

**ADR INSTITUTE OF ONTARIO  
PILOT MEDIATION INTERNSHIP PROGRAM**

The ADR Institute of Ontario ("ADRIO") is establishing a structured Pilot Mediation Internship Program. The objective is to allow members who have completed advanced mediation training to obtain practical experience with a supervising mediator.

**THE PILOT MEDIATION INTERNSHIP PROGRAM**

Mediation internship is "a structured practice education program to assist qualified members to acquire real world, hands-on experience under the supervision of a qualified mediator."

This pilot internship program will be offered to qualified members, under the supervision of an experienced practicing mediator. Both supervisors and interns will be members of ADRIO. The internship will provide eighty (80) hours of instruction on at least three (3) cases from start to finish, comprising sixty (60) hours of observation, co-mediation and drafting and twenty (20) hours of debrief, feedback, and reflection on the mediation process and the role of the mediator. Upon successful completion, the intern will be provided with a Certificate of Completion. The Board of Directors of the ADR Institute of Ontario will be recommending to the ADR Institute of Canada (ADRIC) that successful completion of this program will qualify the intern for a new or existing designation.

The fees payable by the intern to the supervisor will be \$2500 for the 80-hour course and a \$200 application fee paid to ADRIO.

The supervisor will pay ADRIO \$200 for the application and orientation fee. This fee will be waived for the pilot project.

**The Interns**

Interns will possess a post-secondary degree, diploma or certificate or educational equivalent and will have completed 80 hours of approved mediation training. This internship will also be of interest to members with experience in one area who wish to expand their practice. A completed internship will contribute to a Qualified Mediator (Q.Med) or Chartered Mediation (C.Med) designation.

**The Supervisors**

Intern supervisors will be practicing mediators with a C. Med or equivalent who have completed at least 10 mediations in the previous year or 100 cases over the course of their careers. The supervisors will provide cases for the intern, or take cases brought by the intern or solicited by ADRIO. Supervisors will attend an orientation and will agree to adhere to the program, complete the necessary forms, and confirm completion of the internship.

To recognize the contribution of intern supervisors, ADRIO will recommend to ADRIC that supervision of an intern will fulfill some or all of the required annual Continuing Education and Engagement (CEE) points for those holding a C.Med designation. The Board of ADRIO will consider a special provincial designation to recognize the intern supervisor's contribution.

## **GUIDELINES FOR INTERNS**

### **Finding your Supervisor**

The intern will:

1. submit an ADRIO program application, including proof of membership in ADRIO and education and training, accompanied by an administration fee of \$200;
2. once accepted by ADRIO, apply to any qualified supervisor on the ADRIO internship supervisor roster;
3. meet with the supervisor and mutually clarify goals, expectations and areas of expertise and determine if the internship will proceed;
4. review the program structure and evaluation process together;
5. confirm that the intern can make a sufficient time commitment to complete the internship in a reasonable time and be available on short notice if required.
6. contract with the internship supervisor, or obtain another supervisor's name from the roster.
7. comply with any additional requirements a supervisor may have.

### **The Internship Process**

The intern will:

1. commit to completing the internship;
2. commit to remaining with a mediation case to completion and be available on short notice;
3. observe and take notes about the process and be prepared to summarize the process observed;
4. draft memoranda, summarizing letters and interim agreements as required;
5. determine with the supervisor if he or she will be an active participant in joint sessions;
6. determine with the supervisor if he or she will be an active participant in individual interviews;
7. provide and receive feedback about a mediation session;
8. prepare a rigorous analysis of one observed case for presentation or evaluation, if required;
9. participate in evaluation, based on Pass/Fail/Excel criteria where the student may require written reasons;
10. maintain confidentiality about all cases and materials;
11. abide by the ADRIO *Code of Ethics* and *Code of Conduct for Mediators*.

## **GUIDELINES FOR INTERN SUPERVISORS**

### **Purpose and Structure**

The purpose of these guidelines is to develop a baseline for supervisors who will provide mediation internships. Minimum structure and guidelines are provided, to allow intern supervisors to model their own style and best practices to their interns.

Two supervisors may share one intern; supervision of an intern will not be delegated, except to a roster supervisor, with the consent of the intern, and one supervisor may have multiple interns. Supervisors must ensure that mediation clients consent to having an intern present. It is also proposed that the supervisor's errors and omissions insurance is in place for supervision of interns, if required.

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## **Finding an Intern**

The supervisor will:

1. complete an application to have his/her name placed on the internship supervisor roster, accompanied by an administration and orientation fee of \$200 (to be waived for the pilot project);
2. meet with the selected intern and mutually clarify goals, expectations, philosophy and areas of expertise and determine if the internship will proceed;
3. upon acceptance of an intern, provide an orientation to his or her setting, practice area and types of cases to be mediated;
4. review the program structure and evaluation process with the intern, including any requirements that are in addition to those required by ADRIQ;
5. confirm that the intern will make a sufficient time commitment to complete the internship in a reasonable time and be available on short notice;
6. contract with the intern;
7. if not to proceed, refer the intern to the roster.

## **Skills and Processes to be Covered**

1. Screening prospective clients for capacity to mediate, power imbalances, domestic violence and appropriateness of mediation;
2. Designing the best mediation process and approach, including persons to be included, caucus or joint sessions, ground rules, more or less directive approach, necessary experts, professionals required, working with multi-party issues;
3. Explaining the process to clients;
4. Understanding Agreements to Mediate, Retainer Agreements, Progress Reports and Memoranda of Understanding;
5. Demonstrating effective questioning, pacing, active listening, reframing and other skills used to understand goals, interests and needs of the parties;
6. Understanding and handling ethical and legal issues, including privacy and confidentiality and the difference between legal knowledge and legal advice;
7. Generating options with clients and helping them to move to an agreement while preserving client autonomy and decision making;
8. Managing difficult or emotionally laden conversations;
9. Handling cultural differences including gender, life-stage, economics, personality and communication-styles, between parties and between the mediator and the parties;
10. Helping parties to assess process options if they cannot settle;
11. Understanding mediation file administration and management;
12. Assigning rigorous analysis and self-reflection to one case observed or mediated by the intern.

## **Guidelines for the Teaching Method**

Regardless of the process selected, intern supervisors will:

1. encourage self-reflection and feedback about processes set out above;.
2. assign and review the case analysis set out above;
3. assign Pass/Fail/Excel evaluations during the course of the internship and at the conclusion, giving written reasons based on 1 to 12 above.

## **CONTRACTING FOR THE INTERNSHIP**

### **The parties agree, among other terms, as follows:**

1. The Agreement may be terminated by either party on 15 days notice, or the intern assigned to another Qualified Supervisor with her/his consent, and the Intern will be refunded the proportional amount of her/his internship fee paid to the Supervisor.
2. If an Intern disputes an evaluation by her/his Supervisor, an appeal lies to ADRIO, who shall appoint a 3-person panel of qualified members who are not members of the Internship Committee to finally decide the appeal.
3. If a dispute arises between the parties on any other issue under this agreement, the parties will first attempt to settle the dispute with the assistance of a member appointed by ADRIO, who is not a member of the Internship Committee, and if not settled, to a single member who is not a member of the Internship Committee, whose decision will be final and binding on the parties.
4. The parties acknowledge that ADRIO has no liability concerning the performance of this agreement by either party and is not a party to the agreement between the supervisor and intern.