCTION

On behalf of the Multi-Door Dispute Resolution Division and the Superior Court of the District of Columbia, I would like to welcome your participation in our mediation programs. Mediators provide an essential service to the community and the courts, offering attorneys and their clients an alternative to the litigation process.

This Handbook has been prepared by the Multi-Door Dispute Resolution Division for use by mediators and other neutrals that serve in the Superior Court ADR Programs. It is designed to provide easily accessible information on Program policies and procedures. Please read through it carefully. As procedures change we will circulate updates, which should be added to this book.

To be successful, these programs must prove themselves to a large and diverse group of lawyers, clients, judges and administrators. Because it relies on the talents of many mediators who serve periodically, we must all, program administrators and mediators alike, pay close attention to the quality and consistency of services we provide. In particular, we need mediators to give matters of administration and policy the same careful attention they give mediations.

This handbook will help mediators to further these goals, thereby contributing to the success of the entire operation as well as individual cases. We recommend that you keep this handbook with you and refer to it when you have questions concerning administration and policy.

Jeannie M. Adams, Director

MULTI-DOOR OVERVIEW AND TRAINING INFORMATION

The Multi-Door Dispute Resolution Division maintains a staff of twenty-six full-time employees and several Dispute Resolution Specialists to administer its ADR programs as well as its recruitment and training programs. The ADR programs include: Community Information and Referral Program, Small Claims Mediation, Landlord and Tenant Mediation, Family Mediation, Child Protection Mediation, Probate Mediation, Tax Mediation, Civil Mediation, and Civil Arbitration programs.

Periodically, Multi-Door selects and trains applicants to become mediators in its ADR programs. The following programs have no prerequisites for becoming a mediator: Small Claims, Landlord and Tenant, Family, and Child Protection. In the Civil, Tax, and Probate Mediation programs, only attorneys admitted to practice law in the U.S. can mediate. The Civil Arbitration program has several requirements; please see the Civil Arbitration section for more details.

Solicitation for New Mediators and Selection of Trainees

Multi-Door solicits applications when a need for additional mediators arises in one or more of its programs. Interested parties may apply for a program only when Multi-Door announces that it is seeking new mediators in that program. If interested in mediating in more than one Multi-Door program, an applicant must apply to each program separately, as application requirements may vary across programs.

Multi-Door's system for selecting mediators is designed to ensure that an inclusive and diverse group of well-qualified trainees is selected. The selection process includes a review of all credentials, including a written application, a resume, and an in-person interview. Candidates with skills and attributes currently in high demand are forwarded to program-specific selection committees which collaboratively make decisions on the best qualified candidates. The pool of applicants from which Multi-Door interviews and selects its trainees is quite large. As an example, the group trained for the Civil Mediation Program in 2014 represented 17% of the applicant pool. The goal of this selection process is to assess the candidate's aptitude to mediate and his or her interest in the program. After interviews are completed, program and training staff meet to select the class of trainees.

This process does not apply to those seeking admission to a Multi-Door mediation roster through Multi-Door's Open Enrollment process.

Training for New Mediators

Multi-Door provides specialized mediation training to its new mediators in one of eight different dispute resolution programs. A program may train new mediators separately or may combine its training with another Multi-Door program. The training format may vary depending on several factors, including the needs of the division, the needs of the program(s) involved, and the background of the selected trainees. Previous formats include: (1) combined basic training for multiple programs, followed by program-specific training, (2) single-program basic and specialized training, and (3) stand-alone, program-specific training for a class of mediators that have received applicable prior training and experience before applying to Multi-Door. Staff

members are responsible for determining the core content of training, plus the selection of any additional outside training resources. The length of training depends on the format selected and the topics addressed by the program. Basic mediation training may take two to four full days, while specialized training may take two to three additional days. Trainees must attend both basic and program-specific mediation training offered by Multi-Door, unless a candidate has recent previous basic mediation training from a qualified ADR Program recognized by Multi-Door. (The requirement to attend basic mediation training may be waived at Multi-Door's discretion in such cases.) Each trainee is required to complete the entire training program. With the exception of grave emergencies, absences will result in dismissal from training.

Acceptance into training does not guarantee acceptance into the program. Each candidate's performance is continuously assessed throughout the training. Together, trainers work with trainees to identify strengths and areas requiring improvement. The ability to master fundamental skills of mediation during the training is a requirement for continued participation in the program.

Training for each program is offered periodically based on program demand and mediator turnover. In addition to the initial program-specific training, Multi-Door also provides its mediators with mentoring, in-service training, and peer review.

Mentorship

Following classroom instruction, the trainees will receive mentoring from experienced Multi-Door mediators. The mentor assists the trainee with mediation techniques and program procedures. Mentors have discretion to either observe or co-mediate based on the skill and comfort level of their assigned trainee and program preferences. The mentorship period is based on each trainee's individual needs. Trainee evaluation is continuous throughout the mentorship period. Following successful completion of the mentoring period, the trainee is placed on the mediators' roster for a particular program.

Commitment Period

Following the completion of initial training and mentorship, each mediator must complete a one-year probationary period during which s/he must meet the minimum activity requirement of the program s/he joined. Stipends will be provided after completing the first three mediation cases on a *pro bono* basis. During this time, senior program staff will evaluate the new mediator's ability to mediate based on his/her overall performance.

After successfully completing a one-year probationary period, mediators are invited to continue to mediate with the program. To maintain active status during the probationary period and beyond, mediators are required to mediate with specific frequencies on an annual basis. Please see Attachment T-1, Mediation Activity Requirements, for full details on the requirements of each program. If a mediator leaves the program of his or her own accord, but wishes to return after a period of more than six months, he or she will be asked to contact the program staff to determine what steps are necessary to be reinstated.

Open Enrollment Process

In 2007, the Multi-Door Dispute Resolution Division instituted an open enrollment process to recruit highly-qualified mediators. Applicants must meet all of the qualification standards set forth in the open enrollment application, which include appropriate training and mediation experience.

The Multi-Door Dispute Resolution Division will evaluate written applications submitted by applicants on an “as needed” basis. Thus, applying to request consideration to provide dispute resolution services does not guarantee that an applicant will be selected as a mediator with Multi-Door. Once an applicant is conditionally qualified based on the submitted application, the applicant must demonstrate relevant dispute resolution knowledge and skills. Qualified applicants will be observed mediating a case in a program in which they are found conditionally qualified to provide services. An application for consideration can be found on Multi-Door web page, at <http://www.dccourts.gov/mediators>. The Family and Child Protection Mediation programs require that an application supplement also be submitted. These supplements can also be found on the above referenced website.

ID Badges

Court ID badges serve to expedite access to Court buildings and certain areas of the Multi-Door offices. All Multi-Door mediators must have a non-expired security badge. If you do not have a badge, or your badge is expired, please inform your program officer. Multi-Door staff will request that you sign a criminal history request form. When the criminal history check is complete, Multi-Door staff will then provide you with a *Request for Issuance of a Security Access Badge* form signed by the Multi-Door Division Director. The completed form must be taken with you to obtain your badge. Instructions and current location to obtain badges will be provided with the *Security Access Badge* form.

Compensation

Mediators are paid a small stipend for their services. The stipend payment helps defray any out-of-pocket expenses incurred by traveling to court and is a gesture of appreciation by the court for the important work undertaken by our mediators.

Rates per Program

The current stipend payments for each program are detailed in Attachment T-2, Compensation Rates by Program.

No-Show Stipends

If a mediator arrives at court and a scheduled mediation session is not held, the mediator will receive a \$50 No-Show Stipend for coming to court. A mediator is not paid a stipend if notification of a cancellation is made prior to the mediator arriving at the court.

Pro Bono Requirements for Trainees

Mediators who have received basic and/or program-specific training through Multi-Door, upon initial placement on the program’s roster, must provide several hours of their services without a stipend (*pro bono*). The exact amount of unpaid service varies by

program. After *pro bono* service is completed, Multi-Door's mediators can begin receiving a stipend payment for their services.

Continuing Education Requirement

Mediators must earn 16 hours of continuing education credit applicable to each program in which they mediate during each two-year term. Credit may be earned through Multi-Door sponsored training or through other providers. Credit for outside training must be approved by Multi-Door through a training credit application submitted to the Training Manager. The full policy is in Attachment T-3.

Evaluations and Reviews

Periodic Evaluations

In addition to performance evaluations during training and mentorship (for new mediators) or observations (for open-enrollment mediators), each mediator will be observed at least once every two years by senior Multi-Door staff or a senior Multi-Door mediator acting as a "peer reviewer." Oral and written feedback is provided following an observed mediation. The process is designed to give mediators an opportunity to reflect on their mediation style, technique, and strategy.

Participant Survey

Participant Surveys are used in each of the ADR programs on an ongoing basis. Participant Surveys are designed to give the program and mediator important feedback to track what is done well and what can be improved.

Term Limits

Multi-Door has established two-year terms for all mediators and arbitrators. The two-year terms allow Multi-Door the opportunity to ensure the high quality of its rosters. At its conclusion, the term may be renewed by agreement of both the neutral and Multi-Door. The concept has several purposes and is standard among other national ADR programs.

For **existing mediators** who were on the roster when two-year terms were instituted, the term end date has been determined by program staff; mediators in this category have been notified by email as to their term end dates. Mediators who serve in more than one program may have term end dates that vary between programs.

For **new mediators** trained at Multi-Door, the two-year term will begin at the completion of their probationary year.

For **open-enrollment mediators**, the two-year term begins after acceptance into one of the Multi-Door programs.

When a mediator's term nears conclusion, Multi-Door staff will initiate the collection and review of a full range of information that helps them evaluate each mediator's activity within a program. Elements reviewed include number of cases mediated, the mediator's settlement rate, client

survey data, peer reviews, compliance with program policies, and completion of the required continuing education credits.

After the review process is complete, the Program Officer will make a recommendation to the Branch Chief regarding the mediator's renewal for another two-year term. Both the Branch Chief and the Division Director also must sign off on the renewal recommendation.

Disciplinary Action

A mediator may be suspended or removed from the roster for substandard performance, breach of ethical standards for mediators, persistent failure to carry out the duties of a mediator, failure to complete required continuing education credits, or conduct prejudicial to the proper administration of justice.

Mediators who do not meet performance expectations may be required to take additional training, be re-evaluated, or co-mediate with an experienced mediator for a designated period of time. Mediators who continually fail to meet performance expectations will not be assigned cases by the Multi-Door Division. Mediators will be provided notice of removal and will have an opportunity to be heard.

Appeal Process

A letter indicating removal from the roster shall state the grounds for such removal and make reference to the right of the mediator to request reconsideration or an opportunity to be heard by making a written request to the Director of the Multi-Door Division within 30 days of receiving notice of removal.

COURT EMERGENCIES

Multi-Door's location in the capitol of the United States compels us to closely consider appropriate procedures should an emergency arise. The DC Courts have devised procedures to keep employees, mediators, and the public safe in a variety of compromised circumstances. If there is an emergency in or around the court while you are not in the building and you have a mediation scheduled, please check with local radio stations or the court website for the court's operating status. The Multi-Door Division is on a lower priority than some other divisions of the court. If there is any level of danger, it is unlikely that Multi-Door will be operating. You may also call your case manager if you have any question. If you are in doubt and unable to reach program staff, you are advised to stay at home. For emergencies while you are in a court building, follow instructions from the Court Security Officers (CSOs), court staff, and announcements via the intercom or public announcement systems. Three primary response procedures are listed below. Please read them all carefully.

Evacuation

All mediators should instruct parties to follow them to the nearest exit and go to the corner of Indiana Avenue and 4th Street NW. All Multi-Door personnel will gather at that location in the event of an evacuation.

Lockdown

In the event of an active shooter, or similar situation, please follow the instructions of staff, the Court Security Officers (CSOs), and announcements via the intercom or public announcement systems. If lockdown is called, mediators should remain in their current location and lock the door(s) if possible. If in a public corridor, move into a hallway, office or mediation room as quickly as you can. Remember to always follow the instructions of CSOs, emergency responders, and staff.

If there is an active shooter, mediators should follow "Run, Hide, Fight." Run—evacuate the premises if there is a clear escape path. Hide—remain in your location, lock and barricade the doors, close blinds, silence cell phones, and stay out of sight of the shooter. Fight—only as a last resort, and when your life is in immediate danger, attempt to disrupt or incapacitate the shooter by yelling, throwing objects at him/her, and acting as aggressively as possible against the shooter. Mediators are welcome to attend one of the Court's many Active Shooter trainings, which provide more detail about how to best respond in such a situation.

Shelter-in-Place

Shelter-in-place is the practice of remaining inside a building or facility for protection from outside contaminants. The public address system, telephone intercom system and bullhorns will be used to inform staff and the general public when shelter-in-place procedures are necessary. **Do not activate the fire alarm system.** Mediators and parties should **exit the mediation room and** follow the directions of the Emergency Team Floor Monitors. Emergency Team Floor Monitors will lead the public to predetermined shelter-in-place locations.

Once everyone is safely in a shelter-in-place location, all doors should be shut and remain so until a notification that it is safe to leave is issued.

After Hours and Weekend Procedures

The decision to evacuate court buildings after hours or during the weekends is made by the U.S. Marshal or his/her designee. The fire alarm will be sounded whether the evacuation is due to a fire or not. The fire alarm, public address system, telephone paging system, and bull horns will be used to inform judicial officers, court staff, building tenants and the general public of the evacuation.

Please leave the building quickly, quietly and in an organized manner. Please use handrails and follow all instructions given by emergency personnel. **Elevators will not be used in the case of emergencies.** Court staff will close doors as rooms have been completely emptied.

As in the case of an evacuation during business hours, all persons should proceed to the corner of Indiana Avenue and 4th Street NW.

When the emergency is over, a Court Security Officer will inform people that it is safe to return to the building or that it is not safe and people should not return to the building.

Emergency Call List

Building C Command Center	Court Security	508-1783
Building B Command Center	Court Security	508-1616
Moultrie Command Center	Court Security	879-1002

CIVIL ADR BRANCH

COMMON POLICIES FOR ALL CIVIL BRANCH PROGRAMS¹

Confidentiality

Confidentiality is an extremely important element in the mediation process. Every mediation session that occurs at Multi-Door must include a discussion on confidentiality and all participants and observers must sign the Agreement to Mediate (provided as Attachment C-1), in which the mediator and parties commit to hold confidential the content of the mediation discussions. Mediators may discuss the case, as needed, with program staff but may not reveal information disclosed in mediation to the assigned judge or any other person not a party to the mediation, as outlined in the Mediator's Code of Ethics (provided as Attachment MD-1).

Conflict of Interest and Disclosure

A mediator shall disclose to all parties participating in the dispute resolution process all actual or potential conflicts of interest, including circumstances that could give rise to an appearance of conflict. A mediator shall not serve in a dispute resolution process after s/he knows of such a conflict, unless the parties, after being informed of the actual or potential conflict, give their consent, and the mediator has determined that the conflict is not so significant as to cast doubt on the integrity of the dispute resolution process and/or the mediator.

As early as possible, and throughout the dispute resolution process, the mediator shall disclose to all process participants all actual or potential conflicts of interest, including but not limited to the following:

- any known current or past personal or professional relationship with any of the parties or their attorneys;
- any financial interest, direct or indirect, in the subject matter of the dispute or a financial relationship (such as a business association or other financial relationship) with the parties, their attorneys, or immediate family member of any party or their attorney, to the dispute resolution proceeding; and
- any other circumstance that could create an appearance of conflict of interest.

Where the mediator determines that the conflict is so significant as to cast doubt on the integrity of the dispute resolution process and/or the mediator, s/he shall withdraw from the process, even if the parties express no objection to the mediator continuing to provide services.

Where the mediator determines that the conflict is not significant, the mediator shall ask the parties whether they wish the mediator to proceed. The mediator shall obtain consent from all parties before proceeding.

¹ These standards apply equally to arbitrators and mediators in Civil Arbitration, Civil Mediation, Landlord and Tenant Mediation, Probate Mediation, Small Claims Mediation and Tax Mediation.

A mediator must avoid even the appearance of a conflict of interest both during and after the provision of services.

A mediator shall not use the dispute resolution process to solicit, encourage or otherwise procure future service arrangements with any party.

A mediator may not subsequently act on behalf of any party to the dispute resolution process, nor represent one such party, nor represent one such party against the other, in any matter unrelated to the subject of the dispute resolution process for a period of one year, unless the parties to the process consent to such an action or representation.

A mediator shall avoid conflicts of interest in recommending the service of other professionals.

Over time, mediators become familiar with lawyers or others who are frequent participants in mediation, or are familiar with them as part of their law practice. Although these sorts of relationships often do not create a conflict of interest, mediators should be aware that expressing familiarity toward an individual participating in the mediation may raise concern for others involved and should be avoided or explained to allay concerns.

Mediators who are attorneys also may be governed by the professional and ethical rules of the jurisdiction(s) in which they are members of the bar. The District of Columbia rules include specific provisions regarding conflicts-of-interest as a mediator and the responsibility to screen for conflicts at the earliest opportunity.

THE CIVIL MEDIATION PROGRAM

Referral of Cases to Mediation

The majority of civil cases are referred to mediation as part of the standardized Scheduling Order issued in the case at the Initial Scheduling Conference. The schedule is based on the assumption that mediation generally should occur after discovery has been completed and the calendar judge has decided motions, especially dispositive motions. Rarely, judges may make exceptions on a case-by-case basis.

The Scheduling Order specifies the 30-day window in which the mediation may occur. Approximately 60 days before the 30-day window for mediation, the Civil Division's Quality Review Branch sets a mediation date. When mediation has been scheduled, a notice of the mediation event date and time is printed and mailed to the attorneys or *pro se* parties. That notice also reminds the participants that they must file a Confidential Settlement Statement (CSS) with Multi-Door at least 30 days before the mediation date. When the mediation is scheduled, the case appears on the civil mediation calendar and becomes eligible for assignment to a civil mediator.

Mediation Assignments

Civil ADR Case Managers oversee mediator assignment to cases scheduled for civil mediation. Sessions are scheduled on Tuesday, Wednesday and Thursday mornings, commencing at either 9:00 am or 11:00 am. Normally, a case is allotted two hours for mediation. Medical malpractice cases are scheduled on those days as well, but begin at 11:00 am and are allotted four hours for mediation. Mediators are expected to block two hours per case (or four hours for medical malpractice cases) assigned to them. If additional time is needed, mediators may stay past the allotted time or continue the mediation to another date with approval from the case manager.

Each case manager typically manages the caseload for the same day each week (i.e., all cases scheduled to mediate on Tuesdays are managed by the same case manager). Mediators are generally assigned to cases 30 days in advance, assuming that parties have submitted their CSSs. Occasionally, the late arrival of a CSS will prevent the case manager from being able to schedule a mediation session 30 days in advance. To the extent they are able, case managers attempt to match mediators to cases that correspond with their legal background. Case managers begin the assignment work by reviewing the list of mediators who have notified the program that they are available to mediate on that date. Other factors may also be taken into consideration, such as the preferences of mediators and any known conflicts of interest. When an appropriate match has been found, the case manager will re-confirm that mediator's availability and forward CSSs to him/her before the mediation date.

Confidential Settlement Statements

Counsel and *pro se* parties in civil cases are required to send Multi-Door a completed Confidential Settlement Statement (CSS) at least 30 days before mediation. The statement asks parties a series of questions designed to help the mediator understand the case and settlement discussions to date. The statement is confidential and is seen only by Multi-Door staff and the mediator.

The CSS may be delivered to Multi-Door in person, by regular mail, or to the designated e-mail address at civilcss@dcsc.gov. CSSs are not accepted by fax, except in special situations and as approved by staff. When the CSS is submitted and processed by the receptionist, the case manager will forward it to the mediator. If a party in a case submits a CSS directly to the mediator, the mediator should forward a copy to the case manager.

Location and Logistics of Mediation Sessions

All civil mediations are scheduled to take place at the Multi-Door Mediation Center at 410 E St. NW, 1st floor. Follow-up sessions may be held at alternate locations, by arrangement between the mediator and parties, with notice to the Multi-Door case manager.

Attendance at Mediation

Civil mediators are expected to arrive no later than the scheduled start time for their mediation and are expected to stay for the duration of the mediation. Mediation notices instruct the recipients that check-in time is 15 minutes prior to the start of the session, but parties and counsel enjoy an unofficial 30-minute waiting period before they are considered absent from the mediation. Parties, counsel and the mediator may agree to wait more than 30 minutes for an absent party to arrive but are not required to do so.

Only the calendar judge has the authority to excuse named parties from attendance at a mediation session. Requests to excuse a party from attendance, or to approve participation by telephone, must be made by a motion. Attorneys may not be excused from attendance at mediation, except in the case of multiple attorneys from the same firm, all of whom represent a single party or entity. Attorneys appearing on behalf of a party for the first time are required to formally enter their appearance, by way of a *praecipe*, before participating in mediation on that party's behalf.

Attorneys and unexcused parties will be the subject of a recommended Show Cause Order or a Dismissal/Default Order, forwarded to the assigned calendar judge, for failure to attend a court-ordered mediation, unless there was some defect in the notification system that caused the person to be unaware of the mediation date and time.

Emergency Cancellations

In the event of an emergency that causes the court to close or delay opening, mediators and the public are generally notified by way of an announcement on local television and radio stations. Such information is also available at the court's general information number at 202-879-1010 and on the court's external website at www.dccourts.gov.

Conditions that apply specifically to the Civil Mediation Program can be accessed by calling the main program number at 202-879-1549. The most common of these special conditions is the cancellation of cases scheduled at 9:00 am in the event that the court opens 2 or more hours late due to a weather-related emergency. In these circumstances, the cases scheduled at 11:00 am are expected to occur as scheduled. Mediators scheduled for 9:00 am cases *only* should not report to court.

Opening and Closing the Mediation

Mediators are expected to begin each mediation session by introducing themselves, confirming the identity of each participant and explaining the mediation process. This includes an explanation of the Agreement to Mediate Form (included as Attachment C-1) which all participants must sign prior to mediating.

If the parties reach a settlement, the mediator is expected to assist in agreement writing. If the parties are not Pro Se and the attorneys prepare the agreement, the mediator should still review it and ensure that parties understand the terms.

The mediator should always send the parties to the front desk to check out with the case manager before leaving mediation to ensure that have a next event scheduled or they have their agreement stamped.

Filing the Reporting Form

At the close of every mediation session, or upon determining that a mediation session will not occur, the mediator is required to complete the Civil Mediation Reporting Form and Invoice (included as Attachment C-2). Complete and accurate information is necessary for appropriate reporting to the court as well as for appropriate stipend payments. Mediators are asked to complete and review the form before turning it in to program staff to be sure that all pertinent information has been provided.

Mediator Responsibilities: Pre and Post Mediation

Multi-Door staff manages much of the work involved in scheduling and preparing cases for mediation, but mediators in the Civil Mediation Program are expected to contact each attorney or *pro se* party a week prior to the mediation to learn the status of settlement discussions and any barriers that may prevent a fruitful mediation. If barriers exist, the mediator should notify the appropriate case manager so that steps can be taken, when possible, to remedy those problems.

In the event that a mediator is unable to mediate after being assigned a case, s/he should notify the case manager as soon as possible so that a substitute mediator can be arranged. Mediators who repeatedly cancel at the last minute (less than two days in advance) may be removed from the mediator roster until their schedules allow them to be reliable more consistently.

At the end of the session, if the parties and mediator conclude that additional meetings would be helpful, the mediator is encouraged to schedule a follow-up mediation session. If a date and time are chosen at that point, mediators should notify the appropriate case manager, who will enter that event in the court's case management system. Follow-up mediations may be held at a site other than the Multi-Door Mediation Center by agreement of the participants. The mediator must submit a separate reporting form for each follow-up mediation session held.

Payment

Civil mediators are paid a stipend for each case mediated in the program. They are also paid a no-show stipend for cases that do not go forward. Parties are considered "no-shows" if they are more than 30 minutes late. If the mediator and present parties agree, they may choose to wait longer than 30 minutes for the remaining party to arrive. If the mediator receives a replacement

case after 30 minutes, they will receive only a regular stipend for the mediated case. Mediators who are notified of a cancelation prior to arriving at the court are not granted a no-show stipend.

Mediators who serve as peer reviewers are paid \$25 above the base stipend rate for mediations conducted in the program. (See more on peer review, below.)

The “Civil Mediation Reporting Form and Invoice” is Attachment C-2 in the back of this handbook. You also will find specific program rates in Attachment T-2, “Compensation Rates by Program.” If your attachment does not have a recent date, please consult with your program staff directly to be sure you are referencing an accurate rate.

Supervision

Civil mediators, like all Multi-Door mediators, work under the supervision of Multi-Door staff. Civil mediators report to the case managers with respect to issues regarding general case assignment and preparation. Mediators should contact the appropriate case manager with questions about specific cases they have been assigned to mediate.

The Civil ADR Program Manager oversees the operation of all programs within the Multi-Door Civil Branch and participates in supervising mediators and program operations. Mediators should contact the Program Manager with questions that do not apply to a specific case or when they are unable to reach the case manager for that case. Mediators should feel free to contact the Branch Chief if they are unable to contact the Program Manager.

LANDLORD AND TENANT MEDIATION *Jury Demand Cases*

Referral of Cases to Mediation

When any party in a Landlord and Tenant requests a jury trial, the case is certified to the Civil Branch of the Civil Division and the case must follow the civil rules and procedures regarding mediation. Therefore, during the initial scheduling conference, the case is set on an L & T “Fast Track” scheduling order and the mediation is scheduled automatically.

When the mediation has been scheduled, a printed notice of the event date and time is mailed to the attorneys and/or pro se parties. That notice also provides instruction on submitting the Confidential Settlement Statement to the Multi-Door Division; submission of the CSS is required at least 30 days prior to the mediation date. When the mediation is scheduled, it appears on the Landlord and Tenant Mediation calendar and is eligible to be assigned to a Landlord and Tenant Mediator.

Mediation Assignments

The Landlord and Tenant Case Manager supervises the assignment of mediators for Landlord and Tenant Jury Demand cases. Mediation sessions may occur Monday through Friday at 1:30 pm, and no more than two mediations are scheduled per day. Each case is allotted two hours to mediate; however, mediators are free to extend the time allotted depending on the progress of the mediation.

The Case Manager assigns mediators to the Landlord and Tenant calendar 30 days prior to the beginning of the month. The manager assigns mediators according to their experience, expertise and availability, unless a specific mediator is requested by an attorney prior to the mediation date. In such cases, the manager will attempt to assign the desired mediator.

Confidential Settlement Statements

Counsel and *pro se* parties in landlord and tenant cases are required to send Multi-Door a completed Confidential Settlement Statement (CSS) at least 30 days before mediation. The statement asks parties a series of questions designed to help the mediator understand the case and settlement discussions to date. The statement is confidential and is seen only by Multi-Door staff and the mediator.

The CSS may be delivered to Multi-Door in person or by regular mail. CSSs are not accepted by fax, except in special situations as approved by staff. When received by Multi-Door, the Landlord and Tenant Program Manager files the CSS with the mediation notice for that case and begins the process of mediator assignment for the case.

Location of Sessions and Logistics

All Landlord and Tenant Jury Demand mediations are scheduled to take place at the Multi-Door Mediation Center, 410 E Street NW, 2nd Floor. Follow-up sessions may be held at alternate locations, by arrangement between the mediator and parties, with notice to the Multi-Door Program Manager.

Attendance at Sessions

Landlord and Tenant Jury Demand Mediators are expected to arrive no later than the scheduled start time for their mediation and are expected to stay for the duration of the mediation.

Mediation notices instruct the recipients that check-in time is 15 minutes prior to the start of the session, but parties and counsel have an unofficial 30-minute waiting period before they are considered absent for the mediation. Parties, counsel and the mediator may agree to wait more than the 30 minutes for an absent party to arrive but are not required to do so.

The calendar judge is the only person who can excuse parties from attending a mediation session. In most cases, a motion to excuse a party must be filed prior to the day of mediation, except in unusual circumstances. Attorneys may not be excused from attendance at mediation, except in the case of multiple attorneys from the same firm, all of whom represent a single party or entity. Attorneys appearing on behalf of a party for the first time are required to formally enter their appearance, by way of a *praecipe*, before participating in mediation on that party's behalf.

Attorneys and unexcused parties will be the subject of a recommended Show Cause Order or Dismissal/Default Order, forwarded to the assigned calendar judge, for failure to attend a court-ordered mediation, unless there was some defect in the notification system that caused the person to be unaware of the mediation date and time.

Emergency Cancellations

In the event of an emergency that causes the court to close or delay opening, mediators and the public are generally notified by way of an announcement on local television and radio stations. Such information is also available at the court's general information number at 202-879-1010 and on the court's external website at www.dccourts.gov.

Conditions that apply specifically to the Landlord and Tenant Mediation Program can be accessed by calling the Program Manager at 202-879-0678.

Opening and Closing the Session

The role of the mediator is to assist parties in a dispute to communicate their positions and to explore possible solutions or settlements. This includes an explanation of the Agreement to Mediate Form (included as Attachment C-1) which all participants must sign prior to mediation.

The mediator's role is to assist parties in communicating their positions on issues and to explore possible solutions or settlements. The mediator does not give a formal evaluation but rather prompts the parties to assess their relative interests and to evaluate their case by the exchange of information, ideas and alternatives for settlement.

If the parties reach a settlement, the mediator is expected to assist in agreement writing. If the parties are not Pro Se and the attorneys prepare the agreement, the mediator should still review it and ensure that parties understand the terms.

The mediator should always send the parties to the front desk to check out with the case manager before leaving mediation to ensure that have a next event scheduled or they have their agreement stamped.

Filing Forms

The mediator will submit the forms below to the Program Manager, upon completion of the mediation:

- 1) A completed and signed Landlord and Tenant Mediation Reporting Form and Invoice (see Attachment LT-1)
- 2) A copy of the Agreement to Mediate (Attachment C-1)
- 3) Client Survey Forms, and
- 4) A copy of the settlement *praecipe*, if settled.

The Mediation Process

The Case Manager performs much of the work involved in scheduling and preparing cases for mediation, however mediators in the Landlord and Tenant Jury Demand Mediation Program are expected to contact each attorney or *pro se* party, a week before the mediation, to learn the status of settlement discussions and any barriers that may prevent a fruitful mediation. If barriers exist, the mediator should notify the manager so that steps can be taken, when possible, to remedy those problems.

In the event that a mediator is unable to mediate after being assigned a case, s/he must notify the Case Manager or Program Manager as soon as possible so that a substitute mediator can be arranged.

At the end of the session, if the parties and mediator conclude that additional meetings would be helpful, the mediator is encouraged to schedule a follow-up mediation session. The Program Manager will schedule an event in the court's case management system.

Payment

Landlord and Tenant mediators are paid a stipend for each case mediated. They are also paid a no-show stipend for cases that do not go forward. Parties are considered "no-shows" if they are more than 30 minutes late. If the mediator and present parties agree, they may choose to wait longer than 30 minutes for the remaining party to arrive. Mediators who are notified of a cancellation prior to arriving at the court are not granted a no-show stipend.

Mediators who serve as peer reviewers are paid \$25 above the base stipend rate for mediations conducted in the program. (See more on peer review, below.)

You will find specific program rates in Attachment T-2, "Compensation Rates by Program." If your attachment does not have a recent date, please consult with your program staff directly to be sure you are referencing an accurate rate.

Supervision

Landlord and Tenant mediators, like all Multi-Door mediators, work under the supervision of Multi-Door staff. Landlord and Tenant Mediators report to the Case Manager with respect to issues regarding scheduling, procedures, in-service trainings and any other relevant matters as they arise.

The Civil ADR Program Manager oversees the operation of all programs within the Multi-Door Civil Branch, and participates in supervising mediators and program operations. Mediators are free to contact the Program Manager with questions and concerns about program policy and operations. Mediators should feel free to contact the Branch Chief any time they are unable to reach the Program Manager.

LANDLORD AND TENANT MEDIATION *Same Day Cases*

Referral of Cases to Mediation

The Landlord and Tenant Branch does not require parties to participate in mediation. However, during the judge's opening statement, all parties who appear in Landlord and Tenant Court for an initial hearing or trial are offered an opportunity to mediate with a trained mediator who is on standby in the courtroom.

Mediation Assignments

Mediators are asked to schedule themselves for Landlord and Tenant mediations on a calendar located in the Landlord and Tenant mediation room. There are two time slots each weekday; the first is from 9:30 am to 1:30 pm, and the second is from 11:00 am to 3:00 pm except for Mondays. All mediators that sign up on Mondays must report to the Housing Conditions Calendar courtroom from 9:30 am to 11:30 am. Once the Housing Conditions shift has ended, the mediator should report to the Landlord and Tenant Courtroom to complete their tour of duty. All mediators are allowed to sign up for mediation on a quarterly basis.

Mediators are allowed to sign up for no more than two days a month, prior to the third Monday of the preceding month. On the third Monday of the month, the calendar is opened to anyone who would like to schedule themselves for additional unfilled slots in the next month.

If a mediator is unavailable on a specific day on which s/he is scheduled to mediate, that mediator should send an e-mail to the other program mediators, requesting coverage. In most cases, another mediator will volunteer to cover the slot. If no one responds to the email requesting coverage, the mediator should contact the Program Manager as soon as possible so arrangements can be made.

The mediator should contact the Landlord and Tenant Program Manager to assist in arranging coverage when there is an emergency.

Location of Sessions and Logistics

All Landlord and Tenant mediations are scheduled to take place in the Landlord and Tenant Mediation Room located at 510 4th Street NW, Room 113. Follow-up sessions may be held at alternate locations, by arrangement between the mediator and parties, with notice to the Multi-Door Program Manager.

Attendance at Mediation

Mediators scheduled for the 9:30 am slot should arrive at the Landlord and Tenant Court by 9:30 am, sitting in the front of the courtroom while the judge gives the opening statement. He/she will ask the mediator to stand and be introduced to the court when s/he is explaining the availability of mediation.

The mediator scheduled for the 11:00 am slot should arrive no later than 11:00 am and look for the 9:30 am mediator first, to learn the current status of cases. If the 9:30 am mediator is

mediating a case, the mediator should look for the sign-in sheet and, if there appear to be cases waiting for mediation, call for the parties whose names appear and discuss whether their case is appropriate and ready for mediation.

All mediators who sign up to cover the 9:30 am time slot on a Monday (or Tuesday if a holiday falls on the Monday) must report to the Housing Conditions Calendar courtroom by 9:30 am, and the mediator scheduled to cover the second shift should report to the Landlord & Tenant courtroom no later than 10:00 am.

Emergency Cancellations

In the event of an emergency that causes the court to close or delay opening, mediators and the public are generally notified by way of an announcement on local television and radio stations. Such information is also available at the court's general information number, 202-879-1010, and on the court's external website at www.dccourts.gov.

Conditions that apply specifically to the Landlord and Tenant Mediation Program can be accessed by calling the main program number at 202-879-0678. The most common of these special conditions is the late opening of the court due to a weather-related emergency. In these circumstances, mediators should report at the court for the later of the court opening time or the beginning of the assigned shift.

Opening the Mediation

Mediators are expected to begin each mediation session by introducing themselves, confirming the identity of each participant and explaining the mediation process. This includes an explanation of the Agreement to Mediate Form (included as Attachment C-1) which all participants must sign prior to mediating.

In mediation, the mediator facilitates the discussion between parties to explore positions and interests and explore possible options for settlement. The mediator does not give a formal evaluation, but rather prompts the parties to assess their relative interests and evaluate their case through the exchange of information, ideas and alternatives for settlement.

Filing Forms

The mediator will submit the forms below to the Program Manager, upon completion of the mediation:

- 1) A completed and signed Landlord and Tenant Mediation Reporting Form and Invoice (included as Attachment LT-1)
- 2) A copy of the Agreement to Mediate (included as Attachment C-1)
- 3) Client Survey Forms, and
- 4) A copy of the settlement *praecipe*, if settled.

Same Day Mediation Process

During the roll call, the mediator may also listen for opportunities to expedite the mediation process. For example, a mediator might write down the names of cases scheduled that day, names of attorneys assigned for trials and/or *pro se* litigants scheduled for trial. If no parties or attorneys approach the mediator immediately following roll call, the mediator may locate and speak with the parties or attorneys whose names they have noted, to discuss whether their case is appropriate for mediation. If the mediator is not familiar with the attorney's name, s/he may ask the courtroom clerk if there are any *pro se* parties who would like to mediate.

After the Landlord and Tenant roll call is completed, parties may request mediation or ask questions about their cases. If one of the parties would like to sign up for mediation, the mediator should explain to the requesting party that both parties must agree to mediation and sign the sign-in sheet in order for mediation to proceed. The mediator may politely approach the other party and offer his/her services as a mediator. If an attorney represents the landlord, explain to the tenant that it may be best to speak with the attorney first about working out an agreement to settle, but let the tenant know that mediation remains available afterward, if all parties and counsel agree to mediate.

If parties have legal questions regarding their case, the mediator should refer them to the Resource Center or the Law Students in Court Program for assistance. Mediators must remember to mark the sign-in sheet to note where the parties have gone if they want to mediate but elect to speak with someone first. Once the mediator has determined that the parties are going forward with mediation, s/he should obtain the case file from the Courtroom Clerk or Interview and Judgment Clerk, return the sign-in sheet to the podium in the front of the courtroom, introduce him/herself to the parties again and escort them to the designated mediation room.

If the parties and mediator conclude, at the end of the initial session, that an additional meeting would be helpful, the mediator is encouraged to schedule a continued mediation session by using a *praecipe* to write a request to continue mediation to a specified date and time and submit it to the Courtroom Clerk so the event can be scheduled in the court's case management system. The mediator must submit a separate reporting form for each follow-up mediation session held.

Payment

Landlord and Tenant mediators are paid a stipend for each case mediated. If however, a mediator finds him/herself on standby for a period of at least two hours, a stipend will be granted. If a mediator finds him/herself on standby for a full four-hour time slot, two stipends at the no-show rate will be granted. No standby stipend will be paid to a mediator who has mediated at least two cases over the course of his/her four-hour time slot.

Mediators who serve as peer reviewers are paid \$25 above the program's base stipend rate for each case in which they conduct a peer review. (See more on peer review, below.)

You will find specific program rates in Attachment T-2, "Compensation Rates by Program." If your attachment does not have a recent date, please consult with your program staff directly to be sure you are referencing an accurate rate.

Supervision

Landlord and Tenant mediators, like all Multi-Door mediators, work under the supervision of Multi-Door staff. Landlord and Tenant mediators report to the Program Manager with respect to issues regarding scheduling, procedures, in-service trainings and any other relevant matters as they arise.

THE PROBATE MEDIATION PROGRAM

Referral of Cases to Mediation

Probate litigation cases are referred to mediation at the initial scheduling conference as part of the standardized scheduling order in cases involving will contests, estate claims proceedings, and fee disputes. Intervention proceedings (Older Adults and People with Disabilities Calendar) are referred to mediation by the calendar judge during hearings, by the Probate Guardian Assistance Program staff, or by the petitioners by filing a post-appointment form through the Probate clerk's office.

Probate mediations usually are scheduled by the courtroom clerk during the initial scheduling conference, although the judge or parties may request referrals at other points during the life of the case. When mediation has been scheduled, an order of the event date and time and a copy of the Probate Mediation Procedures are mailed to the attorneys and/or *pro se* parties. For intervention cases, the parties are sent a Mediation Overview, Pre-Mediation Questionnaire, and Resource Page, in addition to the order. When the mediation date is set, the case appears on the probate mediation schedule and the case becomes eligible for assignment to a probate mediator.

Mediation Assignments

The Probate Case Manager supervises the assignment of mediators to Probate Litigation (LIT) cases, which may occur any Monday through Friday afternoon beginning at 1:30 pm. Probate Intervention cases are scheduled on Thursdays at two time slots—9:00 am and 1:30 pm. Each case is allotted two hours to mediate, although the actual length may vary depending on the progress of the mediation. The mediator is expected to stay for the duration of the mediation.

The Case Manager or Program Manager assigns mediators to both probate calendars at least 30 days prior to the mediation date. The managers assign mediators according to their experience, expertise, and availability. If a specific mediator is requested by an attorney, the manager will attempt to assign that mediator based on availability.

Pre-Trial Statement and Confidential Pre-Mediation Questionnaire

Counsel and *pro se* parties in probate litigation cases are required to submit a pre-trial statement two weeks prior to the date of mediation. The statement solicits information about the parties as well as other information designed to help the mediator understand the case. The statement is filed with the Probate Division and docketed for processing.

Counsel and *pro se* parties in probate intervention proceedings (Older Adults and People with Disabilities Calendar) are required to submit a Pre-Mediation Questionnaire at least two weeks prior to the mediation session. The questionnaire is confidential and is seen only by Multi-Door staff and the mediator.

The questionnaires may be delivered to Multi-Door in person or by regular mail. They are not accepted by fax except in special situations, as approved by staff.

Location of Sessions and Logistics

All probate mediations are scheduled to take place at the Multi-Door Mediation Center located at 410 E Street NW, 2nd Floor. Follow-up sessions may be held at alternate locations, by arrangement between the mediator and parties, with notice to the Case Manager or Program Manager.

Attendance at Sessions

Probate mediators are expected to arrive no later than the scheduled start time for their mediation. Parties and counsel have an unofficial 30-minute grace period before they are considered absent for mediation. Parties, counsel and the mediator may agree to wait more than the 30 minutes for an absent party to arrive, but are not required to do so.

Only the calendar judge can excuse parties from attending a mediation session. A motion to excuse a party must be filed five days prior to the day of mediation, except in unusual circumstances. Attorneys may not be excused from attendance at mediation except in the case of multiple attorneys from the same firm, all of whom represent a single party or entity. An attorney appearing on behalf of a party for the first time is required to formally enter his or her appearance, by way of a *praecipe*, before participating in mediation on that party's behalf.

Attorneys and unexcused parties will be the subject of a recommended Show Cause Order or Dismissal/Default Order, forwarded to the assigned calendar judge, for failure to attend a court-ordered mediation. Exceptions are made if there was some defect in the notification system that caused the person to be unaware of the mediation date and time.

Emergency Cancellations

In the event of an emergency that causes the court to close or delay opening, mediators and the public are generally notified by way of an announcement on local television and radio stations. Such information is also available at the court's general information number at 202-879-1010 and on the court's external website at www.dccourts.gov. Questions concerning conditions that apply specifically to the Probate Mediation Program can be addressed to the Probate Mediation Program Officer at 202-879-0678.

Opening the Session

Mediators are expected to begin each mediation session by introducing themselves, confirming the identity of each participant and explaining the mediation process. This includes an explanation of the Agreement to Mediate Form (included as Attachment C-1) which all participants must sign prior to mediating.

The mediator's role is to assist parties to communicate their positions on issues and to explore possible solutions or settlements. The mediator does not give a formal evaluation, but rather prompts the parties to assess their relative interests and to evaluate their case through the exchange of information, ideas and alternatives for settlement between the parties.

Filing Forms

The mediator will submit the forms below to the Program Manager, upon completion of the mediation;

- 1) A copy of the Agreement to Mediate (included as Attachment C-1)
- 2) A completed and signed Probate Mediation Reporting Form and Invoice (included as Attachment P-1)
- 3) Client Survey Forms, and
- 4) A copy of the settlement *praecipe*, if settled.

The Probate Mediation Process

The Probate Mediation Case Manager or Program Manager performs much of the work involved in scheduling and preparing cases for mediation, but mediators in the Probate Mediation Program are expected to contact each attorney and/or *pro se* party a week before the mediation to learn the status of settlement discussions and any barriers that may prevent a fruitful mediation. If barriers exist, the mediator should notify the case manager so that steps can be taken, when possible, to remedy those problems.

If the parties and mediator conclude, at the end of the initial session, that one or more additional meetings would be helpful, the mediator is encouraged to schedule a follow-up mediation session. If a date and time are chosen at that point, the Case Manager or Program Manager should be notified so that event can be scheduled in the court's case management system. Follow-up mediations may be held at a site other than the Multi-Door Mediation Center, by agreement of the participants. The mediator must submit a separate reporting form for each follow-up mediation session held.

Payment

Probate mediators are paid a stipend for each case mediated in the program. They are also paid a no-show stipend for cases that do not go forward, if they traveled to the courthouse for mediation before learning of a cancellation

Mediators who serve as peer reviewers are paid \$25 in addition to the base stipend rate for each case in which they conduct a peer review. (See more on peer review below.)

Specific program stipend rates are listed in Attachment T-2, "Compensation Rates by Program." If your attachment does not have a recent date, please consult with your program staff directly to be sure you are referencing an accurate rate.

Supervision

Probate mediators, like all Multi-Door mediators, work under the supervision of Multi-Door staff. Probate mediators report to the Probate Mediation Case Manager or Program Manager with respect to issues regarding general case assignment and preparation. Mediators should contact the assigned Case Manager or Program Manager regarding questions or concerns about specific cases they have been assigned to mediate. Mediator may also contact the Branch Chief if they are unable to contact one of the managers.

THE SMALL CLAIMS MEDIATION PROGRAM

Referral of Cases to Mediation

All parties scheduled for Small Claims Court are listed on the daily docket posted outside the courtroom door. The Magistrate Judge takes the bench at 9:00 am and gives an overview of the court process to the parties present. During his/her speech, the judge emphasizes the value of mediation and explains that cases will be referred to mediation before trial.

Following the judge's opening remarks, the courtroom clerk calls the roll to determine who is present. The first roll call identifies parties to be sent to mediation. When both parties are present for trial and have not previously mediated their case, the clerk sends the parties to Suite 123 for mediation. The program officer provides the mediator with a copy of the plaintiff's Statement of Claim and the counterclaim, if one has been filed, or asks parties if they would share their copy/ies with the mediator.

Mediation Assignments

Mediators are generally assigned to cases and rooms in the order in which they arrive and sign in. Once inside Suite 123, mediators should proceed to Room 11 where they will find a sign-in sheet. Exceptions to the order of room assignment may include instances in which a particular case involves a large number of parties and hence requires a larger room.

Generally, mediators are assigned cases as they become available, in the order in which the mediators arrived and signed in. Cases may be assigned out of the usual order if a peer review is scheduled, observers are present, or an interpreter is required.

Location of Sessions and Logistics

Mediation sessions are held in private rooms located within Suite 123, adjacent to the Small Claims Courtroom in Superior Court Building B. The address of Building B is 510 4th Street, NW. The mediator supervisor ushers the parties and mediator to the room, where the appropriate forms used in mediation, the Agreement to Mediate Form and the Small Claims Mediation Reporting Form and Invoice (included as Attachments C-1 and SC-1), are made available on the table or in folders hanging on the back of the door.

Attendance at Mediation

Small Claims mediators are expected to arrive no later than 9:30 am and should be available until 12:30 pm. Mediators who must leave earlier than 12:30 pm should notify the supervisor in advance. Occasionally, mediators may be asked to stay later than normal if a large number of cases are referred to mediation, if mediations are unusually lengthy, or if cases are referred to mediation late in the day.

Mediators are required to contact the Small Claims Mediation Officer if they are unable to be present for their assigned shift. All Small Claims Mediators are given phone, mobile phone, and email contact information for the Small Claims Mediation Program Officer.

Emergency Cancellations

In the event of an emergency that causes the court to close or delay opening, mediators and the public are generally notified by way of an announcement on local television and radio stations. Mediators must remember that the court does not automatically follow the D.C. government or the federal government in such matters and they must listen for an announcement specific to the D.C. Courts. Such information is also available at the court's general information number at 202-879-1010 and on the court's external website at www.dccourts.gov. Mediators may also contact the Small Claims Program Officer by telephone to learn of a change in the court's status; the voicemail greeting will reflect the latest information if the court has closed.

The most common emergency cancellation is a weather-related emergency which delays the opening of the court. In these special circumstances, mediators should report at the court for the later of the court opening time or the beginning of the assigned shift.

Opening the Mediation

The supervisor escorts the parties and mediator to the assigned room and reads the names of the parties from the Statement of Claim. The Mediation Supervisor then identifies the parties in the room and introduces the mediator. If attorneys are present, they are asked if they have entered their appearance. If not, instructions for doing so are given. Attorneys from the court-based resource centers are allowed to enter an appearance to represent parties for the purpose of mediation only. Other issues may arise regarding the individuals present and their capacity to represent the parties or participate in the mediation. These issues should be addressed before mediation begins.

When a named defendant is a corporation, the person representing the corporation is required to complete an affidavit verifying their authorization to act on behalf of the corporation. That person completes the form; the form is then signed by the courtroom clerk. Corporations as plaintiffs are required to be represented by an attorney.

Mediators are expected to begin each mediation by introducing themselves, confirming the identity of each participant, and explaining the mediation process.

Filing the Reporting Form

At the close of each mediation, or upon determining that a mediation session will not occur, the mediator must complete the Small Claims Mediation Reporting Form and Invoice (Attachment SC-1), also known as the "data sheet." Complete and accurate information is necessary for appropriate reporting to the court, as well as for accurate and timely stipend payments. Mediators are asked to complete, review and sign the form before turning it in to the Small Claims Mediation Program Officer.

The above practices are somewhat altered for cases mediated on the Wednesday collection calendars. Due to the large number of cases handled, mediators are not required to fill out a separate form for each case. Instead the mediator indicates the time of their arrival and departure on the sign-in sheet and makes a notation on the lower right-hand corner of the Agreement to Mediate, indicating the outcome of mediation. Collections mediators are paid a flat rate for a

three-hour work period, with the possibility of an additional stipend for time spent beyond the standard three-hours.

Managing the Case or Caseload

At the close of mediation, each case must choose one of four options: settlement, request for a continuance for trial/arbitration or further mediation, hearing by the Magistrate Judge on a preliminary matter, or trial/judicial arbitration. Parties going before the Magistrate Judge must complete and sign a Consent Form, if not completed previously. The Mediation Supervisor reviews and affixes the court stamp on all agreements and consent continuance requests. These are taken to the Courtroom Clerk, who scans the documents to the court file and returns them to the supervisor for distribution to the parties. The mediator distributes the original to the plaintiff and copies to the defendant(s).

At the end of the session, if the parties and mediator conclude that additional meetings would be helpful, the mediator is encouraged to schedule a follow-up mediation session. When the date and time of the follow-up session are chosen, the Mediation Supervisor should be notified so that the event can be scheduled in the court's case management system. The mediator must submit a separate reporting form for each follow-up mediation session held. If parties wish to return for trial on a subsequent date, mediators should remember that trials should be scheduled on days other than Wednesdays.

After dismissing the parties, the mediator should turn in all completed paperwork to the Mediation Supervisor. If additional cases are awaiting mediation, the supervisor will assign the mediator to another case. When the supervisor is reasonably sure there are no more cases for mediation, mediators will be dismissed.

Payment

The "Reporting Form and Invoice" (Attachment SC-1) documents the mediation and serves as an invoice for the payment of a stipend. This form must be completed and signed by the mediator for each mediation completed. The data sheet should be given to the supervisor at the close of the mediation session. Small claims mediators are compensated per case mediated, except those mediating collection cases handled on Wednesdays, who are paid a flat rate for a three-hour stay with an additional stipend for any additional time spent. On rare occasions, a plaintiff may file against two or more defendants separately for a common dispute. These cases are often mediated together. Two or more cases mediated at the same time will be counted as one, for stipend purposes, if the session lasts an hour or less.

Mediators who are scheduled to mediate but are not assigned a case will be paid a standby stipend for the day. No stipend is paid to mediators who are not scheduled to mediate but report for mediation, if they are not assigned a case. Veteran mediators who conduct peer reviews will receive a stipend \$25 above the base rate for mediations conducted in the program. (See more on peer review below.)

You will find specific program rates in Attachment T-2, "Compensation Rates by Program." If your attachment does not have a recent date, please consult with your program staff directly to be sure you are referencing an accurate rate.

Supervision

Small claims mediators, like all Multi-Door mediators, work under the supervision of Multi-Door staff. Small claims mediators report to the Small Claims Mediation Program Officer, referred to as the Mediation Supervisor. At the conclusion of each mediation, mediators should report the status of the cases and provide all appropriate paperwork to the mediation supervisor. If additional cases are awaiting mediation, the supervisor will assign the mediator to another case.

The Mediation Supervisor oversees the work of the small claims mediators and manages overall operation of the Small Claims Mediation Program. Mediators should contact the supervisor with questions that do not apply to a specific case or with questions about their service with the program in general.

The Civil ADR Branch Chief oversees the operation of all programs within the Multi-Door Civil Branch, and participates in supervising mediators and program operations. Mediators are free to contact the Branch Chief with questions and concerns about program policy and operations, or any time they are unable to reach the Small Claims Program Officer with an urgent question.

THE TAX MEDIATION PROGRAM

Referral of Cases to Mediation

Tax cases are referred to mediation at the initial status hearing for residential and commercial property cases. A mediation date is scheduled at least ninety days from the date of that hearing, and an order of the mediation date and time is mailed to the attorneys and/or *pro se* parties. When the mediation is scheduled, the case appears on the tax mediation calendar managed by Multi-Door, and cases become eligible for assignment to a tax mediator.

Mediation Assignments

The Tax Mediation Case Manager assigns mediators according to their experience, expertise and availability, unless a specific mediator is requested by an attorney prior to the mediation date. The Program Manager assigns mediators to the tax calendar at least 30 days prior to the mediation date. Tax cases are scheduled on two mediation calendars every Wednesday from 9:00 am to 3:15 pm. Eight cases are assigned per calendar, with four sessions in the morning and four in the afternoon. The parties take a lunch break at noon. Each case is allotted 45 minutes to mediate; however, that time frame may vary depending on the progress of the mediation. Typically, a single mediator is assigned to mediate all of the cases scheduled on that Wednesday.

Settlement Statements

Counsel and *pro se* parties in tax cases are required to send two (2) copies of a completed Settlement Offer to Multi-Door, due 60 days before mediation. Petitioners must also email copies of the Settlement Offer Form and supporting documents to the Office of the Attorney General–Tax Assessment Unit. The statement and form asks parties a series of questions designed to help the mediator understand the case and any settlement discussions to date.

The Settlement Offer may be delivered to Multi-Door in person, by regular mail, or e-mail. They are not accepted by fax, except in special situations as approved by staff. When received by Multi-Door, they are forwarded to the Case Manager who files a copy and forwards a copy to the assigned mediator to prepare for mediation in advance.

Location of Sessions and Logistics

All tax mediations are scheduled to take place at the Multi-Door Mediation Center at 410 E Street NW, 2nd Floor. Follow-up sessions may be held at alternate locations by arrangement between the mediator and parties, provided notice is given to the Multi-Door Tax Mediation Program Officer.

Attendance at Sessions

Tax mediators are expected to arrive no later than the scheduled start time for their mediation. Only the calendar judge can excuse parties from attending a mediation session. A motion to excuse a party must be filed prior to the day of mediation, except in unusual circumstances. Attorneys may not be excused from attendance at mediation, except in the case of multiple attorneys from the same firm, all of whom represent a single party or entity. Attorneys appearing on behalf of a party for the first time are required to formally enter their appearance, by way of a *praecipe*, before participating in mediation on that party's behalf.

Attorneys and unexcused parties will be the subject of a recommended Show Cause Order or a Dismissal/Default Order, forwarded to the assigned calendar judge, for failure to attend a court-ordered mediation, unless there was some defect in the notification system that caused the person to be unaware of the mediation date and time.

Emergency Cancellations

In the event of an emergency that causes the court to close or delay opening, mediators and the public are generally notified by way of an announcement on local television and radio stations. Such information is also available at the court's general information number at 202-879-1010 and on the court's external website at www.dccourts.gov.

Conditions that apply specifically to the Tax Mediation Program can be accessed by calling the main program number: 202-879-0678. The most common of these special conditions is the cancellation of cases scheduled at 9:00 am, in the event that the court opens 2 or more hours late due to a weather-related emergency. In these circumstances, mediators should report at the court for the later of the court opening time or the beginning of the assigned shift.

Opening the Mediation

Mediators are expected to begin each mediation session by introducing themselves, confirming the identity of each participant and explaining the mediation process. This includes an explanation of the Agreement to Mediate Form (included as Attachment C-1) which all participants must sign prior to mediating.

The role of the mediator is to assist parties in a dispute to communicate their positions and to explore possible solutions or settlements. The mediator does not give a formal evaluation, but rather prompts the parties to assess their relative positions and interests and to evaluate their own cases by the exchange of information, ideas and alternatives for settlement.

Filing Forms

The mediator will use the forms listed below when filing a completed case;

- 1) A copy of the Agreement to Mediate (Included as Attachment C-1)
- 2) A completed and signed Tax Mediation Reporting Form and Invoice (included as Attachment TX-1)
- 3) Client Survey Forms, and
- 4) A copy of the settlement *praecipe*, if settled.

The Mediation Process

The Tax Mediation Case Manager performs much of the work involved in scheduling and preparing cases for mediation. In the event that a mediator is unable to mediate after being assigned a case, s/he should notify the manager as soon as possible so that an appropriate substitute can be scheduled.

Payment

Tax mediators are paid a stipend for each case mediated in the program. They are also paid a stand-by fee for scheduled cases that do not go forward. Standby fees can be found in the no-show section of program rates. You will find specific program rates in Attachment T-2, "Compensation Rates by Program." If your attachment does not have a recent date, please consult with your program staff directly to be sure you are referencing an accurate rate.

Mediators who serve as peer reviewers are paid \$25 above the base stipend rate for mediations conducted in the program. (See more on peer review, below.)

Supervision

Tax mediators, like all Multi-Door mediators, work under the supervision of Multi-Door staff. Tax mediators report to the Case Manager assigned and/or Program Manager with respect to issues regarding general case assignment and preparation. Mediators should contact the Case Manager and/or Program Manager regarding questions or concerns about specific cases they have been assigned to mediate. Mediators may contact the Branch Chief if they are unable to contact the managers.

THE ARBITRATION PROGRAM

Referral of Cases to Arbitration

Cases are normally referred to arbitration at the Initial Scheduling Conference but may be assigned to arbitration by the judge at any time. Once referred to arbitration, the case is placed on an "Arbitration Track." A scheduling order and post-arbitration scheduling order is issued to counsel and parties. The post-arbitration scheduling order, used only in non-binding arbitration, provides a series of deadlines for the trial preparation activities that become necessary if either party files for a trial *de novo* after receiving the arbitrator's award.

Cases also can be assigned to arbitration by court order at any point during the life of the case. The Rules of the Civil Arbitration Program govern this caseload and can be found at D.C. Code § 11-946.

Arbitrator Assignment Procedures

The arbitrator's biographical information is displayed in a binder for public viewing in Multi-Door's offices at 410 E Street N.W., Suite 2900. The arbitrator's case type expertise is listed in his/her biographical profile and may include motor vehicle accidents, malpractice, contracts, personal injury, and general torts. Counsel and any *pro se* parties are encouraged to report to Multi-Door immediately upon the conclusion of the initial hearing before the judge to participate in the arbitrator selection process.

If counsel can agree on the choice of an arbitrator, counsel will select one first choice and one alternate arbitrator. Counsel will complete an arbitration *praecipe* and return it to the Civil Mediation & Arbitration Program Officer in Multi-Door.

If counsel cannot agree in choosing an arbitrator, the Program Officer will choose from the arbitrators and send a list, including biographical information, by mail for everyone to choose from to begin the selection process. Beginning with counsel for the plaintiff and alternating between plaintiff and defense counsel, each attorney strikes one arbitrator from the list provided by Multi-Door, until only two arbitrators remain. The arbitrator listed first is appointed and the second arbitrator is the alternate. Counsel then will complete the arbitration *praecipe* and return it to Multi-Door.

The reassignment of the case to another arbitrator may occur if the first choice arbitrator cannot conduct the arbitration for any reason. In this instance, the case is assigned to the alternate arbitrator. If the case must be reassigned to someone other than the alternate, the Multi-Door Dispute Resolution Division will provide counsel with a list of eligible arbitrators and their biographical information. Another arbitrator and alternate are selected pursuant to the procedures described above.

Managing the Case and the Arbitration Process

The Civil Mediation and Arbitration Program Officer oversees the assignment of arbitrators to cases scheduled for civil arbitration and manages the caseload. The Program Officer monitors the cases for compliance with the rules and documents all correspondence received and forms filed.

The Program Officer begins to assign arbitrators to cases within 1-2 days of receiving notification from the court. The Program Officer attempts to assign the case to the first choice arbitrator listed on the arbitration *praecipe*. An arbitration package, containing the Civil Arbitration Rules and the forms used in the program, is mailed to the arbitrator. All forms from the arbitrator may be delivered to Multi-Door in person, by regular mail, e-mail, or by fax. All counsel and *pro se* parties are notified of the assigned arbitrator and asked to mail the complaint, answer, cross-claim, and counterclaims to the arbitrator within 14 days of receipt of the notice. This information assists the arbitrator in preparing for the hearing and any possible settlement discussions. The arbitration hearing is scheduled and conducted by the arbitrator within 120 days of the referral to arbitration. If a postponement of more than 60 days becomes necessary, the arbitrator must file a motion requesting an extension of more than 60 days beyond the 120 day deadline. The motion is sent to the Program Officer, who forwards it to the judge for a ruling.

Arbitrators rule on all but four types of motions filed in the case from the time the case is referred to arbitration up to the time the arbitrator's decision is rendered. Motions *not* ruled on by the arbitrator are motions to remove the arbitrator, to remove the case from arbitration, to consolidate cases and to continue the arbitration more than 60 days beyond the initial 120-day deadline for the arbitration hearing.

In the event that an arbitrator must withdraw after being assigned a case, s/he should notify the Program Officer as soon as possible so that a substitute arbitrator can be assigned. Arbitrators who repeatedly cancel may be asked to remove themselves from the arbitrator roster until their schedules allow them to be available more consistently.

Location of Hearings and Logistics

Most arbitration hearings are held in the arbitrator's office. With proper notification to the Program Officer, the arbitration hearing can take place at the Multi-Door Mediation Center at 410 E Street N.W. The phone number at the mediation center is (202) 879-2885.

Emergency Cancellations

In the event of an emergency that causes the court to close or delay opening, generally notification is by way of an announcement on local television and radio stations. Such information is also available at the court's general information number at 202-879-1010 and on the court's external website at www.dccourts.gov.

Attendance at Arbitration

Arbitrators have the authority to excuse named parties from attendance at an arbitration hearing. This permission should be given before the day of arbitration, except in unusual circumstances. Attorneys appearing on behalf of a party for the first time are required to formally enter their appearance, by way of a *praecipe*, before participating in arbitration on that party's behalf.

Arbitrators should carefully consider any request for a party to be excused from attending the arbitration. Although it may be inconvenient for a party to attend, personal participation in the arbitration may have a significant impact on the process and should not be discounted. It is

recommended that the arbitrator consult with other participants about the effect of excusing a particular party before excusing a party from arbitration.

Opening the Arbitration

Arbitrators are expected to begin all arbitrations by introducing themselves, confirming the identity of each participant and explaining the arbitration process.

Conducting the Hearing

The arbitration rules give the arbitrator wide latitude in conducting the hearing but provide that it should include the following elements: (1) a note of the date, time, and location of the hearing and the names of all parties, counsel, and witnesses in attendance (this information is also included with the arbitration award), (2) decisions on all pending motions or expressly deferring them until they issue the award or sooner, (3) all witnesses placed under oath or affirmation, (4) claims presented, proof and witnesses presented by both plaintiff and defendant, following which rebuttal evidence may be accepted and cross-examinations conducted by parties and questions asked by the arbitrator, (5) a check with the parties whether any additional proof or witnesses should be provided and closing or continuing the hearing.

Arbitration Awards and Judgment

The arbitrator must file an arbitration award with Multi-Door and mail or electronically transmit it to all parties within 15 days after the arbitration hearing. The arbitration award should note the arbitrator's decision as to all parties and should be sent to the Program Officer and all parties. The award may include findings of fact and conclusions of law but these are not a requirement.

If any party to a non-binding arbitration objects to the award, the party must file a request for a *trial de novo* within 15 days of receipt of the arbitrator's award. If a *trial de novo* demand is filed within the 15 day window of receipt, the case is restored to the trial calendar, the post-arbitration scheduling order deadlines become effective, and the case proceeds to trial as though no arbitration proceeding had occurred. Sworn testimony of a witness during an arbitration proceeding is admissible in subsequent proceeding to the extent allowed by the court rules and D.C. law but should not be identified as having been given in an arbitration proceeding. The arbitrator, however, may *not* be called as a witness. If no such request is received within the specified time frame, the award is converted to a judgment of the Court and has the same effect as a final judgment of the Court in a civil action.

If the parties agreed to binding arbitration, they are deemed to have waived their right to a *trial de novo*. The award is converted to a judgment of the Court and has the same effect as a final judgment of the Court in a civil action.

Filing the Reporting Form

At the close of each arbitration, or upon determining that an arbitration session will not occur, the arbitrator must complete the Civil Arbitration Reporting Form and Invoice. Complete and accurate information is necessary for appropriate reporting to the court, as well as for accurate and timely stipend payments. Arbitrators are asked to complete, review and sign the form before turning it in to program staff.

Payment

Civil arbitrators are paid a stipend for each case arbitrated in the program. The fee shall be paid after the Arbitration Award is filed or the case is otherwise removed from arbitration. Arbitrators who serve as peer reviewers are paid \$25 above the base stipend rate for each case in which they conduct a peer review. (See more on peer review below.)

You will find specific program rates in Attachment T-2, "Compensation Rates by Program." If your attachment does not have a recent date, please consult with your program staff directly to be sure you are referencing an accurate rate.

Supervision

Civil arbitrators work under the supervision of Multi-Door staff. Civil arbitrators report to the Civil Mediation and Arbitration Program Officer with respect to issues regarding specific cases, general case assignment and preparation. The Program Officer oversees and manages the overall operation of the mediation and arbitration programs. Arbitrators should contact the Program Officer with questions and concerns.

The Civil ADR Branch Chief oversees the operation of all programs within the Multi-Door Civil Branch, and participates in supervising mediators, arbitrators and program operations. Arbitrators are free to contact the Branch Chief with questions and concerns about program policy and operations, and any time they are unable to reach the Program Officer.

Observations

All Multi-Door arbitrators are eligible for periodic review by senior program staff as well as by a fellow arbitrator serving in the role of a "peer reviewer." Peer reviews are feedback opportunities provided by specially-trained, experienced arbitrators who, by prior arrangement, observe an arbitrator as s/he conducts an arbitration hearing and debrief the arbitration afterward.

Arbitration can be lonely work and most arbitrators have very little opportunity to observe other arbitrators and offer ideas or learn their techniques. The peer review program is intended as a supportive process that allows the arbitrator to discuss the choices made in a particular arbitration and the resulting effects. Peer review is primarily a collaborative process that gives arbitrators the rare opportunity to analyze an arbitration hearing through discussion with a veteran colleague.

FAMILY ADR BRANCH

The Family ADR Branch operates separate programs for domestic relation, child protection, community, Program for Agreement and Cooperation in Contested Custody Cases (PAC) and Central American Resource Center (CARECEN).

COMMON POLICIES FOR ALL FAMILY BRANCH PROGRAMS

Confidentiality

Confidentiality is an extremely important element in the mediation process. Each mediation that occurs at Multi-Door must include a discussion on confidentiality and all participants and observers must sign the Agreement to Mediate, in which the mediator and parties commit to hold confidential the content of the mediation discussions. Consistent with the Mediator's Code of Ethics, mediators may discuss the case, as needed, with program staff, but may not reveal information disclosed in mediation to the assigned judge or any other person not a party to the mediation.

All participants including observers must sign an *Agreement to Mediate* at the start of the session to confirm the confidentiality of the session. Parties are made aware that all statements made by parents, attorneys or other participants during mediation are privileged, with the exception of any new allegations of child abuse, threats of bodily harm, or statements to commit a crime. Confidentiality also prohibits detailed note taking by the parties for use at trial or other court proceedings. Mediation prohibits the use of tape recorders or stenographs. Mediators are not permitted to speak or testify on behalf of any party after mediation.

Conflict of Interest and Disclosure

A mediator shall disclose to all parties participating in the dispute resolution process all actual or potential conflicts of interest, including circumstances that could give rise to an appearance of conflict. A mediator shall not serve in a dispute resolution process after s/he knows of such a conflict, unless the parties, after being informed of the actual or potential conflict, give their consent, and the mediator has determined that the conflict is not so significant as to cast doubt on the integrity of the dispute resolution process and/or the mediator.

As early as possible, and throughout the dispute resolution process, the mediator shall disclose to all process participants all actual or potential conflicts of interest, including but not limited to the following:

- any known current or past personal or professional relationship with any of the parties or their attorneys;
- any financial interest, direct or indirect, in the subject matter of the dispute or a financial relationship (such as a business association or other financial relationship) with the parties, their attorneys, or immediate family member of any party or their attorney, to the dispute resolution proceeding; and
- any other circumstance that could create an appearance of conflict of interest.

Where the mediator determines that the conflict is so significant as to cast doubt on the integrity of the dispute resolution process and/or the mediator, s/he shall withdraw from the process, even if the parties express no objection to the mediator continuing to provide services.

Where the mediator determines that the conflict is not significant, the mediator shall ask the parties whether they wish the mediator to proceed. The mediator shall obtain consent from all parties before proceeding.

A mediator must avoid even the appearance of a conflict of interest both during and after the provision of services.

A mediator shall not use the dispute resolution process to solicit, encourage or otherwise procure future service arrangements with any party.

A mediator may not subsequently act on behalf of any party to the dispute resolution process, nor represent one such party, nor represent one such party against the other, in any matter unrelated to the subject of the dispute resolution process for a period of one year, unless the parties to the process consent to such an action or representation.

A mediator shall avoid conflicts of interest in recommending the service of other professionals.

Over time, mediators become familiar with lawyers or others who are frequent participants in mediation, or are familiar with them as part of their law practice. Although these sorts of relationships often do not create a conflict of interest, mediators should be aware that expressing familiarity toward an individual participating in the mediation may raise concern for others involved and should be avoided or explained to allay concerns.

Mediators who are attorneys also may be governed by the professional and ethical rules of the jurisdiction(s) in which they are members of the bar. The District of Columbia rules include specific provisions regarding conflicts-of-interest as a mediator and the responsibility to screen for conflicts at the earliest opportunity.

The Family ADR Branch Chief oversees the operations of all programs within the Multi-Door Family Branch and participates in supervising mediators and program operations. Mediators should contact the Branch Chief with questions that do not apply to a specific case or when they are unable to reach the case manager for that case.

CHILD PROTECTION MEDIATION PROGRAM

Referral of Cases to Mediation

Any petitioned child maltreatment case can be referred to mediation. The majority of referrals are made electronically in court when all parties are present at the initial hearing. Pre-trial cases are scheduled within 30 days of the initial hearing. The assumption is that early intervention will result in earlier disposition and resolution of issues that brought the family into the court system.

The program also mediates plans for custody, reunification, kinship care, guardianship, independent living, termination of parental rights, and post adoption communication. These cases are scheduled by court order and can happen at any time during the life of a case.

Acceptance as a Child Protection Mediator

All Multi-Door Dispute Resolution application and training requirements apply to child protection mediators. In addition, because of the nature of these case types, it is necessary that all mediators agree to have their names cross-referenced with the child protection registry prior to training.

Mediator Assignments and Schedule

Program case managers oversee mediator case assignments. Mediators notify the program on a monthly basis when they will be available for assignment. In turn, case managers assign cases based on the needs of the case, mediator expertise and mediator availability. Ideally, mediators receive their assignments two weeks in advance of mediation. Mediators are required to appear at least 30 minutes in advance of the scheduled time to prepare. Preparation includes, reviewing new case information, creating name tents, and discussing case strategy with the co-mediator (if a co-mediation).

Mediations are held Monday - Friday beginning as early as 9:00 am. and as late as 2:00pm. Parties are asked to allow 2 hours for mediation.

Mediators are not allowed to contact parties for any reason or to converse in the hall prior to the start of mediation. All communication with parties—pre- and post-mediation—are handled by case managers.

Location of Mediation

Mediations are held at Superior Court Building C, located at 410 E Street NW, Washington D.C. Check in at the desk in the Main Hall.

Stakeholder Reports for Mediators

The following participant reports are designed to ensure appropriate stakeholder preparation for mediation. All reports are due within two days of mediation. Reports are accepted by email at cpm@dcsc.gov.

1. Attorney Mediation Statement. Attorneys shall deliver one copy of their mediation statement (even if their client is unknown). Attorneys are encouraged to submit a written

proposed case resolution as well. Attorneys representing incarcerated parties who wish to participate in mediation by telephone must contact CPM with identifying contact information e.g. PDID number or DCDC number within seventy-two hours of mediation.

2. Guardian *ad litem* Report. The GAL shall deliver one narrative copy of their recommendations for the child.
3. Mediation Report. The intake social worker shall deliver six copies of their mediation report or one copy of the family team meeting report. The report shall include family background, history, and a family service plan or a disposition report. *Attorneys may receive a copy of the social worker's report from the CPM Program prior to mediation.*
4. Proposed Case Resolution. The Assistant Attorney General shall deliver six copies of a proposed case resolution and bring the proposed resolution on a computer disk to the mediation.

Rescheduling Mediation

Mediators cannot reassess cases or excuse parties from attending mediation.

Parties requesting a continuance must submit a Motion to Continue to the calendar judge at least twenty-four hours prior to mediation. The request must include a new agreed upon mediation date and the requesting party must notify ALL participants.

When Cases Resolve Prior to Mediation

The Assistant Attorney General is responsible for notifying the program of cancellations. A CPM case manager will inform the mediator assigned to the case should this occur.

Day of Mediation

Case managers will greet and identify all parties and ask all participating parties to sign the “*Certificate of Mediation Readiness*” certifying that they have

- Arrived on time and are available for the full two hours to mediate.
- Met with their client(s) prior to mediation.
- Discussed possible family services.
- Discussed methods of resolving the legal case.
- Prepared to mediate in good faith – good faith implies the obligation of full preparation prior to the mediation, including appropriate consultation with client(s) and other parties, performance of a site visit, investigation, research, and the timely filing of all required pre-mediation documents.
- Appeared with settlement authority – having an idea of the needs and wishes of their client—including incarcerated parent(s).

Attendance at the Session

Mediators should arrive at least 15 minutes before mediation. CPM mediators are not authorized to excuse any party from participation in the mediation process. Names of attorneys who arrive more than thirty minutes late, or leave before the allotted time, or fail to submit pre-mediation reports will be reported to their supervisor or the Council for Child Abuse and Neglect.

The Mediation Session

The mediation session will address the legal basis for court jurisdiction of the child, the goals of the case, the case plan, and a permanency placement for the children (when appropriate). The mediator may address concerns regarding placement, visitation, custody, paternity, educational assessment, parenting classes, therapeutic and medical evaluations and any other services deemed necessary in the best interest of the child. Together, the mediator, parties, and case manager determine which non-court ordered family members and friends (who appear for mediation) can participate.

Mediators are required to begin each session by explaining the process and having all parties sign the *Agreement to Mediate*. Normally, children and unrepresented parties do not participate in the process.

Mediations that conclude with a stipulated agreement will immediately proceed to the judicial officer of record for court approval. Parties are encouraged to include a disposition plan at the time of stipulation. If the session does not result in a stipulation mediators shall ask the parties to remain and complete a Joint Pre-trial Statement. Mediators are not included in the process of completing this form.

Case managers give participant surveys to all parties on the day of mediation, before the process begins. Case managers collect surveys at the conclusion of mediation. Surveys are used as a tool to assist with the development of program policy, procedures and training.

COMMUNITY INFORMATION AND REFERRAL PROGRAM

Program Overview

The Community Information and Referral Program (CIRP) provides free, confidential assistance to citizens of the District of Columbia who are involved in a wide variety of disputes. CIRP is designed to help parties consider options for the immediate resolution of non-court filed disputes.

CIRP, formed in 1985, was the first Multi-Door program. Initially, the program was a referral service only. Since its inception, CIRP has continuously evolved to meet the ever changing needs of the community. Over the course of two decades, CIRP has increased its services to include intake for individuals involved in court filed and non-court filed domestic relations disputes, phone conciliations, non-court pre-filing mediations for civil and domestic relation issues, and resolution of bi-lingual disputes at CARECEN.

Location of Intake and Logistics

CIRP is located in Superior Court Building C (410 E Street NW), room 1700. The CIRP Program Officer oversees and manages the operations of intake and community referrals. Hours of program operation are Monday – Friday from 9:00 a.m. to 5:00 p.m. CIRP is open for walk-ins and appointments. The last appointment time is 3:00 p.m.

Confidentiality

The intake process is confidential. Dispute Resolution Specialists (DRS) inform all parties that they will not testify in Court or provide any information or evidence learned during intake. Parties are informed by the DRS that the exceptions to confidentiality are allegations of child abuse or neglect and threats to do bodily harm.

Dispute Resolution Specialist

DRSs report to the CIRP Program Officer. They offer appropriate internal court and external community referrals. The internal referrals include conciliation, mediation, and referrals to other Multi-Door and Court services. The external referrals include community-based social and legal services and other community alternative dispute resolution programs.

The Intake Process for Community Cases

Before providing parties with appropriate options, the DRS interviews the individuals involved to understand the details of their dispute. The DRS analyzes the characteristics and dynamics of the dispute. The following elements may factor into a DRS' analysis of a case: the relationship of the parties, the number of parties involved, the duration of the dispute, the financial status of the parties, and the parties' willingness to participate in alternative dispute resolution processes. After the intake interviews are completed, the DRS outlines options for resolving the dispute. The initiating party decides which option best fits his/her particular needs.

Options Presented to Clients

When clients reach out to CIRP, many options may be offered to them. Below is a list of referrals and services that are commonly offered.

Phone conciliation:

The DRS contacts the other party involved in a dispute to try to resolve it informally over the phone.

Pre-filing mediation:

It may be more appropriate that the parties meet in-person to resolve their dispute with the help of a mediator. Pre-filing mediations are usually a one-time session that can last up to 2 hours.

Information:

The DRS may provide the party with information on do-it-yourself filings that may be available to them. If it is more appropriate, the DRS may refer the party to an outside service. Using the CIRP database the DRS can select from over 300 metropolitan organizations that include legal, social service and government agencies.

Intake Screening for Family Domestic Relations Mediation:

Family mediation is a voluntary process that offers parties the opportunity to work with a mediator to resolve issues of communication, child support, child custody visitation, alimony, debt, division of property and other family matters. Individuals seeking service can be court involved or non-court involved.

A DRS will conduct an intake interview with each individual to determine what topics they would like to discuss in mediation. The DRS will also ask questions to identify if any form of violence has occurred between the parties. At the completion of both intake interviews, the DRS will make a recommendation to the Program Officer about the appropriateness of the case for mediation.

Emergency Cancellations

In the event of an emergency that causes the court to close or delay opening, parties scheduled for services at CIRP and the public are generally notified by way of an announcement on local television and radio stations. Such information is also available at the court's general information number at 202-879-1010 and on the court's external website at www.dccourts.gov. In addition, the Program Officer will update the CIRP front desk voicemail, indicating the closure or delayed opening. CIRP's front desk phone number is 202-879-3180.

If the court opens at 10:00 a.m., appointments scheduled before 10:00 will be rescheduled. Appointments starting at 10:00 a.m. and beyond are expected to occur as scheduled. DRSs will try to contact the parties to confirm their attendance.

Service in the Community

The Central American Resource Center (CARECEN) is managed through the CIRP program. The program offers bilingual dispute resolution services on-site twice a month to individuals with employment, consumer, tenant, and other issues. CARECEN is a free, by-appointment clinic in the Adams Morgan neighborhood of Washington, D.C. Community members with disputes involving unpaid wages, neighbor conflicts, tenant problems (security deposits and repairs), consumer problems (with vendors, contractors, auto shops, etc.), or other monies owed between

individuals are pre-screened by CARECEN staff and scheduled for interviews with the Bilingual Dispute Resolution Specialist. To be assisted during the clinic, at least one of the parties involved in the dispute must live or do business in Washington DC.

For more information about the CIRP program, contact 202-879-3180.

THE FAMILY MEDIATION PROGRAM

Mediation Assignments and Scheduling

The Family Program Officer oversees mediator assignments to cases scheduled for family mediation. Mediators are expected to email the Program Officer or her designee with their availability by the 2nd day of the month. Notification of case assignments are made by email and occasionally by telephone. Considerations in mediator assignment include: skill/experience level, pattern of availability, expressed schedule preference, and case urgency. Mediators should keep the program manager or her designee informed of their scheduling preferences and availability.

Location of Sessions and Logistics

Mediation Space

All family mediation are scheduled to take place at Superior Court Building C, 410 E Street NW, Suite 1700. The family mediation suite is a mixed-use space shared by staff, Dispute Resolution Specialists, and mediators. Mediators should report to the case manager for room assignment. For evening and Saturday cases, mediators should check-in with the supervisor on duty for room assignment. Mediators should leave the mediation room organized and tidy. At the end of a case, unneeded documents should be placed in the gray confidential shred box.

Work Areas

Multi-Door has computers available for mediators who prefer to write their agreements in the office. Mediators waiting for parties to arrive and same-day mediators waiting for cases will be assigned a mediation room. Mediators are asked to respect the space as a common professional area.

Evening and Saturday Sessions

Evening sessions are Tuesday, Wednesday, and Thursday, starting at 6:00 p.m. and ending at 8:00 p.m. Saturday sessions begin between 10 a.m. and 12 p.m. Saturday program staff or designee will provide supervision, check-in the parties and assist as needed.

Confirmations and Cancellations

Case managers will call and email parties one business day in advance of mediation, to confirm attendance. After confirming parties' attendance, the case managers will call and email the mediator to confirm.

As soon as case managers become aware of a case cancellation, a case manager will call and email the mediators. Case managers are always available to answer mediator's questions about the status of confirmation efforts.

Attendance at Mediation

Family mediators are expected to arrive 15 to 30 minutes prior to mediation start time. This time is used to check-in with the case manager, gather files and forms, and to ready themselves to greet the parties. Parties are asked to arrive for check-in about 15 minutes prior to mediation start time, but parties enjoy an unofficial 30-minute waiting period before they are considered absent for mediation. Parties, counsel, and the mediator may agree to wait more than 30 minutes for an absent party to arrive but are not required to do so. Mediators are required to receive permission from the case manager before asking parties to wait beyond 30 minutes.

Only the calendar judge has the authority to excuse named parties from attendance at mediation. Request to excuse a party from attendance or approve for parties participation by telephone must be submitted to the case manager. Attorneys appearing on behalf of a party must have the case manager's and parties' approval before attending the session. Under no circumstances are mediators allowed to contact the court or speak to a judicial officer about their mediation.

Emergency Cancellations

In the event of an emergency that causes the court to close or delay opening, mediators and the public are generally notified by way of an announcement on local television and radio stations. Such information is also available at the court's general information number at 202-879-1010 and on the court's external website at www.dccourts.gov. In addition, the program staff will update their personal voicemail, indicating the closure or delayed opening. If the court is on delayed open status, a member of the Family Branch team will be available to accept calls at 202-879-3180.

If the court opens at 10:00 a.m., cases schedule before 10:00 will be rescheduled. Cases starting at 10:30 and beyond are expected to occur as scheduled. Case managers will try to contact the parties to confirm their attendance and notify the mediator accordingly.

Opening the Mediation

Mediators are expected to begin each mediation with an opening statement introducing him/herself, confirming the identity of all parties, and explaining the mediation process and the Agreement to Mediate form, which all parties must sign prior to mediating.

The role of the mediator is to use a facilitative process to assist parties to communicate, moving beyond positions to explore possible solutions or settlements. The mediator does not give a formal evaluation, but rather prompts the parties to assess their relative interests and positions and to evaluate their own situations through the exchange of information, ideas and alternatives for settlement.

Parties that need resources for counseling and legal assistance should be referred to the Community/Intake Program at Multi-Door to speak to a Dispute Resolution Specialist.

Location of Family Documents and Forms

Case Files

The case files for scheduled mediations are located in suite 1700. The files are clearly marked and placed in a wire rack, on a gray file table located in front of the window. Mediators are encouraged to pick-up their file after checking-in with the case manager.

Case files must be return to the wooden box, located on the same gray file table after each session. Case files must remain in Multi-Door. Files cannot be taken outside, taken home or removed from the office.

Case Records and Notes

Mediators are expected to complete the family session record (in the case file) at the end of each mediation session. Required information is the session number, date and time, scheduled session CV DRB, no show, or minutes, ID number, and result of session, to indicate their attendance at the session as well as the length of the mediation session. Mediators should also enter the date and time of the next scheduled session in the appropriate box in the session record.

Mediators are expected to write case notes for each session. Case notes are entered on the family case log page. Case notes should convey a reflection of the parties' ability and willingness to mediate, any challenges the parties may present, and the parties' commitment to the mediation process. Case notes may also provide facts supporting why a case should be closed with a recommendation for closing classification (i.e. agreement, partial agreement, no agreement, parties withdrew) or a request for any additional sessions beyond the five typically permitted. Providing this information allows the Family Branch Chief to make an informed decision.

For property cases, the case log notes should also alert the case manager of possible questions that they may be asked by parties or attorneys about the process or needed documentation. Case log notes are also used to make requests of the case manager to follow up with the parties on various issues (e.g., documents, records, or pay stubs).

Financial Documents

Keeping a case file organized requires constant collaboration between the mediator and the case manager. All financial documentation must be organized and properly sorted. Being organized saves time when writing an agreement. The following practices have proven successful:

- Make copies, or ask the case manager to make copies, of all original documents submitted by the parties. Return the originals to the parties. No originals are kept in the file.
- Tab each document on the right side with a small yellow post-it note with the name of the party and the name of the document.

- Before returning the file, recheck that each document has the information needed (including the party's name) and make a note if a new or different document is needed.
- Keep current or in-use documents on top of the document pile. Write a note on all pieces of information/documents that are out-of-date or not needed. This saves time and guessing if sorting is needed by the case manager.
- Paper-clip together documents that you want to keep together in a certain order. Otherwise, your case manager may arrange them as s/he sees fit.
- Remove and place unnecessary documents in the gray all-shred box.
- The case manager will enclose case documents by either hole-punching and securing them in the file or putting them in a manila envelope and inserting that in the file. If you have a preference, please let your case manager know.

Program Forms

The case manager will try to anticipate forms needed. If the case is missing a form ask the case manager.

The forms available are:

- Agreement to Mediate
- Asset form
- Child support document checklist
- Child support letter of request to parties for updated information
- Explanation of documents needed in child support cases
- Income form
- Memorandum of understanding (MOU)
- Opening statement outline
- Pension letter of request to benefits office for pension information
- Property case document checklist
- Property case explanation of documents needed
- Property case letter of request to parties for updated information

Agreement Writing

Mediators are responsible for writing and completing agreements for final approval. Acceptable agreement formats are the Multi-Door templates or HotDocs. Agreements are typed in Times New Roman, size 12 font. Agreements are submitted to the case manager, for the first review.

All documents submitted in support of an agreement should be properly marked, tabbed double-checked for completeness, and arranged in the order in which they are cited in the agreement. Extraneous documents are not kept in the MDF case file.

Mediators are responsible for all substantive editing and formatting until the agreement is approved by the Family Branch Chief. Mediators are responsible for ensuring that parties have submitted all final supporting documentation. Mediators are responsible for phone discussions with parties to clarify final issues regarding the agreement.

The case manager is responsible for submitting an error-free agreement to the Program Officer for review. The case manager will delay requesting the Program Officer's review until all questions have been answered and the agreement is completed. Mediators must respond promptly to requests for additional information. Mediators should anticipate that the review process from case manager, to program officer, to family branch chief may take up to six weeks, if corrections are needed. Mediators should plan ahead, draft carefully and be mindful of the parties pending court date. Mediators may request that the case manager send a draft agreement to the parties for their review.

Special Notes on Agreement Writing for Co-Mediators

An agreement should be thorough, clear, and succinct, stating what each party must do and when and how s/he must do it. Agreements involving property must be thorough, detailed, and leave no loose ends. Co-mediators should share responsibility for drafting the agreement. It is helpful if both mediators are familiar with the agreement and able to field questions from the case manager. If, due to some extraordinary circumstance, co-mediators agree that only one of them will write the agreement and receive credit for it, the case manager must be advised.

Preparations for Writing

Mediators will save time if they organize their notes and documentation as the mediation progresses. Mediators should compare their notes to the understanding of the parties before beginning to write. Case managers do not read mediators' notes to verify the accuracy of an agreement.

Prior to drafting an agreement, the mediator is required to obtain a Memorandum of Understanding (MOU) from the case manager for the parties to sign. Parties must sign the MOU, which is their authorization for the mediator to begin drafting the agreement. Many mediators use working drafts throughout the mediation process. These can be valuable tools during the closure stage of the mediation. No draft agreements can be sent to parties unless it has been formally reviewed and approved by the case manager. Mediators must receive permission from their case manager if they wish to send/give an informal agreement to the parties.

Agreement Signing

Mediators and parties should schedule a final session for the signing the agreement. This is ideal, as it gives a sense of completion and closure to all who have been involved in the mediation. Alternatively, parties can schedule a time to come to Multi-Door on their own—either together or independently—to sign the agreement. Mediators should advise the case manager what arrangements have been made. Parties often choose to come in on the same day they are scheduled for their final court hearing. The case manager will let the mediators know when their parties have signed an agreement so that they can sign for payment in the stipend book. Advise your case manager if you would like a personal copy.

Co-Mediation

Prior to the Mediation Session

Mediators who have not mediated together before should plan to come at least 30 minutes early to the session to discuss:

- Any preliminary information on the case gathered through the screening process, written documents or conversations with the parties or attorneys;
- Potential difficulties with the upcoming mediation and how they might be approached;
- Who, if anyone, will take the lead role;
- How tasks will be divided: opening statement, explaining the Agreement to Mediate, facilitating different portions of the session, writing on the chart, setting the agenda, and drafting the agreement;
- Your individual mediation style—what you do well, difficulties you have had, areas or issues you particularly enjoy; and
- A communications system to inform each other if and when a break/caucus is desired.

Opening the Mediation for Co-Mediators

General guidelines for opening the mediation are found on page 51. The following information is pertinent specifically to co-mediation:

- Both mediators should introduce themselves to the parties while referring to each other in a manner agreed upon prior to the session. Both mediators should explain some portion of how the mediation process works and how the sessions will be conducted. Neither mediator should be a silent partner. Both mediators should attempt to relate to both parties so that a sense of trust and impartiality can be established.
- Mediators must be careful about disagreeing with each other in the presence of the parties. The mediators' behavior and attitudes set unspoken standards for the parties. Therefore, any disagreement or expression of alternative viewpoints should be handled in a respectful, constructive manner. If your signals cross, if you are uncertain of how to proceed, or if your co-mediator does something you think unwise, call for a break and contact the case manager. Consider processing any difficulties with the case manager or program officer.

Between Sessions with the Parties or Prior to Separate Sessions

Co-mediators should meet privately to compare impressions and to determine strategies and approaches for structuring upcoming sessions with the parties. Co-mediators should discuss what has been accomplished and what further steps are indicated. They should share their understanding of the context of the dispute and of the parties' lives. They should also determine what they know, what they need to know, and how they are going to get that information from the parties.

Co-mediators should analyze the issues that were generated during the joint session to determine: areas of agreement that mediators can use to help build momentum toward resolution of the remaining issues; areas of disagreement which the mediators must help parties reconcile; items of importance to one party but not to the other, which the mediators must explore and find ways to accommodate; if and when it is useful to meet separately with each party; and with whom they should meet with first.

After the session

Co-mediators should discuss their impressions of each session and thoughts about ways to improve their performance and be more effective with the parties in the future. Their discussion should include: all stages of the mediation process; special difficulties encountered during the mediation, any mediator biases, opinions and feelings that emerged, how the mediators worked together, and the need to draft or revise any written agreements.

Both mediators should check to make sure that the necessary case file information has been entered and that the file is in order for the case manager. Return the case file to the wooden box on the file cabinet outside of the case managers 'cubicles.

Multi-Door Computer Use and the Agreement Template

Shared computers are available for mediator use. Usernames and passwords are displayed on the front of the computer or may be obtained from the case manager. Mediators planning to use the Multi-Door work area to draft an agreement should ask the case manager for available space so arrangements can be made.

Mediators must use the agreement template or HotDocs when writing agreements. The document may be located in the L Drive → Family Program → Family Agreements → Agreement Language. Several templates are available, including documents with numbers for examples of formatting, agreements without numbers, agreements in Spanish, and extra language that may be beneficial, such as waiver language.

Mediators should save their final document with the name of the parties and the date, and save it in the L Drive → Family Program → Family Agreements → Case Year. For example, a case may be opened in 2015, yet have no written agreements until 2016. That agreement should be saved into the file named "2015."

Mediators can ask the case manager to email digital files to them, including template documents and agreements. Likewise, mediators are encouraged to send their agreement documents in to the case manager, who will then maintain the documents in the case file.

Reporting Responsibilities

If a participant makes a credible threat of violence to themselves or another person or an allegation of child abuse or neglect, the mediator should immediately suspend the mediation and

consult with a case manager or session supervisor. Allegations of child abuse or neglect must be reported to (202) 671-SAFE. The full policy is available as Attachment F-3.

Supervision

Family mediators, like all Multi-Door mediators, work under the supervision of Multi-Door staff. Family mediators report to case managers with respect to issues regarding general case assignment, preparation and debriefing. A case manager, the program officer, or designee is available during all mediation sessions to answer questions, check-in parties, make copies, and assist as needed. Mediators are expected to report any potential problems to the case manager.

Mediators should brief and debrief with the case manager on a regular basis. The case manager serves as a mentor to help process challenges, strategize about future sessions, give information about program policy, and assist with the logistics of agreement-writing and gathering documentation. Case managers are required to call mediators for information about cases or to catch up with mediators after sessions.

The program officer and case managers coordinate and collaborate on all cases, and they have the same investment in their resolution. If the assigned case manager is not available at an urgent moment, mediators are encouraged to ask the program officer for assistance.

Payment

Mediators request payment by recording the services they perform in the invoice binder that is located on the file cabinet outside of the case managers' cubicles. Mediators must record accurate information (date, start and end times, case name, MDF case number, service provided, and fee) and must personally sign their name next to each individual entry. This practice is used for mediation sessions, for drafting and signing of agreements, mentoring, and no-show stipends.

A no-show stipend is granted if the mediator was not given advance notice that the case canceled and appeared at Multi-Door ready to mediate or if one essential party fails to appear for mediation. Parties are given a 30 minute grace period from the time the case was scheduled to begin. If the mediator and the party who is present agree to do so, with permission from the case manager, they may wait longer for the other party to arrive. Before waiting longer than the 30 minutes, the mediator should also clarify the expected stipend amount with the case manager. Otherwise, after 30 minutes, a no-show stipend may be claimed.

To see a complete fee schedule, turn to Attachment T-2 "Compensation Rates by Program."

Stipend invoices are generated in Multi-Door's Web Voucher System by the case manager and electronically sent to the mediator for approval. The mediator approves the stipend and sends it electronically to the program officer, the program officer sends it to the family branch chief, and family branch chief sends it to the Director of Multi-Door. The Director of Multi-Door submits the stipend to the Finance Office.

Payment for mediation services is directly deposited into the mediator's bank account. Direct deposit forms are available at Multi-Door. Changes of address and banking information must be

submitted in writing on forms available from the program officer. In the event that you believe an error has been made in processing your invoice, contact the program officer.

Personal Safety

We strive to provide a safe opportunity for parties to discuss their issues. Sometimes parties become very angry and emotional. If a party's statements or behavior causes concern about safety or the safety of a participant, suspend the mediation immediately and consult with the case manager or program officer. If there is a perception of immediate threat of danger, use the red button silent alarm switch on the wall to summon Court security personnel. After activating the silent alarm, immediately leave the room to find the case manager, program manager or family branch chief. Do not stay in the mediation room. Do not get between the parties.

Same-Day Mediation

Same-day mediators have sufficient training and experience such that they are competent to mediate non-property and property cases on their own. They must have a sufficiently flexible schedule to enable them to schedule follow-up sessions.

Responsibilities

The same-day period begins at 11:00 a.m. and ends at 4:00 p.m. Mediators should be prepared to mediate as many as 3 mediations during a 5-hour period. Since same-day mediators are paid for a full 5 hours, they are on-call and extensive breaks outside of the building are not permitted.

Work Space

The same-day mediator should check in with the program officer for an update on the day's activity and available space to wait for cases.

PROGRAM FOR AGREEMENT AND COOPERATION IN CONTESTED CUSTODY CASES

Program Overview

The Program for Agreement and Cooperation in Contested Custody Cases (PAC) was developed and implemented by the Subcommittee of the Domestic Relations, Paternity and Support Committee (“Subcommittee”). The Subcommittee is composed of judges, lawyers and court managers who interact with families involved in contested custody cases on a daily basis. Having seen, first hand, the toll contested custody cases take on parents and the children caught in the middle of these disputes, the Subcommittee wanted to do more to help parents resolve their conflict while raising their awareness of the harm conflict causes to children. The PAC program was created to meet that need.

The PAC program is a child-focused curriculum designed to empower parents to make changes in their relationship that promote the well-being and safety of their children.

PAC’s curriculum was designed by the Subcommittee in consultation with the American Psychological Association (APA). In addition to providing technical support, the APA also hired and trained instructors to facilitate the parent and child seminars. PAC facilitators are mental health professionals with advance degrees in the field of psychology.

Location and Logistics

PAC seminars are offered at no cost to the participants two Saturdays a month from 10 a.m. to 1:30 p.m. Parents and their children, between the ages of 7 and 14, participate in separate seminars that are conducted at the same time. The parents’ seminar is held in Superior Court Building C, located at 410 E Street NW on the 2nd floor, room 2100. The children’s seminar is held on the first floor of Superior Court Building C. Light snacks are provided for children during the seminar. No snacks are provided for parents. Parents must show valid picture identification at check-in.

The adult seminar is designed to teach parents:

- How to communicate more effectively;
- How to minimize conflict;
- How to help their children cope with changes in their family unit;
- How to effectively co-parent their children; and
- How to use mediation to reach an agreement on issues that brought the family into the court system.

PAC’s goal is for parents:

- To have better communication;
- To realize the needs of their children come first;
- To realize that children are more likely to grow up happy and well adjusted when they have both parents in their lives; and
- To develop an effective co-parenting relationship.

The children's seminar encourages children:

- To express what they are feeling;
- To understand that their parents' conflict is not their fault; and
- To learn from other children who are going through the same thing.

Eligibility

Contested custody cases or divorce cases with a contested custody component referred from Superior Court are eligible for PAC.

Domestic violence does not automatically excuse parents from attending PAC. If a parent has a concern about domestic violence, they can make a request to the judge or the family branch chief not to be assigned to the same class as the other parent. If the parent does not feel that participating in a separate class will be enough to ensure his or her safety, that parent can make a request to the Judge to remove their case from the PAC program.

Mediation in the PAC Program

PAC participants are required to complete an intake at the Community and Information Program at Multi-Door. Intake interviews are held in Superior Court Building "C" 410 E Street, 1st floor, rm. 1700.

Before parents scheduled to attend PAC can begin mediation, both parents must have completed their PAC seminar and intake. If one or both parties fail to complete their PAC seminar, the case is not scheduled for mediation. Parents are given two opportunities to complete their PAC seminar. If a parent fails to attend two scheduled PAC seminars, the case will be removed from the PAC program and returned to court.

ATTACHMENTS

Multi-Door Attachments

MD-1 Mediator's Code of Ethics

Overview and Training Attachments

T-1 Mediation Activity Requirements

T-2 Compensation Rates by Program

T-3 Continuing Education Policy

T-4 DVD Library Policy

Civil ADR Branch

C-1 Agreement to Mediate

Civil Mediation Program

C-2 Mediator Reporting Form and Invoice

Landlord and Tenant Mediation Programs (Same Day and Jury Demand)

LT-1 Mediator Reporting Form and Invoice

Probate Mediation Program

P-1 Mediator Reporting Form and Invoice

Small Claims Mediation Program

SC-1 Mediator Reporting Form and Invoice

Tax Mediation Program

TX-1 Mediator Reporting Form and Invoice

Family ADR Branch

Child Protection Mediation Program

CPM-1 Mediator Reporting Form and Invoice

CPM-2 Agreement to Mediate, Pre-Stipulation

CPM-3 Agreement to Mediate, Post-Stipulation

Family Mediation Program

F-1 Mediator Reporting Form and Invoice

F-2 Agreement to Mediate

F-3 Reporting Requirements Policy

Code of Ethical Standards for Mediators
Multi-Door Dispute Resolution Division
Superior Court of the District of Columbia

Introduction

The following ethical standards for Multi-Door mediators are intended to serve as a guide for conduct. They are drawn from standards from a variety of sources: the American Arbitration Association, the American Bar Association, the Association for Conflict Resolution, the Florida State Courts, the Judicial Council of Virginia, the work of Robert A. Baruch Bush and the Uniform Mediation Act. They are designed to serve an educational function and provide assistance to Multi-Door clients, mediators and staff.

Multi-Door's Purpose

Our purpose is to help residents and litigants in Washington, D.C. resolve disputes through mediation and other appropriate dispute resolution processes. The name "Multi-Door" comes from the multi-door courthouse concept, which envisions one courthouse with multiple dispute resolution doors or options. The goals of a multi-door approach are to provide easy access to justice, reduce delay, and provide links to related services, making more options available through which disputes can be resolved. Multi-Door mediators assist parties in reaching agreements that meet their interests, preserve relationships, and save time and money.

Definition of Mediation

- Mediation is a process in which a neutral third party assists parties involved in a dispute to define and clarify facts, issues, and interests, understand different perspectives, explore and evaluate various options and solutions, and, if possible, generate a mutually acceptable agreement.

Role of a Mediator:

- A mediator does not have the power to impose a resolution, but rather facilitates communication, promotes understanding, focuses the parties on their interests, and uses creative problem solving to enable the parties to reach their own agreement.
- A mediator shall encourage and assist the parties in deciding whether or how to resolve their disputes.
- A mediator shall refrain from being directive or judgmental regarding the issues in dispute and options for settlement.
- A mediator shall uphold ethical standards of practice to ensure the process of mediation is fair and balanced to all parties in the dispute.
- A mediator's personal values or belief system shall not interfere with his/her duty to uphold the ethical standards of mediation. Values are a set of personal belief systems, which are generally self-regulating; ethics are rules or standards governing the conduct of a person or the members of a profession. If at any time during a mediation session, a mediator believes his/her personal values are in conflict with the Multi-Door Code of Ethical Standards, he/she shall recuse him/herself from the mediation.

Ethical Standards

- **Self-determination:** Self-determination is the fundamental principle of mediation. A mediator shall respect and encourage self-determination by the parties in their decision whether, and on what terms, to resolve their dispute, and shall refrain from being directive and judgmental regarding the issues in dispute and options for settlement.
- **Informed Consent:** A mediator shall make reasonable efforts to ensure that each party understands the mediation process and the options available to him/her, and that each party is free and able to make whatever choices he/she desires regarding participation in mediation and specific settlement options. In addition, if a mediator believes a party does not understand his/her options or that consent is not freely given, the mediator may terminate mediation or withdraw from the case.
- **Confidentiality:** Apart from disclosure of case issues with program staff and mandatory reporting obligations relating to threats of violence or child abuse, a mediator shall not disclose to any non-participant, directly or indirectly, any information communicated to the mediator. No mediation shall proceed without the signature of all persons present on the Statement of Understanding/Agreement to Mediate.
- **Impartiality:** A mediator shall not exhibit favoritism or prejudice toward any party or any position taken by a party in mediation. A mediator shall be committed to serve all parties, as opposed to a single party, in exploring the possibilities for resolution. In cases in which the mediator believes that he/she cannot be impartial, the mediator shall withdraw from the mediation. A mediator should address any concerns regarding his/her impartiality and, when appropriate, should offer to withdraw.
- **Conflict of interest:** A mediator shall impartially serve the parties in the dispute by avoiding any conflicts of interest. A conflict of interest can arise from involvement by a mediator with the subject matter of the dispute or from any relationship between a mediator and any mediation participant, whether past or present, personal or professional, that reasonably raises a question of a mediator's impartiality. A mediator shall disclose all actual and potential conflicts that may call into question his/her impartiality to the parties. After disclosure, it is the right of the parties to decide if they wish the mediator to continue. The mediator also has the right to recuse him/herself from a mediation if he/she feels his/her own impartiality is impaired.
- **Quality of the process:** A mediator shall work to ensure a quality process and to encourage mutually respectful behavior among the parties. A quality process requires a commitment by the mediator to diligence and procedural fairness. If a mediator believes a party is intentionally abusing the process, the mediator should encourage the party to alter the conduct. If the person does not alter his/her behavior, the mediator may terminate the mediation, doing so in a way that preserves any confidential communications. In addition, a mediator shall not make promises regarding the results of the process.

- Distinction between Mediation and Counseling or Legal and Financial Advice: A mediator shall limit him/herself solely to the role of mediator, and shall refrain from giving legal, financial, or therapeutic advice and otherwise engaging in counseling or advocacy during mediation. A mediator shall encourage parties to seek advice from an attorney or other professional to ensure they are making informed decisions.
- Competence: A mediator shall maintain professional competence in mediation skills and, if lacking in the skills necessary for a particular case, shall consult with program staff to discuss the possibility of declining to serve or withdrawing from the case. A mediator is obligated to disclose any significant limitations of skill or expertise, both to program staff and the participants involved, whenever relevant.
- Solicitation/Advertising Services: Multi-Door mediation services are provided free of charge to eligible participants. Individuals providing mediation services for Multi-Door shall not solicit or accept monetary or non-monetary forms of payment from the parties, except at the rate established by Multi-Door. Mediators shall not actively solicit private business or advertise their ability to provide service, nor provide other compensated services to any party in any case in which they have served as mediator.

Mediation Activity Requirements

In order to remain active in a program, mediators must maintain a minimum level of activity in the program each calendar year.

Program Name	Slots Required	Duration of Slot
Family	24 sessions	2 hours
Small Claims	8 days	3 hours
Landlord-Tenant – Same Day	12 slots*	4 hours
Landlord Tenant – Jury Demand	12 cases*	2 hours
Civil	10 cases	2 hours
Child Protection	12 cases	3 hours
Probate	4 cases	
Tax	4 days	

*The requirement for the Landlord and Tenant Program can be fulfilled through either same day or jury demand case types or a combination of the two; they do not carry separate requirements.

Compensation Rates by Program

Mediators are paid a small stipend for their services. The stipend payment helps defray any out-of-pocket expenses incurred by traveling to Court, and is a gesture of appreciation by the Court for the important work undertaken by our mediators.

Rates per program

The current stipend payments for each program are as follows:

Arbitration	\$150 per case
Family Mediation	\$60 per session
	See next page for more details
Child Protection Mediation	\$120 per case
Small Claims Mediation	\$50 per case
Landlord and Tenant Mediation	\$50 per case
Civil Mediation	\$50 per case
Probate Mediation	\$100 per case
Tax Mediation	\$50 per case
Collection Cases (Small Claims, Wednesday only)	\$40 per hour (minimum of 3 hours), prorated in 15 minute increments beyond 3 hours

Peer Review Rate

Mediators who serve as peer reviewers for other Multi-Door mediators will receive \$25 in addition to the regular stipend rate for that program.

No-Show Stipends

If a mediator arrives at court and a scheduled mediation session is not held the mediator will receive a \$50 stipend for coming to court. A mediator is not paid a stipend if notification of a cancellation is made prior to mediator arriving at the court. Generally, most programs require mediators to wait 30 minutes beyond the case start time before claiming a no-show. If the mediator and present parties agree, they may wait longer for the missing party. For additional details and information, please refer to specific program information in this handbook.

Please turn the page for program rate language.

No-Show Rates per Program

The following rates are paid when one or more parties does not show up to the mediation and the mediation cannot to go forward. This also applies when other party-related issues, such as voluntary withdrawal from the process, make it impossible to proceed with the mediation.

Family Mediation	\$50 per session
Child Protection Mediation	\$50 per case
Small Claims Mediation	\$50 per time slot
Landlord and Tenant Mediation – Jury Demand Cases	\$50 per case
Landlord and Tenant Mediation – Same Day Cases	\$50 for each 2 hours of standby time*
Civil Mediation	\$50 per case
Probate Mediation	\$50 per case
Tax Mediation	\$50 per case

- In Landlord and Tenant Mediation, for same day cases, mediators are on standby. If a mediator finds him/herself on standby for a period of at least two hours, a \$50 stipend will be granted. If a mediator finds him/herself on standby for a full four-hour time slot, two \$50 stipends will be granted for a total of \$100. No standby stipend will be paid to a mediator who has mediated at least two cases over the course of his/her four-hour time slot.
- In Small Claims Collection cases, mediators are on standby until cases are referred by the Court. If cases have not been referred within the first two hours of the three-hour shift (begins at 9:30am), mediators will be released for the day and be granted a \$50 stipend. If there is possibility that the Court will still refer cases after the first two hours, mediators may be asked to wait. Mediators will receive an additional \$25 per hour standby if no cases are referred in the additional time.

Family Mediation Fee Schedule

Fee Schedule

Mediation Held	\$60
Mentoring	\$25 in addition to base rate
Same-Day	\$30/hr (\$150 per day)
Supervision	\$40/hr
Simple agreement	\$100 (shared by mediators)
Property agreement	\$150 (shared by mediators)

Multi-Door Continuing Education Policy

Multi-Door mediators are required to complete 16 hours of mediation training during each two-year term to remain in good standing with the program.

1. Mediators must complete 16 hours of training that qualify for credit in *each program* in which they are active per term. Many classes, especially those on general mediation skill-building topics, will qualify for credit in all Multi-Door programs, but those courses geared specifically to only one program may not. Mediators active in multiple programs should remember that they must acquire 16 hours of training creditable in each program during the two-year term for that program. (For instance, a class on the tax treatment of pensions in divorce would offer credit for family mediators but would not for small claims mediators.)

Additionally, programs may, from time to time, identify a particular class as mandatory for continuing participation in that program. This requirement typically arises as a result of a major change in law or procedure that is crucial to providing appropriate assistance to our clients. These classes will count toward the term requirement for that program.

Mediators may attend a course more than once per term, but credit will be given only once each term unless the program requires attendance more frequently. Mediators are encouraged to keep personal records of attendance to ensure that they fulfill the 16 credit requirement and do not attend the same course twice in one term, unless required. Multi-Door will notify a mediator after the fact if s/he attends the same course twice in one term, but Multi-Door does not cross-check course sign-ups with past attendance records prior to a course.

Credits in excess of 16 hours will not be carried over to the mediator's next term.

2. Creditable continuing mediator education classes must fall into one of two categories: skill-building or subject matter. (Examples of skill-building classes are classes in agreement-writing or getting beyond impasse. Examples of subject matter classes are classes on motor vehicle accident law or adoption/permanency mediation.)
 - a. Multi-Door sponsored mediator events such as meetings with supervising judges will not normally be credited toward the term continuing education requirement.
 - b. Multi-Door will indicate whether a class qualifies for continuing education credit, and in which program(s), when announcing training opportunities. Mediators must attend the entire training in order to receive credit. Late arrival or early departure will result in no credit being awarded. Mediators may enjoy a grace period of up to 15 minutes if their late arrival is due to mediating a Multi-Door case.

3. Classes may be taken through Multi-Door or other institutions; Multi-Door will determine which external courses qualify for credit toward the Multi-Door term requirement on a case-by-case basis.
 - a. Multi-Door requires completion of its training credit application in order to consider a request for training credit from an outside entity.
 - b. In order to consider an application for training credit, the following information is required:
 - (1) Proof of attendance: the mediator is responsible for obtaining and submitting proof as part of the application. Multi-Door reserves the right to determine the sufficiency of the proof provided.
 - (2) Completed training credit application: the entire application must be completed and all necessary attachments included before the application will be considered.
 - (3) Multi-Door may request additional information if the above information is insufficient to determine whether credit will be granted.
 - c. When courses are not taken through Multi-Door, mediators are encouraged to apply for credit within 30 days of the course to be certain that they have the credits needed by the end of their term. Mediators must submit training credit applications no less than 2 months prior to the end of their term; exceptions to this deadline will be made for courses scheduled within those last two months.
 - d. Rules governing approval of outside training courses:
 - (1) A maximum of 8 credits per term will be given for outside subject-matter courses.
 - (2) Mediators may be given credit for an unlimited number of outside training courses that relate to mediation skills.
 - (3) MACRO and NVMS courses: As a general rule, mediation classes applicable to the mediator's program(s) that are taken through Maryland's MACRO program or through the Northern Virginia Mediation Service (NVMS) or other entities recognized for mediator certification credit by the Supreme Court of Virginia will be granted credit by Multi-Door. Mediators must submit a complete training credit application for these courses to be approved.
 - (4) Bar and other professional association courses: Mediation-related courses offered through other organizations, particularly bar associations, will likely qualify for credit, if the topic is pertinent to the program in which the applicant mediates.
 - (5) Conferences: Attendance at mediation conferences may fulfill a mediator's entire continuing education requirement, depending on the session topics. In order to grant credit, Multi-Door will require documentation of the session(s) attended, to determine their applicability.
 - (6) Speakerphone and other electronic attendance: Mediators may apply for credit for trainings attended in alternative formats, such as speakerphone or online participation. Mediators must submit proof of attendance as part of their training credit application. Proof must

be provided by the training sponsor, preferably in the form of a letter or certificate. Multi-Door will determine the sufficiency of the proof of attendance on a case-by-case basis.

4. Mediators must earn two (2) credits in mediator ethics every term.

The ethics course may be taken through providers other than Multi-Door, since there is great similarity among mediator ethics codes. Mediators may attend an ethics course more than once per term, but credit will be given only once per term.

5. No stipends will be paid for attendance at training classes.
6. A mediator who plans and delivers a continuing education course at Multi-Door will be given one-and-a-half times credit for that course.
 - a. Mediators who are invited to help with basic mediation training for new mediators will receive hour-for-hour credit for helping in that capacity, unless they develop and deliver a new segment for the training. If so, they will receive one-and-a-half times credit for that segment.
 - b. A mediator who serves as a presenter for a course outside of Multi-Door, that otherwise qualifies for credit under this policy will be given the same credit as the attendees. Credit will not be awarded for teaching the same class more than once per mediator term.
7. New Multi-Door mediators have no continuing education requirement for the initial, probationary year that follows initial training. When that year ends, they begin their first 2-year term, at which point the 16-hour requirement starts.
 - a. Mediators who are new to Multi-Door and join a program roster through the open enrollment process are required to earn 8 hours of credit during their initial, one-year term.
 - b. Multi-Door mediators who join a new program through the open enrollment process are immediately given a two-year term in the new program and must earn 16 credits applicable to that program during that term, as all others.
8. If a mediator does not complete the required 16 hours of continuing education during their 2-year term, s/he will be removed from the program roster. If the mediator's term would have been renewed except for the continuing education deficit, s/he can apply to be restored to the roster after completing 8 hours of creditable continuing education.
 - a. The mediator may or may not be allowed to take the necessary 8 credits through Multi-Door programming; the program will decide if the mediator will be allowed to take Multi-Door courses to complete these credits. If the program decides not to allow the mediator to take the credits at Multi-Door, the mediator must seek training creditable toward the 8 credits from other vendors and will be fully responsible for any costs incurred. Mediators are

encouraged to inquire of the ADR Training Manager prior to registration to learn whether the course will qualify for Multi-Door credit.

Multi-Door DVD Library Policy

Multi-Door will maintain a collection of training DVDs that are available for mediators to view, by advance arrangement, for continuing education credit and general skill enhancement.

The DVDs will be kept by the ADR Program Specialist or other designated staff member. Mediators should contact the ADR Program Specialist in advance to schedule viewing for each DVD. Please call 202-879-1549 to be connected. Advance scheduling will ensure that the DVD and viewing area is not in use by others at the desired time. All DVDs must be viewed at Multi-Door; mediators will not be permitted to take the DVDs home.

DVDs will typically be viewed in Rm. 2206 on the second floor of Building C (410 E St. NW). Mediators may schedule viewing any weekday beginning between 9:00 am and 3:00 pm.

Mediators should go to Multi-Door's main office, Suite 2900, when they arrive to view a DVD. The mediator will complete the Sign In sheet indicating the mediator's name, DVD title, and date/time of viewing. Staff will help the mediator load the DVD into the player and show the mediator how to change DVDs, if the training to be viewed is longer than one disc.

A set of handouts for all available DVDs, as well as evaluation forms, will be maintained on the L Drive by the ADR Program Specialist. The mediator will receive any corresponding handouts at the time of viewing. Mediators are asked to complete an evaluation form for each DVD viewed and return it to the main Multi-Door office when finished, along with the DVD(s).

The ADR Program Specialist will enter the crediting information under the mediator's record in the database.

The Administrative Assistant will serve as back-up for the ADR Program Specialist in this function, in the event that s/he is unavailable to show a previously scheduled DVD. If the Administrative Assistant is unavailable, the Receptionist will serve as backup. The completed paperwork will be left for the ADR Program Specialist to use in entering credits, upon his/her return.



Multi-Door Dispute Resolution Division

AGREEMENT TO MEDIATE: MEDIATION AND CASE EVALUATION

Mediation is a process with a neutral third party that assists parties in their attempt to resolve their dispute in a mutually satisfactory manner. A mediator does not act as a judge and does not make decisions. He/she guides the mediation process, facilitates communication, and helps the parties generate possible outcomes. Therefore, the parties have the primary responsibility for resolving the dispute.

By signing below, parties acknowledge the following:

1. The mediator or evaluator will not act as an attorney or advocate for any party.
2. That either party may consult with legal counsel. Both parties understand that if an agreement is reached, either party may have legal counsel review the agreement prior to signing it.
3. All parties consider communications in this mediation confidential. Furthermore, any communications and/or documents prepared for subsequent mediation/evaluation meetings concerning this case will also be confidential.
4. No party shall be bound by anything said or done in mediation unless a settlement is reached. Once signed, the agreement is binding to all parties to the agreement.
5. The parties agree not to subpoena the mediator or any documents submitted to the mediator or evaluator. In no event will a mediator or evaluator voluntarily testify.

Plaintiff's Signature

Defendant's Signature

Plaintiff Attorney's Signature

Defendant Attorney's Signature

Other Signature: Specify Title/Role

Other Signature: Specify Title/Role

Other Signature: Specify Title/Role

Other Signature: Specify Title/Role

Date: _____

Neutral's Signature: _____

Print Neutral's Name Here: _____

Case Name: _____

Civil Action No: _____

Superior Court of the District of Columbia



Multi-Door Dispute Resolution Division

CIVIL MEDIATION REPORTING FORM AND INVOICE

Please return this form to the Multi-Door staff at the conclusion of each ADR session. **Stipend payment cannot be authorized without receipt of a signed copy of this form.** Forms may be mailed to: Multi-Door Dispute Resolution Division, 410 E St. NW, Suite 2900, Washington, DC 20001. Fax: to: 202-879-9458. Thank you.

Neutral's Name: _____ Multi-Door ID #: _____

Date of Session: _____ Time: _____

Case Caption: _____

CA #: _____ Judge/Cal. #: _____

Case Type: (check one)

 Medical Malpractice Contract Motor Vehicle Other property tort Other Personal Injury Other _____

(please specify)

MEDIATION SESSION:Total time spent *in the session(s)* _____ hours _____ minutesTotal time spent *preparing* for this case: _____ hours _____ minutes

If this was a follow-up session, please indicate session number: _____

OUTCOME: Case was not mediated because it was: Settled prior to session Cancelled Reason: _____ Rescheduled/continued Case was mediated and: Settled Not settled Mediated with a follow-up session scheduled for: Date _____ Time _____**INVOICE:** Mediation held (\$50) Mediation not held; 2-hr. reserve (\$50) Mediation not held; no-show or late cancellation (\$25) No stipend (post-training *pro bono* fulfillment or stipend waived)

This is an invoice for services provided. I certify that the services indicated were provided on the date given and request payment in accordance with this invoice.



Staff initials

Signature

Date

ADDITIONAL ITEMS ON REVERSE

ASSESSMENT:

Please note obstacles, in the event the case did not settle:

- lack of preparation by : plaintiff defendant
- lack of ruling on a dispositive motion
- absence of a necessary party (please specify below)
- unrealistic assessment of case by: plaintiff defendant
- hostility between/among parties (please explain below)
- lack of willingness to negotiate
- other (please specify below)

Notes:

What can Multi-Door do to assist your work as a neutral?

Other program improvement comments or suggestions:

Superior Court of the District of Columbia

* * *

Multi-Door Dispute Resolution Division

Landlord & Tenant Mediation Reporting Form and Invoice_____
Date**Case Information:**

Landlord & Tenant Case No.: _____

Plaintiff Name_____
Defendant Name**(Plaintiff Type: Check one)** Individual CorporationRepresented by an attorney: Yes No**(Defendant Type: Check one)** Individual Other CorporationRepresented by an attorney: Yes No

What type of case is this? (Check one only)

 Rent & Possession Possession Other _____Did either party seek legal assistance today? Yes No UnknownIf yes, was legal assistance available? Yes No Unknown**Mediation Information:**

Mediator(s) Name(s): _____

Length of session: Start Time _____ End Time _____

Mediation held: Agreement Reached Not Reached Agreement PendingIf not settled, what was the outcome: Status Hrg. Pretrial Trial Mediation continued to: _____
(date and time)**Invoice: This portion must be completed and signed to authorize a stipend payment.** Case mediated (\$50) 2-hr. reserve (\$50) 4-hr. reserve (\$100) Stand-by stipend (\$50) Post-training *pro bono* fulfillment (\$0)

(Jury Demand Case – No Show, Settled Prior)

*This is an invoice for services provided. I certify that the services indicated were provided on the date given and request payment in accordance with this invoice.*_____
Staff initial_____
Signature

Superior Court of the District of Columbia

* * * **Multi-Door Dispute Resolution Division**
Same Day L&T Mediation Reporting Form and Invoice

Date

Case Information:

Landlord & Tenant Case No.: _____

Plaintiff Name _____

Defendant Name _____

(Plaintiff Type: Check one)

- Individual
 Corporation

Represented by an attorney: Yes No

(Defendant Type: Check one)

- Individual Other
 Corporation

Represented by an attorney: Yes No

What type of case is this? (Check one only)

- Rent & Possession Possession
 Other _____

Did either party seek legal assistance today? Yes No Unknown
 If yes, was legal assistance available? Yes No Unknown

Mediation Information:

Mediator(s) Name(s): _____

Length of session: Start Time _____ End Time _____

Mediation held: Agreement Reached Not Reached Agreement Pending

If not settled, what was the outcome: Status Hrg. Pretrial Trial

Mediation continued to: _____
 (date and time)

Invoice: This portion must be completed and signed to authorize a stipend payment.

- Case mediated (\$50) 2-hr. reserve (\$50) 4-hr. reserve (\$100)
 Stand-by stipend (\$50) Post-training *pro bono* fulfillment (\$0)
 (Jury Demand Case – No Show, Settled Prior)

This is an invoice for services provided. I certify that the services indicated were provided on the date given and request payment in accordance with this invoice.

Staff initial

Signature

Superior Court of the District of Columbia

* * *

Multi-Door Dispute Resolution Division

PROBATE MEDIATION REPORTING FORM AND INVOICE

Please return this form to the Multi-Door staff at the conclusion of each ADR session. **Stipend payment cannot be authorized without receipt of a signed copy of this form.** Forms may be mailed to: Multi-Door Dispute Resolution Division, 616 H St. NW, Suite 612, Washington, DC 20001. Fax: 202-879-0066. Thank you.

Mediator Name: _____ Multi-Door ID #: _____

Date of Session: _____ Time: _____

Case Caption: _____

CA #: _____

Case Type: (check one)

 Probate Estate claim Intervention Guardianship Other _____**MEDIATION SESSION:**

Length of session Start time: _____ End Time: _____

If this was a followup session, please indicate session number: _____

OUTCOME: Case was mediated and: Settled / Settled in Principle Not settled Followup session is scheduled for: Date: _____ Time: _____ Case was not mediated because: Settled prior to session Cancelled Reason: _____**INVOICE:** Mediation held (\$100) Mediation not held, standby/case preparation only (\$50) Post-training *pro bono* fulfillment (\$0)

This is an invoice for services provided. I certify that the services indicated were provided on the date given and request payment in accordance with this invoice.

Staff initials

Signature

Superior Court of the District of Columbia

* * *

Multi-Door Dispute Resolution Division

TAX MEDIATION REPORTING FORM AND INVOICE

Please return this form to the Multi-Door staff at the conclusion of each ADR session. Stipend payment cannot be authorized without receipt of a signed copy of this form. Forms may be mailed to: Multi-Door Dispute Resolution Division, 515 5th St. NW, Suite 105, Washington, DC 20001. Fax: 202-879-9458. Thank you.

Mediator: _____ Multi-Door ID #: _____

Petitioner: _____

Mediation Date: _____ Tax Docket: _____

MEDIATION SESSION:

Time spent in mediation: _____ hours _____ minutes

Did pro se party/ies participate: Yes No Case settled for approval : Yes No

CASE VALUE:

What was the assessed value of the property? _____

What was the settlement amount? _____

INVOICE:

- Mediation held (\$50)
 Mediation not held, standby/case preparation only (\$50)
 Post-training pro bono fulfillment (\$0)

This is an invoice for services provided. I certify that the services indicated were provided on the date given and request payment in accordance with this invoice.

Staff initials

Signature

Superior Court of the District of Columbia



*** Multi-Door Dispute Resolution Division
CHILD PROTECTION MEDIATION
MEDIATOR CASE FEEDBACK

Mediation Date: Case #:
Name: Multi-Door ID #:
Co-mediator's Name: Wait Time: Waiting For:
Start Time: End Time: Length of Mediation:

Respondent(s) Name(s):

Number of Children in Family:

Case Type: Abuse Physical Abuse Sex Neglect Permanency Other

Indicate parties present at mediation: Mother Mother's Attorney Father Father's Attorney
Guardian ad litem AAG CFSA Intake Social Worker CFSA Ongoing Social Worker
Other, specify

1. Did all essential parties appear for mediation? yes no
If no, who and their relationship to the case

2. Did mediation go forward? Yes No
If no, please explain:

3. Please indicate all family risk factors that were relevant in this case and explain:
Domestic Violence Substance Abuse Mental Illness Mental Retardation

4. OUTCOME(s) OF MEDIATION: (please confer with co-mediator, if applicable)
Stipulation Case Plan Dismissal No Agreement*
Other, specify

*If there is No Legal or No Case Plan, please explain:

5. Overall comments on this mediation or the parties:

THANK

YOU!

*CHILD PROTECTION MEDIATION
AGREEMENT TO MEDLATE*

IN THE MATTER OF:

_____ Docket # _____ Date: _____

Respondent(s)

The mediation session will focus on issues arising out of the case(s) of the above respondent(s).

The mediation session may address any or all of the following matters: parenting plans, paternity, support, educational placement, permanency, and any other services deemed necessary for the well being of the child(ren) and the family.

The mediator(s) provide information about the process, assist everyone with open communication, discuss interests, and explore options without giving legal advice or imposing solutions.

Mediation is a voluntary process that any party or the mediator may end at any time. Mediation is confidential in nature. Information gained during this mediation cannot be used for or against any party when mediation is completed. Confidentiality includes all work products such as notes and conversations that are generated during mediation, as well as documents and reports created for the purpose of the process. However, evidence or information that is otherwise admissible or subject to discovery does not become inadmissible or protected from discovery solely by reason of its disclosure or use in mediation.

Exceptions to confidentiality are new allegations of child abuse or neglect, acknowledged plans by any party to commit a crime of violence, a signed mediation agreement, and other reports as required by program guidelines.

The mediator(s) are neutral. The mediators have conducted a conflict check to be sure that neither s/he nor her/his firm currently represents or has represented any party to this mediation.

If an agreement is reached that requires immediate court acceptance, parties and attorneys shall report directly to the calendar judge or designee immediately following the mediation for the Court's acceptance and signature. Parties without legal counsel are urged to consult with an attorney before signing an agreement.

IN THE MATTER OF:

_____ **Docket #** _____ **Date:** _____
Respondent(s)

By continuing, all parties agree to make a good faith effort to mediate and agree not to subpoena or ask the mediator(s), to testify, communicate with the court about this case or submit written materials to any entity in connection with this case.

If the mediation does not result in an agreement that requires court acceptance, the attorneys shall immediately complete a *Joint Pretrial Statement* before leaving mediation.

Please sign below to acknowledge that the mediation process has been fully explained to you and that you have read and understand this *Agreement to Mediate*.

Signatures:

_____	_____
Mother	Father
_____	_____
Mother's Attorney	Father's Attorney
_____	_____
Guardian <i>ad Litem</i>	Social Worker (Intake)
_____	_____
Assistant Attorney General	Social Worker (Ongoing)
_____	_____
Other/Title	Other/Title
_____	_____
Mediator	Mediator

*CHILD PROTECTION MEDIATION
AGREEMENT TO MEDLATE – PERMANENCY*

IN THE MATTER OF:

_____ Docket # _____ Date: _____
Respondent(s)

The mediation session will focus on issues arising out of the above captioned case.

Mediation is confidential in nature. Meaning information gained during this mediation should not be used for or against any party when mediation is completed. However, evidence or information that is otherwise admissible or subject to discovery does not become inadmissible or protected from discovery solely by reason of its disclosure or use in mediation.

Exceptions to confidentiality are new allegations of child abuse or neglect, acknowledged plans by any party to commit a crime of violence, and the written mediation agreement required for judicial approval.

Parties to this agreement acknowledge that mediation is a voluntary process that they may end at any time. The mediator(s) also reserves the right to end mediation at any time.

Mediator(s) are not advocates – they are neutral. After reading about your case the mediator(s) believe that the subject matter will not affect their impartiality. The mediators have conducted a conflicts check to be sure that neither s/he nor her/his firm currently represents or have represented any party to this mediation.

Parties not represented by counsel are urged to consult with an attorney before signing case documents that affect their rights as a parent.

By continuing, all parties agree to make a good faith effort to resolve all issues and to participate in the process. All parties agree not to subpoena or ask the mediator(s) to testify on behalf of either party, communicate with the court about this case or submit written materials to any entity in connection with this case.

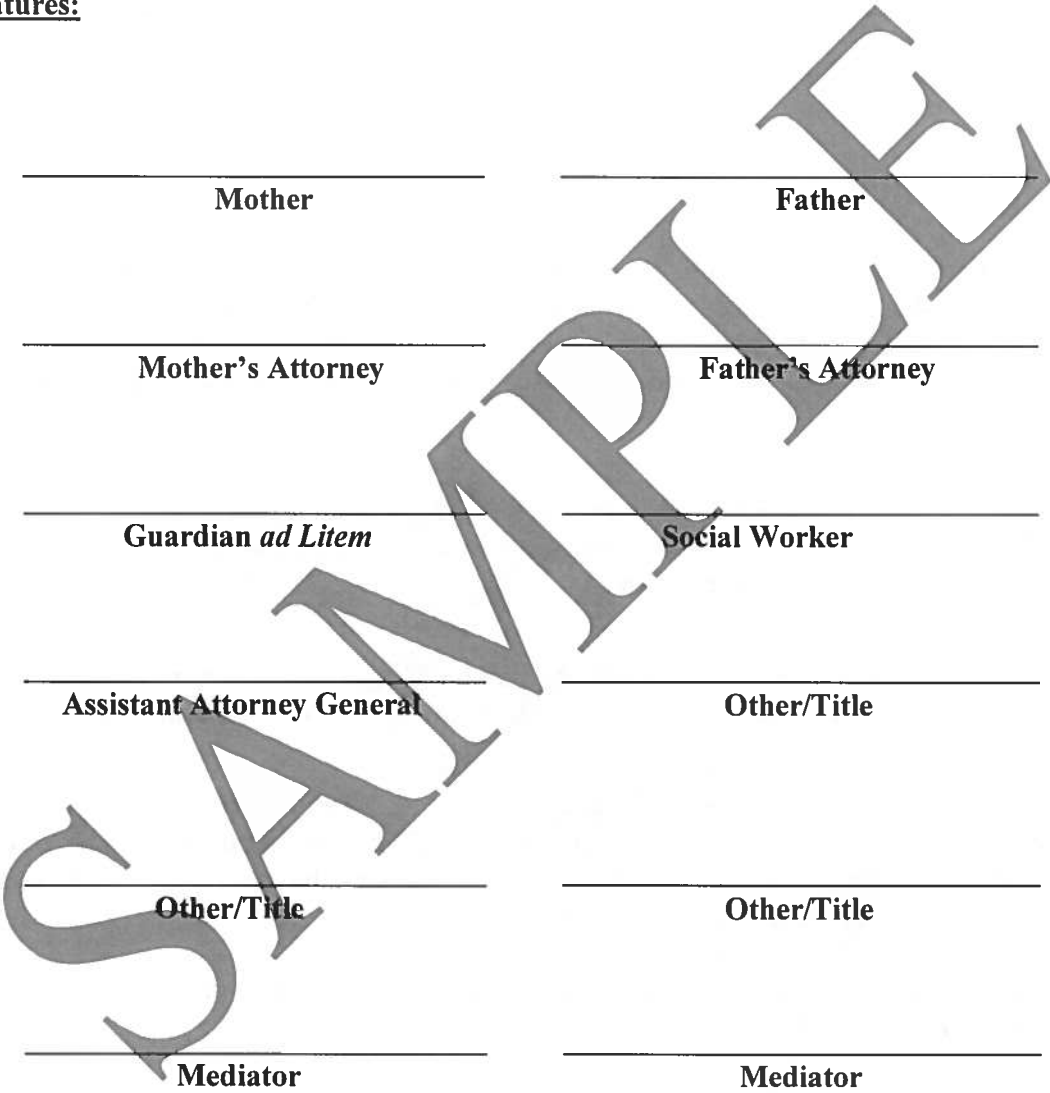
IN THE MATTER OF:

_____ Docket # _____ Date: _____
Respondent(s)

Please sign below to acknowledge that the mediation process has been fully explained to you and that you have read and understand this *Agreement to Mediate*.

Signatures:

_____	_____
Mother	Father
_____	_____
Mother's Attorney	Father's Attorney
_____	_____
Guardian ad Litem	Social Worker
_____	_____
Assistant Attorney General	Other/Title
_____	_____
Other/Title	Other/Title
_____	_____
Mediator	Mediator



**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Multi-Door Dispute Resolution Division
Family Mediation Program
410 E Street, NW, Room 1700
Washington, D.C. 20001**

AGREEMENT TO MEDIATE

This is an agreement by the parties to attempt to mediate certain issues arising out of their relationship. Both parties understand that mediation is a voluntary process which may be ended at any time.

By signing this agreement, both parties indicate their awareness that mediation sessions are confidential, except for allegations of child abuse or neglect or serious threats of bodily harm to anyone. Each party agrees not to subpoena any mediator. In no event will any mediator voluntarily either testify on behalf of either party or submit any type of report to the Court in connection with this case.*

The parties agree to make a good faith effort to discuss the issues with the aid of the mediator and to fully disclose all relevant information. The parties understand that sworn financial statements may be required and that they may be asked to submit recent tax returns. Failure to make full disclosure may invalidate any subsequent agreement or Court decree.

The parties understand that the mediators are not acting as advocates or attorneys for either side. The mediation program recommends that each party obtain an attorney, at least for the purpose of reviewing a proposed agreement prior to signing it.

The parties agree that the mediator has the right to end the mediation at any time if the mediator feels that the case is inappropriate for mediation or that further discussions would not be helpful.

Party

Party

Date

Date

Mediator

Attorney

Attorney

Case Name _____
MD Case No.: _____ Jacket No.: _____

* Fed. R. Evid. 408(a)(2); D.C. Code § 16-4203(b)(2).
02/10/15

Family Mediation

Child Abuse and Neglect Protocol

Mediator Instructions on Reporting Allegations of Child Abuse and Neglect

Provided by:

The Family Mediation Program
Multi-Door Dispute Resolution Division
Superior Court of the District of Columbia

May 2011

Family Mediator Instructions on Reporting Allegations of Child Abuse and Neglect

Mediators should exercise extreme care and sound judgment when addressing allegations of child abuse or neglect with the parties. It is extremely important that the safety of the child (ren) as well as the alleging party be made a top priority when the allegation is made known. It is not the role of the mediator to determine if child abuse or neglect has occurred, but to inform the Program that an allegation has been made. Below are two approaches to addressing such allegations with the Program and reporting to Child Protective Services of DC (CPS):

A. During the Joint Session:

1. If the allegation comes up in the joint session, caucus with the alleging party first.
2. Ask the party for the following to gain more information:
 - The name, age, sex and address of the child subject to the allegations
 - If other children are living in the home
 - The relationship of the alleged perpetrator to the child
 - The nature and extent of the abuse or neglect of the child and any previous abuse or neglect
 - The date and time of the alleged incident
 - The specific address and location of the alleged incident
 - The name and identity of the person responsible for the alleged abuse or neglect
 - Any previous course of action taken to address the allegations (i.e., the involvement of police, hospital or CPS)
3. Caucus with the other party and inform him/her of the situation. Summarize the allegation made and state your duty to report the allegation and not to validate it.
4. After the second caucus, advise the parties of your duty to report this information to the Program and that you will be taking a break. Meet with the case manager or program officer to disclose the details. (NOTE: **DO NOT** call the child abuse hotline. It is program policy that the program staff must report this information to CPS).
5. The Program will advise the mediator whether CPS has accepted the report. If so, resume the joint session and notify the parties that due to the information shared, the Program requires that mediation be terminated until the matter is investigated and closed by CPS.
6. If CPS does not accept the report, resume the joint session and continue with mediation.

Family Mediator Instructions on Reporting Allegations of Child Abuse and Neglect

B. During the Caucus:

1. If the allegation comes up in the caucus, take the time to learn more about the allegation.
2. Ask the party for the following to gain more information:
 - The name, age, sex and address of the child subject to the allegations
 - If other children are living in the home
 - The relationship of the alleged perpetrator to the child
 - The nature and extent of the abuse or neglect of the child and any previous abuse or neglect
 - The date and time of the alleged incident
 - The specific address and location of the alleged incident
 - The name and identity of the person responsible for the alleged abuse or neglect
 - Any previous course of action taken to address the allegations (i.e., the involvement of police, hospital or CPS)
3. Inquire whether the party wishes to disclose this information in the joint session or whether they fear for their safety or the safety of the child (ren).
4. If the party does not wish to disclose while in the presence of the other party or if he/she is in fear, advise them of your duty to report this information to the Program.
5. Meet with the case manager or program officer to disclose the details. (NOTE: **DO NOT** call the child abuse hotline. It is program policy that the program staff must report this information to CPS).
6. The Program will advise the mediator whether CPS has accepted the report. If so, the Program requires that mediation be terminated until the matter is investigated and closed by CPS.
7. Advise the party that the session is being terminated and he/she can leave safely, while you speak with the other party and that you will **NOT** disclose anything that he/she has shared with you. Refer them to speak with program staff if they need a referral for additional resources or if they require an escort from a Court Security Officer.
8. Caucus with the other party and **DO NOT** share the statements of the alleging party.

**Family Mediator Instructions on Reporting Allegations
of Child Abuse and Neglect**

9. Advise the party of your decision to terminate the session and that he/she will be contacted about rescheduling after you have spoken with program staff.

SUGGESTED STATEMENT: *After observing the issues in the case, I know from my experience that mediation can be quite complicated and require a lot of work. So rather than taking up your time and resources, I am terminating today's session. The Program will contact you about rescheduling another session. Thank you for your time and effort today.*

10. Immediately meet with the case manager or program officer to disclose the details. (NOTE: **DO NOT** call the child abuse hotline. It is program policy that the program staff must report this information to CPS).

NOTE: *If CPS does not accept the report, the case manager will contact the parties and mediator about rescheduling the case for mediation.*

Mediators: *Remember to debrief with your case manager or program officer and leave detailed notes in the file for your case manager about the termination.*

Family Mediator Instructions on Reporting Allegations of Child Abuse and Neglect

Signs of Child Abuse and Neglect

Nationally and in the District of Columbia, most reports and substantiations of child maltreatment are neglect, followed by physical abuse and sexual abuse.

Neglect occurs when parents or caretakers do not provide proper supervision, control, subsistence, education as required by law, or other care necessary for healthy development. By itself, lack of financial means to provide for a child is not neglect.

Physical signs may include:

- Poor hygiene.
- Inappropriate or ill-fitting clothing.
- Being left alone or with people unable to provide proper supervision.
- Obvious lack of necessary medical treatment.

Behavioral signs may include:

- Chronic hunger or sleepiness.
- Delayed language development.
- Clinging behavior or development of indiscriminate attachments.
- Frequent complaints of feeling unwell.
- Frequent tardiness or absence from school.

Physical abuse is non-accidental injury of a child by a parent or caretaker.

Physical signs may include: Behavioral signs may include:

- Bruises, welts, or swelling.
- Sprains or broken bones.
- Burns.
- Lacerations or abrasions.
- Bite marks.
- Unexplained or repeated injuries.
- Attempts to hide injuries.
- Difficulty sitting or walking.
- Wariness of physical contact with adults.
- Reluctance to go home.
- Depression or self-mutilation.
- Fear of parent(s) or caregiver(s).

Family Mediator Instructions on Reporting Allegations of Child Abuse and Neglect

CFSA 4/2010

Sexual abuse is exploitation of a child for the sexual gratification of an adult or older child.

Physical signs may include: Behavioral signs may include:

- Difficulty walking or sitting.
- Torn, stained, or bloody clothing.
- Genital pain or itching.
- Sexually transmitted diseases.
- Pregnancy.
- Precocious sexual knowledge or behavior.
- Extremes—hostile and aggressive or fearful and withdrawn.
- Self-mutilation.
- Substance abuse.
- *Running away.*

Family Mediator Instructions on Reporting Allegations of Child Abuse and Neglect

What Happens After a Report?

Hotline workers within CFSA's Child Protective Services (CPS) Administration accept reports that meet the legal definitions of child abuse and neglect in the District of Columbia. They refer people who call about other matters to local services that can meet their needs.

When CPS accepts an allegation of child abuse or neglect for investigation, a trained social worker goes out within two hours in an emergency or within 24 hours for other situations. The goal is to see and talk to the child and other key people, find out what's going on, and protect the child and help the family as needed.

Investigations are confidential, so CPS does not tell the family who called or share results of the investigation with the person who reported. However, CPS does step in promptly to ensure children are safe. That may include referring the family to one of the neighborhood-based Healthy Families/Thriving Communities Cooperatives for service or opening a child welfare case so CFSA can continue helping the child and family over time. In certain circumstances, CPS can remove children from home immediately for their safety—but CFSA must seek approval for that action from DC Family Court within five days.

Each alleged instance of child abuse and neglect in an investigation will have one of three possible outcomes:

- **"Substantiated,"** meaning CPS found convincing proof that the child was abused or neglect.
- **"Inconclusive,"** meaning CPS could not prove or disprove the report.
- **"Unfounded,"** meaning the CPS investigation showed the report was not true.

Under law, when CPS findings are substantiated or inconclusive, CFSA must enter the name of the maltreater in the District's Child Protection Registryⁱ

Family Mediation

Domestic Violence Protocol

Mediator Instructions on Terminating Mediation in Domestic Violence Cases

Provided by:

The Family Mediation Program
Multi-Door Dispute Resolution Division
Superior Court of the District of Columbia

October 2011

When to Terminate Mediation

Mediators should continuously monitor the parties' behavior and interactions during mediation to determine whether the session should be terminated in order to maintain the safety of everyone. In cases where there have been incidences of domestic violence, this is especially true. Below are some indicators that may warrant the termination of mediation:

- a. Physical threats or actual assaults during the session
- b. Admission of fear or intimidation from one of the parties
- c. Request to discontinue or withdraw from mediation from one of the parties
- d. Threatening looks or threatening actions
- e. One party attempting to speak for or control the other party
- f. Non-compliance with mediation ground rules
- g. One party attempting to dominate the session

How to Terminate Mediation

Mediators should exercise great care when terminating mediation where the parties have experienced incidences of domestic violence in their relationship. It is extremely important that the safety needs of the abused party be made a top priority when ending the session. The approach to terminating the mediation will vary depending on the likelihood of the reoccurrence of violence between the parties. Below are two approaches to terminating mediation:

A. Terminating – Immediate Danger (Presence of fear of retaliation):

- Caucus with the abused party
- Advise the party that mediation is not appropriate and will be terminated
- Advise the party that he/she can leave safely, while you speak with the other party and that you will **NOT** disclose anything that he/she has shared with you
- Refer them to speak with Program staff if they need to make a call to the police or require the assistance or escort from a Court Security Officer
- Caucus with the other party, **DO NOT** share statements of the abused party
- Advise the party of your decision to terminate the mediation

SUGGESTED STATEMENT: *After hearing the issues in the case, I have decided to end the mediation. It is my experience that not all cases are able to reach an agreement in mediation and require the assistance of the court in resolving the issues. It is not a failure to “not mediate” and there are no legal repercussions for not doing so. This fulfills your requirement for court ordered mediation. The Program will notify the court that the case is not continuing on in mediation. Thank you for your time and I hope that things do get resolved for you both.*

Mediators: Remember to debrief with your case manager or program officer and leave detailed notes in the file for your case manager about the termination.

B. Terminating – No Immediate Danger:

- Caucus with each party to discuss their willingness and ability to continue
- Reconvene the joint session to discuss the progress of mediation and goal of reaching an agreement
- Advise the parties of your decision to terminate the mediation

SUGGESTED STATEMENT: *After hearing the issues in the case, I have decided to end the mediation. It is my experience that not all cases are able to reach an agreement in mediation and require the assistance of the court in resolving the issues. It is not a failure to “not mediate” and there are no legal repercussions for not doing so. This fulfills your requirement for court ordered mediation. The Program will notify the court that the case is not continuing on in mediation. Thank you for your time and I hope that things do get resolved for you both.*

Mediators: Remember to debrief with your case manager or program officer and leave detailed notes in the file for your case manager about the termination.

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