KCBA KING COUNTY BAR ASSOCIATION

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1.0 Law & Legal CLE Credit – A/V Approval #1083389

Recording Date - October 10, 2018
Recording Availability – October 19, 2018

Meeting Location	Date	Time	Topic
King County Bar Association 1200 Fifth Avenue - Suite 700 Seattle, WA	**Wednesday, October 10, 2018**	12:00 PM to 1:15 PM	The Dispute Resolution Center of King County - What It Can Do For Your Clients

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AGENDA

12:00 PM Introduction

12:10 PM Presentation: 'The Dispute Resolution Center of King County - What It Can Do For Your Clients', by Nilda Brooklyn, Dispute Resolution Center of King County (KCDRC)

1:15 PM Adjourn

SPEAKER BIOGRAPHY

Nilda Brooklyn, Dispute Resolution Center of King County (KCDRC) - Nilda Brooklyn is a member of the Washington Bar and a mediator and a staff member at the Dispute Resolution Center of King County (KCDRC).

At the KCDRC, she is the Project Manager for the Veterans and Seniors Program, which provides mediation services and conflict resolution training as early intervention and non-punitive tools to prevent housing loss for senior and veteran communities.

HOW DO I EARN CREDIT FOR SELF-STUDY OR AUDIO/VISUAL (A/V) COURSES?

For pre-recorded A/V (self-study) programs, although the sponsor should apply for accreditation, **lawyers need to report the credits earned for taking the course.**

To add an approved course to your roster, follow the procedures below:

- Go to the "mywsba" website at www.mywsba.org/.
- Log in.
- Click on the "Access MCLE" link in the "MCLE Info" box on your home profile page.
- Click on "Add Activity." Search to find the approved course in our system. (See search suggestions on the screen.)

Adding a Recorded Course

Select Recorded Course from the Add New Activity screen.

This will prompt you to search for the activity in case the activity has already been accredited in the MCLE system.

You can search by Activity ID or by specific Activity Details. For the Activity Details search, you can use keywords for the title, sponsor name and date.

After entering your search criteria and selecting Search at the bottom of the screen, a list of possible activities will be provided.

You can select the correct one by clicking the Activity ID. This will take you to the specific activity. Entered the date(s) on which you began and ending viewing this recorded activity.

Then claim the correct credits for which you attended this activity in the Credits Claimed fields and click the Submit button at the bottom of the page.

You will receive a confirmation message at the top of your screen stating, “The activity has been added to your roster.

The Dispute Resolution Center of King County - What It Can Do For Your Clients'

NILDA BROOKLYN

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Agenda

- Introduction to the KCDRC
- Mediation Process and Benefits
- Mediation & Attorneys
- Prepping for a mediation
- Utilizing the KCDRC
- Questions

Dispute Resolution Center of King County

- Community non-profit working in the conflict resolution field for over 30 years
- Member of RESWA- Resolution Washington
- We provide mediation services for a variety of conflicts, offer an expansive array of training opportunities, and are starting to expand our organization into more restorative practices
- We provide dispute resolution outside of the formal legal system and in conjunction with the King County Courts
- We are a sliding scale organization with a commitment to provide accessible conflict resolution services to all of King County
- We are funded through the King County Courts, Best Start for Kids Grant, Veterans, Seniors and Human Services Levy, and direct fees

What is mediation?

Voluntary:

All parties have to agree to participate in the mediation for us to schedule it.

Confidential:

Our intake process and mediations are confidential. All parties to a mediation sign an Agreement to Mediate which sets the confidentiality and privileged nature of the session.

Mediation is a voluntary and confidential meeting between parties, facilitated by a neutral mediator.

Facilitative Mediation:

Mediator is there to facilitate a process for a production conversation that explores interests, options, criteria, and needs for a mutual agreement.

Mediation Process:

- The length of a mediation really depends on the type of case you have, but our sessions range between 1-4hours.
- Despite the length of the mediation, they all utilize a similar process:

I. Mediator's Opening Statement
II. Party's Opening Statements
III. Agenda
IV. Negotiations
V. Caucus (if needed)
VI. Settlement

KCDRC Mediators

- Professionally trained and certified through a Dispute Resolution Center
- Specialized certifications
- Lawyers, HR, Therapists, Social Workers
- Not all, but a majority, volunteer their time and experience
- Learning institution/ Mentor Mediators
- Guided by the Model Standards of Conduct for Mediators and the WA Uniform Mediation Act

Types of Disputes you can mediate through KCDRC

- Small Claims Cases
- Anti-Harassment
- Family
- Eldercare
- Workplace & Organizational
- Landlord/ Tenant
- Neighbor Disputes
- Foreclosure

Benefits to Mediation:

- Explore early intervention and non-punitive process for conflict resolution
- Arena to address a full spectrum of issues between parties
- Parties keep control of the outcomes
- High compliance rates
- Flexible solutions
- Can happen at any stage of the conflict
- Cost effective
- Private
- Don’t loose any future legal rights

Mediations & Attorneys

- Benefits:
  - Referral for non-legal disputes
  - Tough issues vs legal issues
  - Mediation can happen at any stage of the conflict
  - Clear boundaries and outcomes
  - Stays organized and efficient

- Things to keep in mind:
  - Be upfront with your expectations for the session from the beginning
  - It's a process designed for parties to speak directly to each other and for themselves
  - There are lots of ways to participate
  - We always start with the attorneys, but we always need to speak to the client

Prepping for a Mediation:

- **Good Faith Agreements:**

Sharing all relevant information

Listening respectfully

Willingness to negotiate

Keeping any agreements made

- **Things to keep in mind:**

Mediations are often uncomfortable

We can accommodate shuttle, but outsides of orders in place or other safety issues, we do not start in shuttle.

- **Things we ask during intakes:**

Have you shared your interest in mediation with the other party?

What is current communication like?

What is your ideal outcome?

Red Flag Checks

- **Things to prep:**

Roles and Needs for the session

Documents and information you want to share with the other party

Time and energy

Utilizing the KCDRC

- **Mediate a wide spectrum of disputes**
- **Restorative Practices**
  - Community Building and Assessment
  - Peer to Peer Mediation & Facilitated group conversations or circles

- **Offers lots of trainings:**
  - Basic Mediation Training
  - Practicum to become a certified mediator
  - Small Claims Court Intensive
  - Conflict Resolution Trainings (De-escalation, group decision making, handling difficult conversations, working with people in crisis)
  - Community trainings and workshops for CLE & CE credits

Interested in utilizing our services

Fee Scale

- Based on Parties annual pre-tax income
- Community:

$50-$600 for 3 hr

- Family:

$200- $600 for 3.5 hr

- Business/Workplace:

$200-$1000 for TBD

Scheduling

- Set up an intake appointment

Phone:

(206) 443-9603

Email:

DRCinfo@kcdrc.org

Website:

Kcdrc.org

Training Services

- Outreach Presentations always available

- Specific Trainings and opportunities contact

Barbara Nahouraii

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Questions

Nilda Brooklyn

Project Manager Veteran & Seniors Program

(206) 443-9603 x111

nildab@kcdrc.org

Court Case No. _____

DisputeResolution
CENTER of KING COUNTY

Dispute Resolution Center of King County
AGREEMENT TO MEDIATE

In consideration of receiving services from the King County Dispute Resolution Center, I agree to enter into this mediation in good faith. Good faith means I will share relevant information, listen carefully, negotiate willingly, and keep any agreements made during mediation. If this mediation involves participation in multiple sessions, I agree that the terms of this agreement will apply to each session.

I understand that mediation is a voluntary process and that I may leave at any time. I further understand that agreements made during mediation must be voluntary and mutually acceptable.

I understand that the mediator(s) will act as an impartial facilitator who will direct the mediation process. I also understand that mediation is not legal representation and that the mediator(s) will not represent or advocate for any party; will not act as a judge or arbitrator; and will not provide legal advice. I understand and agree that it is my responsibility to get any legal advice I believe I need for the mediation from someone other than the mediator(s) and that I am encouraged to seek legal advice at any time.

All those signing this Agreement understand and agree to the following:

1) I understand that all mediation communications will be confidential, unless agreed otherwise. The KCDRC may however, make non-identifying disclosures for educational and/or research purposes.
2) Under the Washington Uniform Mediation Act (UMA) RCW Chapter 7.07, all mediation communications are also privileged, which means that mediation communications cannot be used as evidence in a later legal proceeding.
3) The following types of mediation communications are not confidential or privileged and may be disclosed:
   - Any written agreement (e.g., the agreement to mediate and any settlement agreement);
   - Threats to inflict bodily injury or commit crimes of violence;
   - Plans to commit a crime or conceal ongoing criminal activity;
   - Claims of professional misconduct or malpractice based on conduct during the mediation;
   - Admissions of abuse or neglect of a child, adult, or disabled person.
4) Under limited circumstances, a judge may admit mediation communications as evidence in a criminal felony proceeding, in a proceeding challenging the validity of the mediation settlement agreement, or in a proceeding involving a post-decree mediation mandated by the couple's parenting plan RCW 26.09.015.
5) Using documents and evidence in mediation will not cause them to become privileged or confidential, unless they were created specifically for mediation.
6) The mediator may disclose whether the mediation occurred or has terminated, whether the parties reached a settlement, who attended the mediation, and efforts to schedule a mediation ordered by a court, administrative agency, or other authority that may make a ruling on the dispute.

I agree not to subpoena the mediator(s), or any observer(s), to testify or to produce records, documents, notes or work product in any future legal proceedings. I further agree not to record the mediation session(s) in any manner.

Finally, I agree to hold the King County Dispute Resolution center and its representatives harmless from any difficulties that might arise from the mediation sessions or a resulting agreement.

Dated: _____, 201____

_____	_____	_____	_____
Mediation Client	Mediation Client	Mediation Client	Mediation Client
Mediator	Mediator	Observer	Observer

Interpreter Agreement: _____ states that he/she has interpreted this document from English to _____ for _____.

Interpreter Signature: _____ Date: _____.