

**IDAHO MEDIATION ASSOCIATION**  
**Policies & Procedures**

Adopted by the Board of Directors  
Effective May 15, 2023

**AUTHORITY OF DOCUMENT**

Recognizing the need for certain policies and operating procedures not covered by the Bylaws of the Idaho Mediation Association (hereinafter referred to as “IMA” or “Association”), IMA has adopted the following Policies and Procedures, which shall remain in full force and effect until amended or repealed by the IMA Board of Directors.

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**POLICY 1**

**BOARD OF DIRECTORS’ CODE OF CONDUCT**

Officers and board members of IMA, upon taking office, are expected to sign and follow a Code of Conduct, in substantially the form set forth below:

The Idaho Mediation Association Board of Directors sets policy for the organization; ensures that it is operated in a legal, ethical and professional manner; and raises funds for its operation. Collectively, the board has direct authority over the staff member who implements the policies, programs and fundraising plans approved by the board.

Regularly scheduled board meetings are held the first Tuesday of every month from 4:00 – 5:00 p.m. In addition, board members are requested to attend the annual conference and other major events sponsored by the Idaho Mediation Association.

As an individual board member of the Idaho Mediation Association, I understand that I have legal, ethical and fiduciary responsibility to ensure that the Idaho Mediation Association does its best in pursuit of fulfilling its mission and goals. In commitment, I will:

- \_\_\_\_\_ Read the Idaho Mediation Association Articles, Bylaws, and other governing documents;
- \_\_\_\_\_ Attend all regularly scheduled board meetings insofar as possible, having read my packet ensuring that I am informed about the issues to be considered at the meetings. I understand that the board may declare vacant the office of any director who has failed to attend four (4) or more meetings of the Board in any calendar year;
- \_\_\_\_\_ Understand that the board makes decisions as a team. Individual board members may not commit the board to any action;
- \_\_\_\_\_ Be open, fair and honest – no hidden agendas, and respect the right of other board members to have opinions and ideas which differ from mine;
- \_\_\_\_\_ Make all decisions based on the available facts and my independent judgment, and refuse to be influenced by special interest groups;
- \_\_\_\_\_ Recognize that decisions are made by a majority vote and should be supported by all board members;
- \_\_\_\_\_ Keep abreast of important developments in conflict resolution trends, research and practices;
- \_\_\_\_\_ Understand the chain of command and refer problems or complaints to the proper administrative office while refraining from communications that may create conditions of bias should a concern ever rise to the attention of the board as a hearings panel;

\_\_\_\_\_ Respect the right of the membership to be informed about association decisions and operations;

\_\_\_\_\_ Understand that I will receive information that is confidential and cannot be shared;

\_\_\_\_\_ Give staff the respect and consideration due skilled, professional employees and support the employment of those best qualified to serve as association staff, while maintaining regular and impartial evaluation of all staff;

\_\_\_\_\_ Refuse to use my board position for personal or family gain or prestige. I will announce any conflicts of interest before board action is taken; and

\_\_\_\_\_ Remember always that my first and greatest concern as a board member must be the welfare of the Idaho Mediation Association.

Director Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **POLICY 2**

### **CONFLICT OF INTEREST**

Officers and board members of IMA, upon taking office, are expected to sign and follow a Conflict of Interest statement, in substantially the form set forth below:

**You must follow this Conflict of Interest policy whenever you are acting as an Officer or Director of the IMA, or as a member of an IMA committee.**

You must act at all times in the best interests of the IMA, and not for personal or third-party gain or financial enrichment. Whenever you suspect a potential conflict of interest, you must identify the potential conflict at the outset of any discussions and, as required, remove yourself from all discussion and voting on the matter.

[Note: when a board or committee member recuses themselves because of a conflict of interest, this does not affect the computation of a quorum.]

Specifically, you must avoid placing (and avoid the appearance of placing) your own self-interest or any related third-party interest above that of the IMA. While some incidental benefit may necessarily flow from some IMA activities, such benefit must be merely incidental to the primary benefit to the IMA and its purposes.

You must not:

- Abuse your status as a representative of the IMA by improperly using the Association's staff, services, equipment, materials, resources, or property for your personal or third-party gain or pleasure.
- Tell anyone that your authority within the IMA extends any further than it actually extends.

- Engage in any outside business, professional or other activities that would directly or indirectly materially adversely affect the IMA.
- Solicit or accept gifts of any kind from any person or entity as a direct or indirect inducement to provide special treatment to that person with respect to matters pertaining to the IMA without fully disclosing such items to the Board of Directors.

You must obtain approval from the Board before you agree to provide goods or services to the IMA as a paid vendor.

Director Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### **POLICY 3**

## **STANDARDS OF PRACTICE FOR IDAHO MEDIATORS**

### **Preamble**

Mediation is a process by which a neutral third party facilitates the resolution of conflict between two or more parties. Mediators must be qualified and impartial. Decision making authority rests at all times with the parties. The parties should have clear and sufficient information so that they can make informed decisions. A mediator facilitates the clarification of interests and exploration of alternatives. The mediator does not make decisions for the parties. A mediator's role is to raise questions for consideration by the parties including questions of fairness and feasibility of settlement options.

A mediator's function is distinct from the role of legal advisor, representative or therapist. The mediation process is distinct from processes involving arbitration, litigation, evaluation or recommendation.

These standards are intended to assist and guide public, private, voluntary and mandatory mediation. It is understood that the manner of implementation and mediator adherence to these standards may be influenced by variations in local law, court rule, or standards of other professions.

The Idaho Mediation Association views these standards as minimum standards that can reasonably be expected of mediators holding certificates issued by the Association. Mediators who are not Idaho Mediation Association certified are encouraged to abide by these standards when acting in a meditative capacity.

### **A. Facilitating the Process**

1. *Educating Parties about Mediation.* A mediator has a duty to educate parties about the mediation process so that parties understand the differences between mediation, arbitration, and other forms of conflict resolution, as well as therapy, counseling, or legal representation.

2. *Appropriateness of Mediation.* A mediator has a duty to assess the parties' willingness and ability to mediate. A mediator will help the participants evaluate the benefits, risks and costs of mediation and the alternatives available to them. If mediation is inappropriate,

the mediator must decline to mediate and suggest parties seek another conflict resolution process. This is a continuing and on-going duty of the mediator.

3. *Responsibility to Absentee Parties.* A mediator will make reasonable effort to assist the parties to consider the interests of absentee parties who are not being represented in the mediation process but will be affected by the subsequent outcome.

4. *Identification of Issues.* A mediator has a duty to gather information from the parties and assist them to mutually define and agree on issues to be addressed in the mediation.

5. *Duty to Disclose.* Prior to the mutual agreement to commence, the mediator must disclose to parties any biases or strong views relating to the issues to be mediated. This is a continuing and ongoing duty of the mediator. A mediator has a duty to assess his or her own ability and willingness to undertake mediation with the particular parties and the issues to be mediated. The mediator shall disclose experience, training and any allegiance to participating parties.

6. *Disclosure by the Parties.* A mediator will insist upon disclosure of relevant information in the mediation process. If the mediator believes the parties are not acting in good faith, he or she may suspend or terminate the process.

7. *Procedures.* A mediator should reach an understanding with the parties regarding the procedures to be followed in mediation. This includes but is not limited to the use of joint or separate sessions, caucus, confidentiality, involvement of additional parties, legal services, and conditions under which mediation may be terminated. The mediator and parties must define the rules by which the mediation is conducted. The duties and responsibilities of each participant should be clear.

The parties should understand that they (individually or collectively) or the mediator has the right to voluntarily suspend or terminate the process at any time.

8. *Costs and Fees.* A mediator has a duty to explain fees for payment of services. Mediation is not based on contingency fees or percentages of the outcome of the settlement. When setting fees, the mediator assures that they are explicit, fair, reasonable and commensurate with services to be performed. Any unearned fees will be promptly returned to participants.

No commissions, rebates, or similar forms of remuneration are given or received for referral of clients for mediation services.

9. *Independent Legal Counsel.* Mediators should encourage parties to seek independent legal counsel during the process, if appropriate, and will inform the parties that mediation is not a substitute for legal counsel.

## **B. Confidentiality**

1. *Exchange of Information.* A mediator has a duty to foster the confidentiality of the process unless all parties agree to share information under specific circumstances.

2. *Duty to Report.* In relevant cases, a mediator must inform the parties that he or she is compelled by law to report to appropriate authorities information about child abuse, neglect or abandonment. Mediators are strongly encouraged to report to the appropriate authorities threat of injury to self or others, and must report if required to do so by other professional standards.

3. *Legal Testimony.* A mediator will refrain from testifying at court proceedings without the consent of all parties. However, the mediator should explain to the parties that he or she may be compelled to testify as a result of judicial rule.

4. *Storage and Disposal of Records.* A mediator has a duty to store and dispose of records in a confidential and professional manner.

5. *Release of Information.* A mediator shall obtain mutual written consent of parties prior to release of information to others. When records concerning mediations are used for research or training purposes, the mediator will maintain participant confidentially and render anonymous all identifying information.

### **C. Impartiality**

1. *Prior Relationships.* A mediator will disclose to the participants any prior affiliations he or she may have with parties prior to the start of mediation. If prior services have been provided to any of the participants, mediation will not proceed until the relationship has been discussed, the role of the mediator has been made distinct from the earlier relationship, and the participants voluntarily agree to proceed with mediation.

2. *Post-Mediation Relationships.* A mediator should be aware that post-mediation professional or social relationships may compromise the availability of the mediator as a neutral third party.

3. *Independence of Mediator from Other Professional Roles.* A mediator who is an attorney, mental health, or other professional shall not represent or counsel either party during or after the mediation process in matters pertaining to the instant mediation. The mediator should refer these issues to appropriate outside resources.

4. *Conflict of Interest.* The mediator will have no financial or other interest in the outcome of the mediation other than the agreed upon fee arrangement. A mediator must disclose any circumstance to the participants that might cause a conflict of interest.

5. *Promotion of Understanding.* The primary responsibility for the resolution of the dispute rests with the participants. The mediator has a duty to assist the participants in reaching an informed and voluntary settlement. At no time should a mediator coerce a party into agreement or make a substantive decision for any participant. The mediator will promote understanding and will assist the parties in disclosure of relevant information prior to reaching agreement. The mediator may recommend that parties obtain expert consultation when additional knowledge or understanding is necessary.

6. *Providing Professional Advice.* A mediator may provide information where qualified by training and experience. The mediator should only provide an interpretation or advice based upon the mediator's area(s) of expertise.

#### **D. Concluding Mediation**

1. *With Agreement.* When participants reach mutual agreement, the mediator will discuss the process for formalizing and implementing the memorandum of understanding. When partial agreement is reached, the mediator will discuss the procedures available to resolve the remaining issues.

2. *Without Agreement.* If the mediator determines that the parties are unable or unwilling to participate in meaningful discussion or if they reach impasse the mediator should terminate the process. If the process is terminated the mediator may assist the parties in determining the next step and may refer them to other appropriate resources.

#### **E. Publicity and Advertising**

1. *Truth in Advertising.* A mediator will not make false or misleading statements regarding his or her own abilities and qualifications, or about the mediation process and its costs and benefits.

#### **F. Professional Relationships**

1. *Relationships with other Mediators.* In situations where more than one mediator is participating, each has a duty to keep the other informed of developments essential to a cooperative effort.

2. *Relationships with other Professionals.* A mediator should respect the complementary relationship between mediation and legal, mental health, and other social and medical services and should promote cooperation with other professionals.

#### **G. Training and Continuing Education**

1. *Training.* A mediator has a duty to acquire substantive knowledge and procedural skill in conducting the basic mediation process as well as areas of specialization.

2. *Continuing Education.* A mediator has a responsibility to participate in continuing education and ongoing professional growth. A mediator is encouraged to join with other mediators and members of related professions to promote professional development.

#### **H. Advancement of Mediation**

1. *Mediation Service.* A mediator is encouraged to provide some mediation service in the community for a nominal or no fee and to act as a mentor for others who are entering the profession.

2. *Promotion of Mediation.* A mediator has a duty to promote the advancement of mediation by encouraging and participating in research, publishing or other forms of professional and/or public information and education.



## **POLICY 4**

### **ACCESS TO ASSOCIATION RECORDS**

The records of the Association must be open and available to the membership for inspection and copying, provided however:

- A. The following information is available only to the Board of Directors:
  - 1. Attorney-client privileged work;
  - 2. Subsidiary agreements for technology and other services.
  
- B. The following information is available only to the Board of Directors and/or Association staff, as appropriate:
  - 1. Software license numbers; and
  - 2. Staff personnel files, including performance evaluations.

## **POLICY 5**

### **RECORDS RETENTION POLICY**

The Association's records will be maintained electronically and stored either on an internet storage site or on the Association laptops, backed up to "the cloud", for the following time periods:

**Correspondence (Routine):** *Retain for 1 year and then destroy.*

- 1. Membership letters
- 2. E-mails (*not sent through association management system (AMS)*)
- 3. E-mails and e-mail logs sent through AMS: *Permanent*
- 4. General correspondence

**Budget and Financial Reports:** *Permanent – retained as part of Quickbooks software.*

**Accounting Documents:** *Retain for 7 years and then destroy.*

- 1. Tax returns
- 2. Bank statements, deposit slips, and cancelled checks (*available for 7 years through bank website*)
- 3. Payroll records
- 4. Receipts for IMA expenses

**Contracts:** *Retain for 7 years after last payment or contract termination, then destroy.*

- 1. Professional services contracts
- 2. Leases

**Employee Personnel Files:** *Retain for 3 years after date of separation, then destroy.*

**Publications:** *Permanent – retained as part of AMS.*

- 1. Newsletters

2. Web pages

**Governance Documents:** *Permanent – retain electronically.*

1. Articles of Incorporation
2. Annual corporation filings (*now made electronically on Secretary of State website*)
3. Bylaws (all versions)
4. Written policies and procedures
5. Board of Director meeting minutes
6. Annual meeting minutes
7. Audit reports
8. Treasurer reports (if separate from financial reports above)
9. Committee minutes and reports

**Membership Documents:** *Permanent – retained as part of AMS)*

1. Membership applications
2. Contact information
3. Financial records
4. Conference attendance
5. CEU hours obtained

**CPM Documents:**

1. Applications (approved), certificates, and approval letters: *Retain for 3 years from expiration date of CPM status and then destroy*
2. Applications (denied) and denial letters: *Retain for 1 year from date of denial and then destroy*
3. CPM tracking spreadsheets: *Permanent – retain electronically*
4. CEU approval tracking spreadsheets: *Permanent – retain electronically or as part of AMS*
5. CEU applications: *Retain for 3 years from application date and then destroy, unless included in CPM member file*
6. Grievances: *Retain for 3 years from expiration date of membership status and then destroy*

**Certified Training Documents:**

1. Applications (approved) and approval letters: *Retain for 1 year from certification expiration date and then destroy*
2. Applications (denied) and denial letters: *Retain for 1 year from date of denial and then destroy*
3. Certified training tracking spreadsheets: *Permanent – retain electronically*

**Conferences & Events:** *Permanent – retain electronically or as part of AMS*

1. Brochures and fliers
2. Speaker information
3. Venue contracts
4. Registrations and payments

**Miscellaneous:** *Retain until end of fiscal year and then destroy.*

1. Ballots, nominations, and declarations of candidacy

**Association Management System Database:** *Permanent – retain electronically.*

**Zoom Recordings:** *Retain as part of Zoom online account cloud storage.*

1. Committee meetings: *Retain for 1 year – then destroy*
2. Board of director meetings: *Retain for 1 year – then destroy*
3. Annual membership meetings: *Retain for 1 year – then destroy*
4. Conferences: *Retain for 3 years – then destroy*

## **PROCEDURE 1**

### **BUDGET**

**Section 1.** The Treasurer must annually prepare a proposed budget and schedule of Association dues and fees for consideration by the Board of Directors. On or before December 31 of each year, the Board of Directors must adopt an annual budget for the following fiscal year, including a budget for estimated travel expenses and a schedule of dues and fees.

**Section 2.** Each annual budget must include a line item to cover the annual cost of a policy of Directors & Officers liability insurance.

**Section 3.** The Treasurer and Association staff, if any, must manage expenditures so that the total of all expenditures does not exceed the total dollar amount budgeted for expenses each fiscal year. Budgeted limits for an expense line item may not be exceeded by more than ten percent (10%), and personnel services line items may not be exceeded by any amount.

**Section 4.** Should circumstances make budgeted limits for expenses or budgeted goals for income unmanageable, the Treasurer in consultation with Association staff must make appropriate recommendations to the Board of Directors for consideration. The Board of Directors may transfer funds within budgeted categories and may create new budget categories to allow for the expenditure of funds for any projects or expenses not envisioned at the time of the approval of the annual budget.

**Section 5.** Any member request for financial information not already routinely distributed, and/or any request for financial information presented in greater detail than already routinely made available to members must go before the Board of Directors for consideration. The Board of Directors will assess the request toward the accomplishment of the Association's objectives and priorities, as well as the administrative burden of researching and preparing such information, and will approve or deny any such request(s) on the basis of those factors. Provided, that any member of the Board of Directors or the Treasurer may obtain any financial information requested without requiring approval by the Board of Directors.

## **PROCEDURE 2**

### **OPERATING, RESERVE AND OTHER FUNDS**

**Section 1.** The Board of Directors may adopt policies for the holding and/or investment of Association monies, including operating funds, reserve funds, “research and education” grant funds and “endowment” funds. The Board should see that these policies are reviewed periodically to ensure that they are appropriate for the Association’s needs and the financial marketplace of the time.

**Section 2.** The Treasurer must assess the cash-flow cycles of Association business and, if appropriate, identify various segments of Association funds as “operating funds” and “reserve funds” for the purposes of selecting the appropriate method of stewardship for the funds in accordance with adopted policies. The Association should endeavor to accumulate and maintain fund balances (to include operating funds and reserve funds) using as a benchmark the average of the previous three fiscal years’ expenses in order to withstand unforeseen budget shortfalls, provide start-up capital, to allow for replacement of furniture and equipment and/or to weather any other emergency need for funds.

## **PROCEDURE 3**

### **BANKING AND DAY-TO-DAY FINANCES**

The Treasurer and Association staff, if any, must work together to fulfill the day-to-day financial needs of the Association by ensuring the Association’s obligations are paid, deposits made, and tax and corporate filings submitted in a timely manner. The Treasurer and Association staff must each serve as back-up to the other in the performance of the following duties.

**Section 1.** The Treasurer will have primary responsibility for collecting checks from the post office box and depositing same into the Association’s bank account on a regular, timely basis, and for ensuring the Association’s bills are paid in a timely fashion. An Association member who incurs an expense on behalf of the Association is entitled to reimbursement only if the expense was pre-approved by the Treasurer or Board of Directors, and actual documentation of the expense in the form of a receipt or other proof of payment is submitted to the Treasurer.

**Section 2.** No expenditure which has not been previously approved as part of the Association’s budget or travel budget, or which exceeds a budgeted line item by more than ten percent (10%), must be made without pre-approval of the Board of Directors.

**Section 3.** The Association holds a bank debit card which must be in the possession of the Treasurer. One or more additional bank debit cards may be held by Association staff, the President, Vice President, or another Officer or Director as the Board of Directors may determine. The debit card may be used only for expenditure of Association funds for Association business, as authorized in the approved annual budget and travel budget. Under no circumstances must the debit card be used to purchase any meals or gasoline without the pre-approval of the Treasurer or President. Anyone holding an IMA bank debit card must be responsible to safeguard the debit card and promptly notify the bank if the card is lost, stolen, or compromised.

**Section 4.** The Treasurer, President, and Vice President or Administrator will be authorized to sign checks on behalf of the Association and may have access to the Association’s online banking and the Quickbooks company file.

**Section 5.** The Treasurer will have primary responsibility for timely preparing payroll for Association employees, and submitting all payroll-related tax deposits, tax returns, and worker’s compensation payments.

**Section 6.** The Treasurer will have primary responsibility to prepare and timely submit the Association’s annual Form 990 and the annual corporation report to the Secretary of State.

#### **PROCEDURE 4**

##### **TRAVEL BUDGET**

**Section 1.** The Association must budget for and may pay the reasonable expenses of Association officers, board members, and staff to travel for the purpose of managing the Association and its programs as appropriate to further the Association’s objectives, in accordance with this policy.

**Section 2.** A proposed travel budget must be included as part of the annual budget and submitted to the Board of Directors for approval. The travel budget must identify anticipated travel events for the upcoming fiscal year. Decisions regarding travel should be made with consideration for their financial impact, and the purpose of the travel must fall within the Association’s mission and strategic plan. Expenses not pre-authorized and deviations from the Travel Reimbursement Policy may be approved by the Board of Directors.

#### **PROCEDURE 5**

##### **TRAVEL REIMBURSEMENTS**

###### **Definitions:**

“Per diem” is defined as the reimbursement for meals, meal gratuities, and fees and tips given to porters, baggage carriers, bellhops, hotel maids, stewards or stewardesses on ships, and hotel servants in foreign countries.

**Section 1.** Approval of Travel Expense: Travel expense vouchers for Association staff must be approved for payment by both the President and Treasurer. The Vice President may approve Association staff travel expense vouchers if either the President or Treasurer is unavailable to do so.

**Section 2.** Allowable Expenses: Payment of travel expense by IMA is limited to costs authorized in these policies and procedures. Allowable expenses include those incurred in completing Association-related assignments. Before being reimbursed, verified receipts of the expenses must be provided to the Association Treasurer or other designated individual.

**Section 3. Expenses Not Allowable:** The following will not be paid or reimbursed by IMA:

- a. Expenses of a personal nature incurred for the convenience of the traveler.
- b. Alcoholic beverages.
- c. Gratuities and tips not reimbursed as part of a per diem allowance.
- d. Expenses for spouse or partner travel.

**Section 4. Mode and Route of Travel:** Travelers must use the most practical and economical mode of travel from the standpoint of time and expense.

**Section 5. Travel by Public Transportation:** Reimbursement for travel by common carrier, including vehicle rentals, will be limited to the lowest cost means of travel unless it is impractical or not available.

a. All original receipts for travel by common carrier must be attached to the travel expense voucher. This includes boarding fees at airports which are considered part of the airline ticket expense. Additional fees such as baggage fees, mileage surcharges and other miscellaneous fees may also be reimbursable to the traveler, provided that the same were necessary for Association service.

b. An explanation must be attached to the travel expense voucher when a traveler is authorized to use a private conveyance in preference to the common carrier and is claiming an amount equivalent to the common carrier fare. The explanation must include destination, actual departure and return dates, and hours which would have been incurred by the use of the common carrier.

**Section 6. Use of Privately-Owned Automobile, Aircraft, or Other Conveyance:** The use of privately-owned automobiles, aircraft, or other conveyances may be authorized whenever it is more practical or beneficial to the Association's mission than transportation by common carrier. Privately-owned conveyances must be covered by public liability and property damage insurance. The cost of transportation by private conveyance will be paid at the U.S. federal mileage rate listed at [irs.gov](https://www.irs.gov) and in effect at the time of travel. Allowable mileage must be computed according to Google Maps, Mapquest, Rand McNally Atlas, or other reliable mileage map.

**Section 7. Lodging Expenses:** The actual cost of lodging, including required fees, plus applicable tax will be reimbursed to the traveler at the single rate. Original receipts for all lodging must be attached to the travel expense voucher for reimbursement. Any exception to this policy must have supporting documentation attached to the travel expense voucher.

**Section 8. Meal Expenses Allowable:** In lieu of providing actual receipts or other supporting documentation, travelers will receive a full or partial day per diem reimbursement for all official travel which mandates an overnight stay. The daily per diem rate will be reimbursed at the rate listed on [gsa.gov](https://www.gsa.gov). The partial per diem rate for beginning and ending days of travel will be at 75% of the listed daily per diem rate. Complimentary meals, including continental breakfast provided by a hotel and meals provided by common carriers, will not be deducted from the per diem allowance to be paid.

**Section 9. Miscellaneous Expenses:** With supporting documentation, expenses for certain miscellaneous items are reimbursable if incurred by a traveler in conducting official Association business. Necessary miscellaneous expenses for which receipts may not be available may be reimbursed upon certification by the traveler. Such miscellaneous expenses typically include:

- a. Taxi, Uber or similar service, or bus fares to and from depots, airports, and hotels, and other ground transportation costs necessary to conduct official Association business. The traveler should obtain a receipt showing the actual cost of the service provided.
- b. Telephone calls and in-room internet service, except that hotel phone charges will not be reimbursed absent a showing of an emergency or other extenuating circumstances.
- c. All business-related expenses, including fax services, postage, stationery, or other supplies if such were necessary for the transaction of Association business.
- d. Registration fees which are required as admittance or attendance fees for official participation in conferences, conventions, or other meetings.
- e. Expenses not specifically described in these policies and procedures as an allowable expense, but which nevertheless are necessary in the performance of official Association business.

## **PROCEDURE 6**

### **DUTIES OF THE ADMINISTRATOR**

**Section 1.** The Administrator must administer the resources of the Association in compliance with applicable commercial, corporate and revenue codes and the governing documents of the Association. The Administrator must work with the Treasurer to prepare a proposed budget each year to submit to the Board of Directors. The Administrator must give a report at every Board of Directors meeting concerning the affairs of the Association.

**Section 2.** The Administrator may retain and manage additional staff and enter into agreements for services with independent contractors and vendors, within the constraints of the approved budget and as necessary for the support of the Association and its Programs. A committee who relies on the services of an independent contractor must be given access to the Association's contract with that individual in order for the work group to evaluate the scope of services provided and to accurately assess program expenses. A roster of staff positions, independent contractor agreements and the related compensation schedule must be presented, annually, as part of the budgeting process to the Board of Directors. For fulltime employees, the Administrator must be responsible for maintaining an Employee Handbook that must include, but not be limited to, employee job descriptions; hours/location of employment; employee benefits and leave considerations; and office policies. Said Handbook must be approved by and subject to periodic review by the Board of Directors.

**Section 3.** The Administrator must be responsible to assist the Secretary in taking and maintaining minutes of all meetings of the Board of Directors and the general membership; assist the Conference Committee in developing conference programs and oversee meeting planning functions of the Association as directed by the Board of Directors; conduct the official correspondence of the Association; assist and support the Board of Directors in strategic planning; assist the Board of Directors and committees, or an ad hoc subcommittee of any of those groups;

facilitate communication among the members and public by ensuring the Association's website is properly maintained and promptly updated; and collect and preserve those records and materials of the Association necessary to preserve the history of the Association.

**Section 4.** The Board of Directors must develop and maintain a current job description for the Administrator. The President, in consultation with the Board of Directors, must annually review the performance and duties of the Administrator and, based on that review, make appropriate compensation recommendations to the Treasurer for inclusion in the annual budget. The Administrator may appeal an adverse personnel action to the Board of Directors.

## **PROCEDURE 7**

### **COMMITTEES**

Section 1. Standing Committees. The Association will have standing committees as set forth in the Bylaws. Standing committees may meet at any time with reasonable notice, at the discretion of the Chair.

In addition to the duties enumerated in the Bylaws, the President may appoint a subcommittee or direct a standing committee to assist the Board of Directors in reviewing and evaluating action items in the committee's area of responsibility.

Section 2. Communications and Fundraising Committee.

- responsible for the communications and fundraising for the IMA, including website, newsletter, and social media.

Pursuant to Article 5.13 of the Bylaws, officers, board members, and their representatives must not enter into agreements affecting the Association's finances without first receiving the approval of the Board of Directors.

Section 3. Events Committee.

- plan and execute the IMA annual meeting and conference
  - identify and plan continuing education opportunities
- A. IMA annual meeting and conference:**
- develops annual conference themes and programs
  - identifies conference dates and venues
  - negotiates venue contract for approval by the Board of Directors
  - coordinates presenters, volunteers and services
  - ensures a minimum of 10 CEUs per conference
  - submits education programs to the Idaho State Bar for certification of CLE hours
  - establishes registration fees and partnership opportunities
  - solicits conference partners



- creates conference literature and associated social media marketing for promotional purposes
- manages conference revenues and expenditures ensuring that a net profit is generated for the conference in accordance with the approved budget
- ensure annual meeting notice is prepared and timely disseminated to the membership in accordance with the Bylaws

**B. Cancellation policy for conference registrations.** Requests to cancel and refund conference registration fees must be submitted in writing to admin@idahomediationassociation.org. Refunds will be made as follows:

Cancellation request received 20 days prior to the conference	100% refund
Cancellation request received 5 to 19 days prior to the conference	50% refund
Cancellation request received less than 5 days prior to the conference	No refund

Refunds for cancellations due to illness, injury, death or emergency will be considered on a case by case basis by the IMA Board of Directors.

Section 4. Governance Committee.

- facilitate the development and maintenance of bylaws and governance guidelines (aka policies and procedures) for the Association
- provide the tools to improve Board performance; for example, training and board assessments
- facilitate thoughtful and planned recruitment and retention of exceptional Board members
- manage Board elections
  - develop call for nominations for officer/director positions and disseminate to membership at least 45 days prior to opening of the election
  - review nominations for officer/director positions to ensure candidates meet qualifications as specified in the Bylaws
  - prepare required notices and provide to the Administrator for e-mailing to the members in accordance with established deadlines
- a. Electronic elections:
  - develop electronic ballots in Election Buddy or similar secure election software
  - conduct electronic elections so they are open for a minimum of 7 days
  - verify and report election results to Board of Directors
- b. Live elections:
  - prepare paper ballots
  - distribute and collect completed ballots
  - tabulate ballots and report election results to presiding officer

## **Procedure for Calling the Annual Directors and Officers Election.**

This Governance Committee procedure describes how to call and administer the annual Officers and Directors election. All actions will be performed by the Governance Committee or one of its members unless otherwise specified.

A. Preparation. At a Governance Committee meeting before August 15<sup>th</sup>, the committee must:

1. Decide on the electronic voting system to be used for the election.
2. Confirm the positions open for election in the current year.
3. Decide on a timetable for the election that is consistent with the current IMA bylaws, and that specifies:
  - when the call for nominations is sent to members
  - the closing time and date for members to submit nominations
  - the opening and closing dates and times for members to vote in the election.
4. Review the nomination form and select a volunteer to make any necessary changes.
5. Select a volunteer to write the notice announcing the election to be sent to members and posted on the website.

Committee members will review and edit the form and notice via email.

B. Calling for nominations. The Chair of the Governance Committee will coordinate with the Administrator to organize the posting of the Call for Nominations on the IMA website and the mass email of the notice and nomination form to the current IMA members, on the date selected at the earlier meeting.

C. Calling the election. At a Governance Committee meeting to be held within one week of the nomination period closing, the committee must:

1. Review the nominations received to confirm that the candidates satisfy the requirements detailed in the IMA bylaws.
2. Select a volunteer to create the election on the chosen election platform. This person will coordinate with the Administrator to obtain the list of eligible voters and to pay for the election.
3. The other committee members will be available to review the election setup.
4. If the chosen election platform does not send out an election notice, the committee will select a volunteer to write an election notice to be sent to members when voting commences.

D. Announcing the results. This section assumes that the election will proceed without committee intervention once set up in the chosen platform, and that the results as given by that platform can be accepted as stated. Therefore, at the closing of the ballot, the committee Chair will email the results to the IMA President and Secretary.

E. Exceptions. In the event there are no qualified candidates nominated for an open position during the election process, the Board may fill the open position by appointment as provided in the Bylaws.

F. Tie Votes. If the result of any member vote is a tie, the tie will be broken by a majority vote of the Board.

#### Section 5. Standards and Practices:

A. Develop recommendations for standards and practices guidelines for the Association.

The committee will meet as needed to fulfill the task of recommending standard and practice guidelines.

B. Certify professional mediators in Idaho based on Board-approved guidelines.

The committee must be comprised of not more than five (5) members, who must be Certified Professional Mediators (CPMs) in good standing. The committee will meet (in person or electronically or both) in January, May and October to review any applications for CPM status received on or before the 15<sup>th</sup> day of the meeting month.

The CPM application fee will be in an amount set forth in the schedule of dues and fees approved each year as part of the annual budget. Fees are non-refundable and must be paid in full prior to committee review of the application. Incomplete applications will not be considered.

Once approved, CPM status may be maintained indefinitely as long as the CPM remains an IMA member in good standing by timely:

- a. Paying all required dues at the CPM rate; and
- b. Completing the Continuing Education requirement as set forth in the Training and Education section.

The above requirements apply to all members with CPM status, regardless of number of years certified or hours of active mediation practice.

CPM status will lapse for a member who fails to fulfill these requirements within 30 days of their respective due dates, and the CPM member will be converted to “general” member status. A lapsed CPM member who wishes to regain CPM status will be treated in all respects as a new CPM applicant and must reapply and meet all current requirements in effect for CPM certification.

Provided, however, that a CPM member whose membership lapses for non-payment of dues shall be entitled to request reinstatement one time. The request for reinstatement shall be in writing, received by the IMA Administrator within 90 days of the membership lapse date, and accompanied by full payment of required CPM dues and a \$150 reinstatement penalty fee.

The first CEU reporting period for a new CPM shall be the months up to the end of the calendar year in which CPM status is granted (before October counts as first year and after October

included with the next year as first year), plus one (1) calendar year. Thereafter, the CEU reporting period is two (2) calendar years.

The CPM designation can only be used by CPM members in good standing.

**Procedure for Submitting a CPM Application.**

The CPM application must include all of the following:

- CPM application form with declaration of compliance
- Application fee
- Documentation of basic mediation training
- Documentation of additional mediation training
- Mediation case practice log
- Simple Memorandum of Understanding/Mediation Agreement
- Complex Memorandum of Understanding/Mediation Agreement

An application must be submitted:

- electronically in PDF format to [admin@idahomediationassociation.org](mailto:admin@idahomediationassociation.org).

Certification fees will be set forth in the Schedule of Dues and Fees approved by the Board of Directors as part of the annual budget. All application fees are non-refundable and must be paid in full prior to Committee review of the application. Incomplete applications will not be considered.

The declaration of compliance shall be in the following form:

I, _____, declare under penalty of perjury as follows:	
1. I am the person named herein, and I have personally fulfilled the requirements for Certified Professional Mediator (CPM) as set forth in this application.	
2. The documentation contained in this Application is true and correct to the best of my knowledge, information, and belief.	
3. Once certified, I agree to abide by the IMA Standards of Practice and IMA Policies & Procedures.	
_____ Signature	_____ Date

## **Procedure for Review of a CPM Application.**

Upon receipt of an application, the Administrator will review it for completeness and verify the applicant is a current IMA member in good standing. Complete applications will be forwarded to the Committee to be reviewed for conformity with IMA Certification Standards; incomplete applications will be returned to the applicant to provide the missing information. Initial and/or renewal applications for CPM status will not be considered if the applicant is the subject of an ongoing investigation by an IMA Grievance Panel.

There must be a minimum of three (3) committee members in attendance at any meeting in which a CPM application is considered, and the affirmative vote of two-thirds (2/3) of the members in attendance is required to approve an application for CPM status. Committee decisions will be made in writing and sent to the IMA Administrator for delivery to the applicant.

The committee shall take reasonable action to protect against conflict of interest in the review process. Each committee member shall respect the confidential nature of proprietary materials and information provided to the committee and shall strictly adhere to these policies and procedures relating to the confidentiality of application materials.

**Certification Standards.** The Committee will determine whether a complete CPM application should be approved in accordance with the following standards, as applicable:

- i. Basic Mediation Training.
  - a. Is the course a minimum of 40 hours (1 college credit = 15 hours) presented in live classroom format? (Online and distance education courses do not qualify for certification.)
  - b. Does the application include a course completion certificate showing:
    - Name and contact information of the sponsoring organization
    - Title of the course
    - Number of hours or college credits
    - Dates and location
  - c. Is the course approved or certified by IMA?
  - d. If not approved or certified by IMA, is there sufficient information included to evaluate the curriculum? The course must include hands-on learning exercises such as role play simulations of mediated disputes.
- ii. Additional Mediation Training.
  - a. Is there documentation of a minimum of 40 hours of additional training within the four (4) years immediately preceding the CPM application (1 college credit = 15 hours)?
  - b. For each course, is there a course completion certificate or college transcript showing:
    - Name and contact information of the sponsoring organization
    - Title of the course/training activity
    - Number of hours or college credits
    - Dates and location

c. Is there sufficient information included to evaluate the curriculum?

iii. Mediation Case Practice Log.

a. Is a signed mediation case practice log included?

b. Has all personal information been redacted?

c. Does the log reflect a minimum of sixty (60) hours of mediation practice within the four (4) years immediately preceding the application?

d. Is at least thirty (30) hours noted as lead or solo mediation?

e. Does the log include for each mediation:

- date
- time spent
- type of case

iv. Two (2) Memoranda of Understanding or Mediation Agreements (MOU or MA) - Simple and Complex – documenting resolution of the dispute. To be enforceable, mediation agreements must be “clear and unequivocal.” Agreements must specifically require a person to do or refrain from doing something. (*See Thompson v. Bybee*, Idaho Court of Appeals Opinion No. 64, October 17, 2016.) The simple MOU/MA must include as many clauses as necessary to adequately address resolution of one issue (topic). The complex MOU/MA must include as many clauses as necessary to adequately address resolution of a minimum of four issues (topics). The committee will consider the following standards in evaluating the submission:

a. Has all personal identifying information, if applicable, been redacted?

b. Does each MOU/MA include:

- purpose of the agreement and the duration, if applicable
- names of parties to the agreements and their relationship to each other
- clear numbered headings for agreement issues (topics)
- all promises and/or agreements made
- closing and signatures with date(s) signed

c. Is the MOU/MA written clearly, descriptively, and unambiguously using common English and proper grammar and spelling?

d. Is the MOU/MA formatted properly?

e. Are agreement provisions written such that clauses conditioned upon other clauses are placed in sequential order?

f. Is the writing sufficiently specific to minimize ambiguity and confusion?

g. Is the writing sufficiently clear as to who will do what and how and when?

h. Are all necessary details of the agreements included?

i. Where the agreement cannot be understood without background information, is the necessary information included?

j. Are necessary implementation steps included?

k. Are there “what if” clauses, in case a part of the agreement is not met?

l. Does the agreement avoid promises to agree in the future?

- m. Does the writing avoid labels such as “bi-polar,” “alcoholic,” “depressed,” “paranoid,” etc.?

The Committee may request additional information from the applicant as it deems necessary.

If an application is denied, written reasons for the denial and a description of the deficiencies must be given to the applicant. The applicant is allowed to address the deficiencies and resubmit the application one time within the following 180 days for no additional fee. If the deficiencies are not corrected to the satisfaction of the Committee and the application is denied a second time, the applicant must wait 12 months from the date of the second denial before reapplying and pay a new application fee.

An applicant may appeal a decision of the Committee in accordance with these procedures.

**Withdrawal of CPM certification.** A CPM certification may be withdrawn “for cause,” including failure to comply with the IMA Standards of Practice, upon recommendation of a Grievance Panel as set forth below.

**Grievances and Complaints.** Within five (5) days of receipt of a written complaint about the conduct of a CPM, the President shall appoint three (3) CPM members in good standing to serve as a Grievance Panel. The President shall appoint one member of the Grievance Panel to serve as the Case Manager. Every effort must be made to complete any grievance procedure within ninety (90) days from the date of receipt of a written complaint. All proceedings under this section may be conducted in person or electronically.

The Case Manager shall open a case file, acknowledge receipt of the complaint, notify the respondent CPM of the complaint, and invite the CPM to provide a written response. The Grievance Panel will review the complaint and response and may conduct such additional inquiry or interviews as it deems necessary. The Grievance Panel will evaluate the facts of the case in accordance with the relevant provision(s) of the IMA Standards of Practice.

If the Grievance Panel finds insufficient evidence of a violation of the Standards of Practice after its review of the parties’ submissions, the Case Manager shall promptly give written notice of the Panel’s findings to the complaining party and the respondent CPM, and the matter will be closed.

If the Grievance Panel finds sufficient evidence or likelihood of a violation of the Standards of Practice, the Case Manager shall ascertain whether the complaining party and respondent CPM wish to participate in a conciliation process. If both parties agree, the conciliation shall be facilitated by one or more members of the Grievance Panel, and the parties may enter into a written conciliation agreement to resolve the matter. Upon execution of a conciliation agreement, the matter will be closed. Failure of a CPM to fulfill the terms of a conciliation agreement entered into under this section shall also be considered a violation of the Standards of Practice.

If both parties do not agree to participate in conciliation or if the conciliation is unsuccessful, the Grievance Panel shall schedule a hearing to allow the parties to present their respective facts. The Case Manager must provide written notice to the parties of the time and place of the hearing.

The Grievance Panel shall take reasonable action to protect against conflicts of interest in the hearing process. Both parties shall have the opportunity to present evidence, oral testimony, and arguments on their behalf. The Grievance Panel shall make its decision by a majority vote on the basis of the relevant evidence, materials, and arguments presented at the hearing and will transmit its written decision to all participants within thirty (30) days after conclusion of the hearing. If the Grievance Panel finds the respondent CPM violated the Standards of Practice, it may impose one (1) or more of the following penalties, depending on the severity of the violation(s):

- Additional training for the CPM
- A period of mandated supervised mediation for the CPM
- Suspension or expulsion of the CPM from IMA
- Temporary or permanent revocation of the CPM's certification

An appeal of a Grievance Panel decision shall be handled in accordance with Procedure 8 - Appeals from Committee Decisions. A CPM who has been expelled from IMA or whose certification has been revoked may reapply for membership and/or certification no earlier than one (1) year from the date of expulsion or revocation.

#### Section 6. Training and Education:

- maintain and develop standards for professional mediator training
- certify content of professional mediation training
- approve Continuing Education Units (CEUs)

The committee must be comprised of a minimum of five (5) members, at least two (2) of which must be CPMs. One of the Committee members must be the Administrator.

The Committee will meet monthly to review and approve applications for training certification and CEUs, in accordance with the program standards and procedures. The affirmative vote of at least two (2) CPM committee members is required to approve a Certified Training or CEU application. The Administrator will deliver written notice to an applicant of the Committee's decision.

The Committee must also recommend amendments to the program policies and procedures when the Committee determines such amendments are appropriate. There must be a minimum of four (4) Committee members in attendance at any meeting in which amendments to these policies and procedures are considered and voted upon. Changes to program policies and procedures must be approved by the Board of Directors.



## **Procedure for Submitting a Training or CEU Application.**

Applications must be submitted as follows:

- electronically in PDF format to [admin@idahomediationassociation.org](mailto:admin@idahomediationassociation.org).

Certification and CEU fees will be established in the Schedule of Dues and Fees approved by the Board of Directors as part of the annual budget. Application fees are non-refundable and must be paid in full prior to Committee review of the application. Incomplete applications will not be considered.

### **A. Continuing Education Units (CEUs):**

The CEU reporting period is two (2) calendar years. CEUs may be obtained in three (3) major areas of study:

1. Mediation
2. Other dispute resolution topics, such as conflict management, arbitration, negotiation, interpersonal communication, conciliation, or facilitation
3. Areas of specialization; for example, business law or accounting for a mediator practicing in business mediation

To request CEU hours, the applicant must be a CPM member of IMA in good standing and submit an application in the form and manner prescribed by IMA, along with all requirements for the specified type of CEU activity.

Once used for renewal of CPM status, CEUs are “spent” and may not be reused or applied to future or past reporting periods. CEUs must be completed within the reporting period for which they are requested. The Committee may, upon request of an applicant and for good cause shown, expand the two-year reporting period or apply CEU credit from one reporting period to another.

The Administrator shall approve CPMs who attend IMA conferences with 20 or more CEUs during their reporting cycle and notify the CPM of their automatic approval. The CPM may submit a CEU application if they wish to report additional CEUs for approval.

Upon approval of a CEU application, the Administrator will note the number of CEUs approved, together with the due date of the next required CEU approval, in the CPM member’s record in the membership database and notify the CPM of the approval.

**Acceptable Activities.** The following are acceptable methods for obtaining CEUs for maintaining CPM status:

1. Attend a live or distance learning course, seminar, training, or workshop.
  - a. IMA-certified training
  - b. Idaho State Bar certified CLE
  - c. College course or workshop

d. IMA or other professional conference

The CEU application must include:

- copy of the course completion certificate, transcript, or other formal documentation of having satisfactorily completed the course or training
- if not included on the certificate, the name and date(s) of the course, the sponsor or course provider, number of training hours, subject(s) of the training

NOTE: If the course or conference is not directly related to mediation theory and practice or if it pertains to a specialized practice area, the applicant must also provide a description of the course content and explain the relevance to the applicant's mediation practice, in accordance with paragraph 4 below.

2. Teach or make an educational presentation about mediation. IMA CPM members who develop and present a mediation training or other educational presentation about mediation can receive CEU credit.

Two (2) hours of CEU credit will be awarded for every one (1) hour of presentation time. CEU credit is available only for the initial presentation of the education. No credit will be awarded for subsequent presentations of the same material. However, substantial revisions to an educational presentation may be considered as a new presentation on a case by case basis.

The CEU application must also include the following:

- declaration of compliance
- the name and date(s) of the course
- the sponsor or provider of the course, if different from the CEU applicant
- the name(s) of any co-presenter(s), if applicable
- the number of training hours
- a course outline or brief description of the topics covered

NOTE: If the course is not directly related to mediation theory and practice or if it pertains to a specialized practice area, the applicant must also provide a description of the course content and explain the relevance to the applicant's mediation practice.

3. Mentor. Mentoring activities include, but are not limited to:

- Observing and critiquing mediation sessions of CPM candidates
- Coaching candidates through the CPM application process
- Supervising college or university interns working in mediation programs
- Helping student mediators in peer-based mediation programs

A CPM may receive one (1) CEU for each three (3) hours spent mentoring a CPM candidate. A maximum of three (3) CEUs for mentoring activity may be applied each two-year period toward the 20 minimum CEUs required for maintaining CPM status.

To obtain CEU hours for mentoring, the CPM must include with the CEU application:

- declaration of compliance
- description of the mentoring activity

4. Participate in self-study or study groups to review books, journals, articles, films, videos and/or audio recordings, or peer review meetings with other mediators to discuss cases. Three (3) hours of self-study counts as one (1) CEU. A maximum of six (6) hours of self-study may be applied to the 20-hour CEU requirement for the two-year reporting period.

To obtain CEU hours for self-study or peer review meetings, the CPM must include with the CEU application:

- declaration of compliance
- description of the materials studied or topics discussed
- explanation of how the materials or discussion applied to the applicant's mediation practice

5. Lectures, short presentations. CEUs may be awarded for non-IMA-certified presentations such as an IMA luncheon, lecture, "lunch and learn" presentation, webinar, or other informal training.

CEU credit is limited to 6 CEUs per year, or 12 CEUs per two-year reporting period.

- declaration of compliance
- description of the topics discussed
- explanation of how the presentation applied to the applicant's mediation practice

6. Pro bono mediation. CEUs may be awarded for volunteering to conduct one or more formal mediations on a pro bono basis, such as for court cases, community or workplace disputes, etc. (not including preparation time or time spent drafting MOUs). A maximum of six (6) hours of pro bono mediation work may be applied to the 20-hour CEU requirement for the two-year reporting period.

To obtain CEU hours for pro bono or volunteer mediation, the CPM must include with the CEU application:

- declaration of compliance
- brief description of the dispute and type of mediation
- number of hours spent conducting actual mediation

**CEU Criteria.** The Committee will determine whether CEUs should be awarded in accordance with the following standards, as applicable:

- a. Does the application contain all of the required information?

- b. Is the content of the training related to mediation practice or mediation ethics?
- c. If not, has the applicant adequately justified the relevance of the activity to mediation practice?

The Committee may request additional information from the applicant as it deems necessary to determine whether an activity is suitable for CEU credit.

**Calculation of Hours.** IMA utilizes a 50-minute hour. Time will be rounded to the nearest quarter hour. When calculating the number of instructional hours, no credit will be given for:

- a. time spent in introductory remarks, coffee and food breaks, business meetings, or other activities that do not involve educational aspects of the training activity;
- b. vendor-sponsored activities designed solely to promote products or services; or
- c. time spent on topics not specific to mediation practice or areas of specialization.

**Declaration of Compliance.** The required declaration of compliance shall be in the following form:

I, \_\_\_\_\_, declare under penalty of perjury as follows:

1. I personally have fulfilled the IMA requirements and participated in and completed all of the activities set forth in my CEU application.
2. I understand that the determination as to whether I maintain Certified Professional Mediator status depends on the accuracy and completeness of my answers set forth in my CEU application.
3. The information contained in my application is true and correct to the best of my knowledge, information, and belief.

\_\_\_\_\_

Applicant Signature \_\_\_\_\_  
Date

**B. Certified Trainings:**

IMA certifies three types of trainings:

1. Basic Mediation Training. A basic mediation training may be given in person or online in a synchronous delivery method, must consist of at least 40 contact hours, and cover the subject matter seen under sections a. and b. below:
  - a. Seven (7) areas of competency:
    - ii. information gathering (intake; obtaining facts; screening issues)

- iii. mediator relationship skills (neutrality; confidentiality; nonjudgmental)
- iv. communication skills (active listening; reframing issues; clarifying)
- v. problem solving skills (identify problems, positions, needs, interests; brainstorm alternatives)
- vi. conflict management skills (theories of conflict management; mediation models; reducing tensions; power imbalances)
- vii. ethics (standards of practice; typical problems)
- viii. professional skills (substantive knowledge areas; case management; drafting agreements)

b. Additional challenges and areas of concern mediators face when conducting online mediations:

- i. Technical considerations. Trainers must highlight the need for students as future mediators to prepare themselves and parties for unexpected technical glitches and put online security measures in place. Considerations include lighting (e.g., if you cannot clearly see someone, you cannot read already-limited non-verbals); creating and communicating a backup plan for technology failures; and ensuring security during and between sessions when it comes to communicating, sharing and exchanging sensitive documents. Furthermore, navigating and implementing dispute resolution in an online environment can be unnerving for both mediators and participants. Trainers shall stress that mediators must not only be competent users of online videoconferencing and secure document exchange platforms, but also be able to teach their clients how to use them.
- ii. Privacy, confidentiality and ethics. Mediation clients may doubt that online mediation is confidential. Trainers will emphasize that mediators must invest the extra time to explain how the online platforms used for mediation and document exchange ensure confidentiality. Trainers shall also identify and discuss specific issues relating to privacy, confidentiality, and ethics that typically are not of concern in a face-to-face mediation. These include:
  - a) What imbalances occur if a party does not have access to high-speed internet and a computer? How will the mediator level the playing field?
  - b) How will the mediator address the possibility that others are in the same room (and off camera) or within earshot of one or both disputants?
  - c) One disputant using technology (texting, email, etc.) to harass, manipulate, or stalk the other person during a mediation session.
  - d) One or both parties recording a mediation session and sharing it with others.
  - e) Copying and pasting text from the videoconferencing platform's chat function and sharing it with others.

- iii. Process. There are key differences between mediating in-person and online. These affect communication, interpersonal dynamics, and the mediation process itself in ways that are not readily apparent, particularly for novice mediators. Trainers shall identify and discuss how to manage differences such as:
- a) We cannot see the full range of non-verbal communication when mediating online. This puts the mediator at a disadvantage.
  - b) There is a loss of context when we only see the head (and perhaps shoulders) of another person which makes it is easy to misread others' actions and/or behaviors. For example, looking at anything other than the camera (i.e., checking notes, looking down to write, turning away to look at something) can give others the perception they are being ignored.
  - c) There is a difference between looking at the camera and screen. When you look at the camera, you are “looking” at someone. If you look at the screen (to say, check the body language of both parties) you are no longer “looking” at them. This can communicate the perception that you are ignoring one or both parties.
  - d) Proximity of both mediator and disputants to camera is important. Moving very close can be perceived as a power move. Sitting back or moving away can give a perception of lackadaisicalness or even withdrawal.
  - e) There is a need to give people more space for silence and time to respond.
  - f) Online work is exhausting. Mediators should consider, for example, shorter, more frequent sessions or building in regular breaks.
  - g) It is easier to be disrespectful online than in person. Mediators must be more attuned and prepared to immediately address disrespectful behaviors when they occur.
  - h) It is much easier for parties to disengage and walk away.
  - i) People have less tolerance for long dialogues. Mediators will need to alter the mediation process to address this.
  - j) There is a “virtual” feel to online mediation. Extra efforts on the mediator’s part to humanize themselves to their parties and the parties to each other may be needed.

Although a training need not cover all the examples listed after each area of competency under sections a. and b(i)(ii) and (iii) above, it must cover one or more elements of each. A 40-hour basic mediation training with a focus on child custody issues must also include 20 hours of specialized child custody training and all of the elements set forth in subsection 2 below.

Thirty percent (30%) or more of any basic mediation training (given online or in-person) must be devoted to the practice of mediation skills via hands-on learning exercises involving experiential learning. Examples include: role play simulations of mediated disputes, student-to-

student interactions or small group exercises where skills and/or concepts are practiced or discussed, writing memoranda of understanding, and peer review of role plays or short vignettes.

Online trainings which are not synchronous (e.g., webinars, webcasts, prerecorded instructional videos) will not be accepted.

**Special considerations for online synchronous training role plays and hands-on learning exercises.**

The trainer's ability to simultaneously observe and/or coach several role plays and other skill-building exercises simultaneously is critical. The trainer must use a videoconferencing platform that enables students to be separated into "breakout" rooms for the purposes of conducting hands-on mediation practice and be able to quickly transition from one room to another.

A trainer shall be limited to coaching a maximum of four simultaneous role plays. If more than four simultaneous role plays are necessary or if the trainer finds it desirable to personally coach fewer than four simultaneous role plays, then the trainer shall find persons deemed qualified by the trainer to act as coaches to assist with monitoring role plays. Each coach will be limited to monitoring a maximum of four simultaneous role plays depending on the coach's level of qualification (i.e., the trainer at his or her discretion may limit a coach to monitoring fewer than four).

2. Child Custody Training. Specialized training in child custody matters is required for placement on the Idaho Supreme Court roster of court-approved mediators of child custody and visitation disputes. (*See* Rule 602, Idaho Rules of Family Law Procedure.) A child custody training must consist of at least 20 hours and cover the following seven (7) areas of competency:

- a. conflict resolution theory
- b. psychological issues in separation, divorce, and family dynamics
- c. domestic violence
- d. issues and needs of children
- e. mediation processes and techniques
- f. family law, including custody and support
- g. mediation ethics (minimum of 2 hours)

3. Specialized Mediation Training. A specialized mediation training can be of any length and need cover only the competency areas relevant to the training topic. Thirty percent (30%) or more of a specialized training must be clearly devoted to the practice of mediation skills via hands-on learning exercises as defined above. Curricula for the training must be clear, well-organized, and relevant to the practice of mediation.

**Application.** An application for certified training must be submitted at least 45 days in advance of any scheduled training for which IMA approval is requested. Applications must be in the form and manner established by IMA and must include the following:

1. Name, address, and phone number of individual or organization submitting the course for certification
2. Whether the course has been previously certified by IMA, and if so, when
3. Course title, description, and total hours of instruction
4. Instructor name(s), date(s), and location(s) of course
5. Required prerequisites or admission restrictions, if any
6. Detailed training agenda and timeline, including<sup>1</sup>:
  - a. major topic headings, learning objectives, and time devoted to each
  - b. method(s) of presentation for each segment
7. Description of how participants will evaluate the course
8. Applicable fee

Trainings submitted to IMA for certification will be deemed proprietary information of the person submitting the training.

**Approval Process.** The Training and Education Committee will review all trainings for compliance with certification criteria. Approval, denial, or requests for more information will be made to the individual or organization who submitted the certification request.

The Committee may request additional information from the applicant to determine whether a training is suitable for certification. The Committee may also consider past participant evaluations of the applicant or instructor when determining whether to certify a training. In cases where additional information is requested, the applicant shall provide it within 15 days of the request. If all information requested is not provided within that time, the applicant will be notified that (1) the certification application is denied; (2) the training cannot be advertised or represented as IMA-certified; and (3) the applicant must submit a new application (including fees) in order to have the training approved. There shall be no retroactive certification of trainings.

**Participant Evaluations.** It is the responsibility of the individual or organization submitting a course for certification to:

- a. obtain evaluations from the participants at or near the conclusion of the training;
- b. maintain a list of the names and contact information for all participants, together with all participant evaluations, for one (1) year after the conclusion of the training; and
- c. deliver the list of participant names and contact information and the participant evaluations, or true and accurate copies thereof, promptly to the Committee upon written request.

**Certification Period.** Once a training is approved it is certified for the entire calendar year. A training's certification will expire on December 31 of the year in which it was approved.

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<sup>1</sup> Detailed agenda example:

8:00-8:30 a.m.: Roles of Mediator: (1) Identify mediator's responsibilities to clients, (2) describe mediator roles and their strategic use.

8:30-9:30 a.m.: Storytelling skills: Participants will learn three approaches for eliciting key interests and concerns from clients during the storytelling phase of a mediation.

9:30-10:30 a.m.: Storytelling skills roleplays. Participants will apply their new skills.



A training can be renewed only upon submission of a new application for certification. Applications must be in the form noted above under the heading “Applications” even if the training being given is the same.

No training shall be advertised by an instructor or provider as “certified” or “approved” by IMA unless it holds a current IMA certification.

All courses certified by IMA must include the following disclaimer in the course materials:

**“Certified as to content only – IMA makes no representations or warranties regarding the quality of instruction or qualifications of the instructor.”**

The Administrator will maintain a list of current certified trainings, together with their expiration dates, and will make the list available to the public on the IMA website. Any training scheduled or advertised on the IMA website shall be denoted as to whether or not it holds IMA certification.

**Certification Criteria.** The Committee will determine whether or not a training should be certified in accordance with the following standards:

- a. Does the application contain all of the required information?
- b. Does the training adequately cover all required elements?
- c. Does the training contain any required minimum number of hours of instruction?
- d. Does the training include a minimum of 30% of “hands on” learning?
- e. Does the training utilize varied methods of instruction?
- f. Is the content of the training directly related to mediation practice or mediation ethics?

**Calculation of Hours.** IMA utilizes a 50 minute hour. Time will be rounded to the nearest quarter hour. When calculating the number of instructional hours, no credit will be given for:

- a. time spent in introductory remarks, coffee and food breaks, business meetings, or other activities that do not involve educational aspects of the training activity;
- b. vendor-sponsored activities designed solely to promote products or services; or
- c. time spent on topics not specific to mediation practice or areas of specialization.

#### **Minimum Teaching Standards.**

- A certified course must be taught in accordance with the course outline or curriculum approved by IMA.
- The instructor shall conduct the class in a manner that demonstrates knowledge of the subject matter being taught.
- The instructor shall maintain an appropriate learning environment and present instruction in an accurate, logical, orderly and understandable manner.
- The instructor shall conduct himself or herself in a professional manner when performing instructional duties, and shall not engage in any form of harassment or discrimination based on the gender, national origin, race, religion, age or physical or

mental disability of any student, and shall not engage in conduct that degrades or disparages any student or other instructor.

**C. Sabbatical status.** A CPM who is unable to obtain CEUs for a period of time may request to be placed on sabbatical status by submitting a written request to the IMA Administrator at [admin@idahomediationassociation.org](mailto:admin@idahomediationassociation.org).

For CPMs on sabbatical status, the following apply:

1. The IMA member's name will not appear on the CPM list on the IMA website.
2. The IMA member may not advertise or otherwise hold himself or herself out as an IMA Certified Professional Mediator.
3. The IMA member must pay annual IMA dues at the CPM rate. An IMA member whose membership lapses for failure to timely pay annual dues is not eligible to reinstate CPM status.
4. The maximum period for sabbatical status is two consecutive calendar years. Sabbatical status for any portion of a calendar year constitutes an entire calendar year for the purpose of this section.
5. Prior to reinstating CPM status, the IMA member must bring CEUs current.

**D. Procedure for withdrawing a training certification.** The Committee may withdraw certification of a training prior to its expiration date "for cause," including (1) failure to meet the minimum teaching standards of the IMA; (2) representing a training as IMA-certified prior to completion of the certification process; and (3) receipt by the Committee of negative course evaluations or written complaints from students about a certified training.

In such cases, the Committee shall conduct an investigation to determine whether "cause" exists to withdraw a training certification. The Committee shall give written notice of the investigation to the person holding the course certification and shall allow a minimum of ten (10) days for the person to respond to the complaint. The Committee may conduct such additional inquiry as it deems necessary and must promptly notify the respondent in writing of its determination.

## PROCEDURE 8

### APPEALS FROM COMMITTEE DECISIONS

**Section 1.** Any action taken by an IMA Committee shall be final. Any person aggrieved by a committee decision may appeal the adverse decision by filing a written request with the Administrator within thirty (30) calendar days from the date of notice of the adverse decision. The request for appeal shall state the grounds for the appeal.

**Section 2.** The Board of Directors shall serve as the IMA Appeals Board and shall review all appeals. An appeal hearing will be scheduled in conjunction with a scheduled Board of Directors meeting no later than 60 days following receipt of the notice of appeal. At least 20 calendar days before the time set for the hearing of an appeal, the Administrator must send notice of the time and place of the hearing by certified mail, return receipt requested, to the person filing the appeal.

The Appeals Board shall take reasonable action to protect against conflicts of interest in the appeal process. An aggrieved party shall have the opportunity to present evidence, oral testimony, and arguments on his or her behalf. The Chair of the committee whose decision is being appealed will have the same opportunity to present evidence, oral testimony, and arguments on behalf of the committee. The Appeals Board shall make its decision by a vote of the majority present at the meeting on the basis of the relevant evidence, materials and arguments presented at the meeting.

**Section 3.** An adverse decision may be overturned based on one or more of the following grounds: (1) there were errors or omissions in carrying out prescribed procedures of the committee; (2) there was demonstrable bias or prejudice on the part of one or more members of the committee which materially affected the decision; (3) the evidence before the committee prior to and on the date when the committee made its decision was materially in error; or (4) the decision of the committee was not adequately supported by the facts before the committee at the time.

If the Appeals Board finds for a party on one or more of grounds (1) through (3) of this section, the Appeals Board shall remand the case to the appropriate committee for reconsideration. If the Appeals Board finds for a party on ground (4) of this procedure, it shall grant the appeal and direct the committee to take appropriate action.

**Section 4.** Following an appeal meeting, the Appeals Board shall issue its decision and the reasons therefor within 90 calendar days and notify the aggrieved party in writing. Such decision shall be final.

## NULLIFYING CLAUSE

These Policies and Procedures supersede any policies and procedures previously adopted, whether written or unwritten.