EL PASO Dispute Resolution Center

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AGENDA

El Paso Dispute Resolution Council Meeting

Wednesday, October 28, 2026

500 E. San Antiono, Law Library Suite 1202

El Paso, Texas 79901

12 PM MDT

This agenda has been posted at https://www.riocog.org/current-meetings/

If you have any questions or need additional assistance, please contact us at 915-533-0998 x 133 or 119.

I. Open Meeting

Regular Agenda

II. Approval the July 28, 2026, El Paso Dispute Resolution Center Council Meeting Minutes. (Presented by the Mr. Mark Briggs, DRC Chairperson)

III. Approve the El Paso Dispute Resolution Center – Election of Officers. (Presented by Ms. Marisa Quintanilla, Regional Services Director)

IV. Review, discuss and receive an update on the Council's Membership (Presented by Ms. Marisa Quintanilla, Regional Services Director)

V. Approve the El Paso Dispute Resolution Center's updated Mediation Documents. (Presented by Marisa Quintanilla, Regional Services Director)

VI. Approve the El Paso Dispute Resolution Center's updated Volunteer Mediator Handbook (Presented by Marisa Quintanilla, Regional Services Director)

VII. Review, discuss and receive a presentation on the El Paso Dispute Resolution Center's Case Management System (CMS). (Presented by Dr. Eduardo D. Villacis Calderon)

VIII. Review, discuss and receive a presentation on the El Paso Dispute Resolution Center Program FY 2026 End-of the-Report. (Presented by Marisa Quintanilla, Regional Services Director)

IX. Review, discuss, and receive a presentation on Settlement Week. (Presented by Mike Soto, DRC Mediation Coordinator)

X. Other Business

XI. Adjournment

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El Paso Dispute Resolution Council Meeting
October 28, 2026

Subject:

II. Approval the July 28, 2026, El Paso Dispute Resolution Council Meeting minutes.
(Presented by Mr. Mark Briggs)

Information:

Attached to this staff report are the minutes from the El Paso Dispute Resolution Council Meeting on July 28, 2026, for consideration of approval.

Attachments:

Meeting minutes from July 28, 2026.

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El Paso Dispute Resolution Center Council Meeting

Date: July 28, 2026
Location: El Paso County- Law Library
500 E. San Antiono, Law Library Suite 1202
El Paso, Texas 79901

Open Meeting
The El Paso Dispute Resolution Center Council meeting was called to order at 12:02 p.m. by the Honorable Jesus Rodriguez. Members in attendance were:

Council Members' Present:
- Honorable Joe Gonzalez
- Honorable Victor Salas (Proxy for Judge Selina Saenz)
- Ms. Kelli Childress
- Honorable Jesus Rodriguez
- Ms. Arlene Saenz (Proxy for Judge M. Sue Kurita)
- Mr. Brian Stanley
- Honorable Commissioner Butler
- Mr. Ramon Hernandez (Proxy for Chief Rosie Medina)
- Mr. Cesar Llanez, Citizen at Large
- Ms. Ashley Vaughn (Proxy for Celia Torres)

Council Members Not Present:
- Honorable Josh Herrera
- Mr. Mark Briggs

Other Attendees:
- Mr. Joel Bishop, Ex-Officio
- Mr. Jacob Meils, EP Data Analyst Coordinator
- Ms. Diana Valdez (RIOCOG Legal Counsel)
- Ms. Geraldine Gone, UTEP Student
- Mr. Mike Soto (Staff)
- Ms. Jennifer Cortez (Staff)
- Mr. Salvador Saenz (Staff)
- Ms. Marisa Quintanilla (Staff)

I. Welcome and Introductions
The DRC Advisory Council meeting, chaired by Judge Rodriguez, covered several key agenda items.

II. Approval of the Minutes of the Council Meeting held April 27th, 2026
Discuss and Act Upon As Needed

Council members reviewed the minutes of the previous meeting held on April 27th, 2026. Judge Joe Gonzalez motioned to approve the minutes, and Mr. Brian Stanley seconded the motion. The meeting minutes were unanimously approved.

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III. El Paso Dispute Resolution Center – Approve the El Paso Dispute Resolution Center's updated mediation documents. (Presented by Marisa Quinanilla, Regional Services Director)
Discuss and Act Upon As Needed

Ms. Quintanilla presented to the Council the revised mediation documents, including redline and clean versions in both English and Spanish. The documents reviewed included the Mediation Intake Form, Letter of Acknowledgement, Pre-Mediation Disclosure Statement, Memorandum of Agreement, and JPD Memorandum of Agreement.

Ms. Quintanilla informed the Council that key changes included: (1) updating the family mediation fee from $250 to $300 on the intake form; (2) clarifying the refund policy — refunds are available up to seven days before mediation, and fees are forfeited if a party insists on recording during the session; (3) removing the mediator's signature line from settlement agreements, replacing it with the mediator's name only, since the mediator is not a party to the agreement; (4) adding explicit language prohibiting recording of mediation sessions, including via cell phone or AI chat functions on platforms like Zoom, to protect confidentiality; legal counsel Diana Valdez noted this was particularly important for pro se litigants; (5) adding a field for desired resolution/damages sought and a field for special accommodations (e.g., sign language, physical disabilities) to the Pre-Mediation Disclosure Statement. Ms. Quintanilla reminded the Council that the DRC uses Language Line for interpretation and has an open PO with an American Sign Language provider.

Ms. Valdez noted that providing mediators with copies of the petition and the respondents' answer is standard practice, especially useful when unrepresented litigants are involved. Judge Rodriguez raised the issue of amended pleadings and requested that language covering amendments be added to avoid mediators conducting independent investigations. During the review, Council members identified minor formatting and typographical errors within the documents. Mr. Jacob Miles identified a negative fee error and a spacing issue on page 2 of the clean intake form, and Judge Joe Gonzalez identified a missing year field in the Spanish version of the JPD agreement. Ms. Quintanilla and Ms. Valdez acknowledged the issues and agreed to make the necessary corrections.

Commissioner Butler moved to approve the revised mediation documents as presented, subject to the noted corrections and edits. The motion was seconded by Ms. Childress and carried unanimously.

IV. Approve the El Paso Dispute Resolution Center's updated El Paso Dispute Resolution Volunteer Mediator Handbook
Discuss and Act Upon As Needed

Ms. Quintanilla presented to the Council, the updated Volunteer Mediator Handbook (redline and clean versions in English and Spanish) and stated that key additions included: (1) on page 4 of 8, outlining the requirement to provide mediators with the petition and the respondent's answer; (2) on page 5, clarifying essential duties and responsibilities, specifically that mediators must not conduct independent investigations and must request any additional documents through DRC staff (Mike or team), with rescheduling if necessary this was prompted by instances of mediators accessing outside

information on their own, compromising their neutrality; (3) on page 8, addressing reporting requirements and the use of AI.

Ms. Diana Valdez noted that some mediators had been overzealous, bypassing DRC processes or behaving aggressively toward staff or litigants, making clear expectations essential. Judge Rodriguez suggested adding language to cover amended pleadings so mediators cannot claim they needed to investigate independently.

Judge Rodriguez requested that language addressing amended pleadings be added to ensure mediators rely on materials provided by the parties rather than conducting independent inquiries.
Mr. Ramon Hernandez informed the Council that juvenile mediations trainings now require onboarding through the SEMARC process, which includes fingerprinting and an additional check, and suggested this be added to the handbook. He also noted that civil rights training was missing. Ms. Quintanilla confirmed the current handbook was drafted specifically for civil volunteer mediators; family attorney mediators and juvenile mediators are separate pools. Judge Gonzalez directed Ms. Quintanilla to create separate handbook documents for juvenile and family attorney mediators, to be brought back in October.

Ms. Ashley Vaughn informed the Council of the issue of law firms requesting their own version of the MSA, and the committee agreed to add language to both litigant-facing documents and the mediator handbook clarifying that only the DRC's MSA will be used. Mr. Mike Soto noted the DRC avoids incorporating debt collection company language verbatim into the MSA to preserve neutrality. Mr. Ramon Hernandez suggested to the Council instructions requiring mediators to sign an acknowledgment form that they have read and agree to the handbook. Ms. Quintanilla confirmed this was already the practice and would continue. Judge Gonzalez raised the question of mandatory reporting obligations (e.g., child abuse) for mediators; Ms. Quintanilla confirmed this applies to juvenile mediators, who must complete Abuse, Neglect, and Exploitation (ANE) training, and that it would be addressed in the forthcoming juvenile document. Motion passed to adopt the handbook as presented with the addition of MSA-related language, to be brought back in October.

Commissioner Butler moved to approve the revised mediation handbook subject to adding MSA related language in October. The motion was seconded by Judge Gonzalez and carried unanimously.

V. Review, discuss and receive an update on the El Paso Dispute Resolution Center Program Activities. *Discuss and Act Upon As Needed*

Ms. Quintanilla reported to the Council that they have had an increase in calls from residents asking legal questions such as whether they need an attorney or questions the DRC cannot answer as a non-legal entity.

Ms. Quintanilla informed the Council that the current referral loop cycles between the Texas Bar, Legal Aid, and the DRC are without resolution. Ms. Quintanilla noted that Texas Legal Aid is limited by financial eligibility criteria and can only take certain case types. Ms. Quintanilla further informed the Council that she had contacted approximately 16 other DRCs in Texas for ideas; some are led by attorneys who provide limited guidance, while others rely on legal clinics. Ms. Quintanilla also informed the Council that the Veterans' Court previously hosted legal clinics at Valle Verde Campus, but these

did not resume after COVID. She further stated that Montgomery County DRC reported having a reference attorney on staff at the law library who handles simple, uncontested cases where neither party is represented. Mr. Brian Stanley noted that the 13th floor of the courthouse has a Texas Legal Aid kiosk offering a free chat function Monday–Thursday, 9am–12pm, available in Spanish, subject to financial eligibility.

Ms. Diana Valdez, informed the Council that as the incoming president of the El Paso Bar Association, noted the Bar receives up to 40 referral calls per day and that the State Bar took over the local referral hotline during the pandemic. Ms. Valdez cautioned against simply providing a list of attorneys offering free consultations without proper vetting for good standing and malpractice coverage. Ms. Valdez also noted she has connected Mr. Soto and Ms. Quintanilla to resources through the State Bar and Texas Young Lawyers Association, including pro se divorce handbooks and justice court guides in layman's terms. Potential collaborations discussed by the Council include the El Paso Bar Association, UTEP (which is pursuing law school approval, potentially by 2027 legislative session with a school possibly opening ~10 years later), the Law School Preparation Institute (LSPI), and other community groups. According to Ms. Valdez, the goal is to consolidate resources into one communication channel. Ms. Quintanilla also reported a productive meeting with Andrea Cortinas at UTEP/LSPI, and also noted that UTEP student Geraldine Gone, who went through the mediation program, is now a DRC mediator.

VI. Update/ the El Paso Dispute Resolution Center- Juvenile Adolescent Family Violence Mediation Pro*gram.*
No Action Needed

Ms. Ashley Vaughn provided an update to the Council on the Juvenile Adolescent Family Violence Mediation Program, a diversion initiative that receives referrals from JPD for juveniles charged with assault family violence.

Ms. Vaughn reported 23 completed mediations, one scheduled mediation, with six completing a three-month follow-up. Approximately 70 participant surveys have been collected, including 29 juveniles and 41 family members. According to Ms. Vaughn, participant satisfaction averaged 92/100, and analysis showed a statistically significant increase in participant confidence immediately following mediation. Although confidence scores declined slightly at the three-month follow-up, they remained above pre-mediation levels. Ms. Vaughn further reported findings also indicated that pre-mediation attitudes strongly influenced post-mediation satisfaction and that family members reported greater learning and benefit from the process than juveniles.

Ms. Vaughn noted that funding for the project has been extended through the spring and requested suggestions to improve participation in three-month follow-up surveys. She stated that open-ended responses have not yet been coded for themes. She then selected shared quotes from families who indicated they valued speaking without judgment and feeling heard. Ms. Vaughn notes that recidivism data is being collected but not yet analyzed.

Ms. Vaughn also shared that the UTEP mediation course trained 16 students through a micro-credential program, with two students completing solo mediations. Ms. Vaughn mentions to the Council that

several students have continued serving as volunteer mediators.

Ms. Vaughn added that she and Dr. Krystia Reed completed a 24-hour Restorative Justice Circles training.

Ms. Vaughn also announced to the Council her new role as Assistant Professor of Practice at UTEP LSPI, teaching torts and legal writing, and highlighted LSPI's paid internship program. She also requested assistance from the Council identifying internship placements for upcoming semesters.
Ms. Diana Valdez recommended pursuing grant opportunities through the Texas Bar Foundation to support program growth.

Ms. Vaughn also discussed future opportunities, including victim-offender mediation for juvenile cases, restorative justice circles for truancy cases, and expanded collaboration with school districts and the County Attorney's Office.

VII. Approve the El Paso Dispute Resolution Center's Settlement Week.
Discuss and Act Upon As needed

Ms. Quintanilla proposed to the Council formalizing Settlement Week, an initiative that had been discussed previously. She proposed the dates of September 28 through October 2 and reported that Judge Rodriguez's court and several other courts have already expressed support and indicated their willingness to refer cases for mediation during the event.

Ms. Quintanilla stated that the DRC will work with the participating courts to determine the number of cases to be referred and coordinated during Settlement Week.

Ms. Vaughn made a motion to approve Settlement Week for September 28 through October 2 and seconded by Commissioner Butler and passed unanimously.

VIII. Other Business
No Action Needed

Ms. Quintanilla informed the Council that the next meeting scheduled falls on the last Tuesday of each month, which would be October 27th. However, she will be out of town that day. A motion to set the next meeting for Wednesday, October 28th at noon was made by Commissioner Butler, and seconded by Ms. Childress, and passed unanimously. Next Meeting October 28, 2026.

IX. Adjournment:
The Council meeting adjourned at 1:05 p.m.

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El Paso Dispute Resolution Council Meeting
October 28, 2026

Subject:

III. Approve the El Paso Dispute Resolution Center – Election of Officers. (Presented by Marisa Quintanilla, Regional Services Director)

Information:

Consider, discuss and take appropriate action to elect and approved the FY 2027 DRC Council Officers; positions – Chairperson and Vice Chairperson.

Attachments:

None.

Chairperson	Mr. Mark Briggs
Vice-Chairperson	Honorable Jesus Rodriguez

Officers

1. The officers of the Council shall be the Chair and the Vice Chairperson. The officers shall be elected annually during the month of October, but in any case, shall hold office until their successors have been elected.
2. Officers shall assume office on the day of election, immediately following election. The officers shall qualify as regularly appointed members of the Council. The duties of the officers shall be those usually pertaining to their respective offices.
3. The Chairperson will preside at all meetings of the Advisory Council, but if for any reason they are absent or unable to act, the Vice Chairperson shall preside at such meetings and at such times shall exercise all of the powers and discharge the duties of the Chair. If both the Chair and Vice Chair are absent or unable to act, an alternate Chair shall be elected by a simple majority of the Advisory Council for that meeting.
4. The presiding officer shall preserve strict order and decorum at all regular and special meetings of the Advisory Council.

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El Paso Dispute Resolution Council Meeting
October 28, 2026

Subject:

IV. Review, discuss and receive an update on the Council's Membership.
(Presented by Marisa Quintanilla, Regional Services Director)

Information:

The Citizen-at-Large Representative seat is now vacant, as Mr. Caesar Llanez has become an employee of the RIOCOG DRC Program.

Attachments:

None.

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El Paso Dispute Resolution Council Meeting
October 28, 2026

Subject:

V. Approve the El Paso Dispute Resolution Center's updated Mediation Documents. (Presented by Marisa Quintanilla, Regional Services Director)

Information:

The clean versions of the mediation documents are attached to this staff report.

Attachments:

Mediation Intake Form – English
Mediation Intake Form – Spanish
Pre-Mediation Disclosure Statement –English
Pre-Mediation Disclosure Statement – Spanish
Letter of Acknowledgement – English
Letter of Acknowledgement – Spanish
Memorandum of Agreement – English
Memorandum of Agreement –Spanish
Juvenile Probation Department Agreement – English
Juvenile Probation Department Agreement – Spanish

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MEDIATION INTAKE FORM

Case:	*Scheduled:*	*Type:*

Case Classification (Check One):

Auto Accident ☐ *Year:*_____ *Make:*_____ *Model:*_____

Family ☐ *Consumer/Merchant* ☐ *Contract* ☐ *Personal Injury* ☐

Neighbor ☐ *Landlord/Tenant* ☐ *Employment* ☐ *Auto Repair* ☐ *Other* ☐

COMPLAINANT DATA *Primary Language (Check One):* *English* ☐ *Spanish* ☐

Referred By: _____

Name: _____
First *Middle* *Last*

*Primary phone:*_____ *Secondary phone:*_____ *Email:*_____

*Address:*_____
Street *City* *State* *Zip Code*

RESPONDENT DATA *Primary Language (Check One):* *English* ☐ *Spanish* ☐

Referred By: _____

Name: _____
First *Middle* *Last*

*Primary phone:*_____ *Secondary phone:*_____ *Email:*_____

*Address:*_____
Street *City* *State* *Zip Code*

Mediation proceedings are highly confidential and voluntary in nature and are not subject to disclosure in a Court of Law, unless the information can be discovered independently of the Mediation (Sec. 154.073(c) Texas Civil Practice and Remedies Code). By my signature below: I acknowledge the importance of preserving the confidentiality of the mediation process and I agree not to subpoena as a witness or hold responsible: the Mediators, the Staff of the DRC, the Staff of the RIOCOG or the RIOCOG Board of Directors, for the outcome of this case in litigation or for any action which may be taken by any disputing party involved in this case, before, during, or after the mediation.

Complainant Signature: _____ ***Date:*** _____

Continued in the back

Revised 07/28/2026

Please provide a brief description of your case in the lines below.

Describe Dispute:

_____

_____

_____

_____

_____

_____

_____

_____

Solution Desired:

_____

_____

_____

_____

_____

_____

A $50.00 NON-REFUNDABLE MEDIATION FEE FOR NEIGHBORHOOD CASES AND A $300.00 NON-REFUNDABLE MEDIATION FEE PER PARTY FOR FAMILY CASES MUST BE PAID TO THE DRC PRIOR TO ANY SCHEDULED NEIGHBORHOOD OR FAMILY MEDIATION.

ALL INFORMATION REQUESTED MUST BE PROVIDED IN ORDER TO PROCESS THE INTAKE.

If the Complainant fails to contact the DRC to confirm their intent to proceed, it will be presumed that the Complainant no longer wishes to participate in mediation, and the mediation session will be deemed no longer necessary.

***Initials:*_____**

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FORMULARIO DE ADMISIÓN PARA MEDIACIÓN

Caso:	*Programado:*	*Tipo:*

Clasificación de Caso (Marque una Opción):

Accidente de Auto ☐ *Año:*_____ *Marca:*_____ *Modelo:*_____

Familia ☐ *Consumidor/Comerciante* ☐ *Contrato* ☐ *Lesiones Personales* ☐

Vecino ☐ *Arrendador/Arrendatario* ☐ *Empleo* ☐ *Reparación de auto* ☐ *Otro* ☐

DATOS DEL DENUNCIANTE *Idioma Principal (marque una opción):* *Ingles* ☐ *Español* ☐

Referido por: _____

Nombre: _____
Primero *Segundo* *Apellido*

*Teléfono principal:*_____ *Teléfono secundario:*_____ *Correo Electronico:*_____

*Dirección:*_____
Calle *Ciudad* *Estado* *Codigo Postal*

DATOS DEL ENCUESTADO *Idioma Principal (marque una opción):* *Ingles* ☐ *Español* ☐

Referido por: _____

Nombre: _____
Primero *Segundo* *Apellido*

*Teléfono principal:*_____ *Teléfono secundario:*_____ *Correo Electronico:*_____

*Dirección:*_____
Calle *Ciudad* *Estado* *Codigo Postal*

Los procedimientos de mediación son altamente confidenciales y de carácter voluntario, y no están sujetos a divulgación ante un tribunal de justicia, a menos que la información pueda descubrirse independientemente de la mediación (Sec. 154.073(c) Texas Civil Practice and Remedies Code** Art. 154.073(c) del Código de Práctica Civil y Recursos de Texas), Así que, por mi firma a continuación: Reconozco la importancia de preservar la confidencialidad del proceso de la mediación y acepto no citar como testigos ni hacer responsables a los mediadores, al personal del EPDRC, al personal de RIOCOG ni a la Junta Directiva de RIOCOG por el resultado de este caso en litigio, ni por ninguna acción que pueda emprender cualquiera de las partes en conflicto involucradas en este caso, ya sea antes, durante o después de la mediación.**

Firma del Denunicante: _____ ***Fecha:*** _____

Continúa en la parte de atrás

Por favor, proporcione una breve descripción de su caso en las líneas siguientes.

*Describir la disputa:*_____

_____

_____

_____

_____

_____

_____

_____

*Solución deseada:*_____

_____

_____

_____

_____

_____

TARIFA DE MEDIACIÓN NO REEMBOLSABLE DE $50.00 PARA CASOS DE VECINDARIOS Y TARIFA DE MEDIACIÓN NO REEMBOLSABLE DE $300.00 POR PARTE PARA CASOS DE VECINO O FAMILIA DEBE PAGARSE AL DRC ANTES DE LA MEDIACIÓN
TODA LA INFORMACIÓN SOLICITADA DEBE PROPORCIONARSE PARA PROCESAR LA ADMISIÓN.

Si el denunciante no se pone en contacto con la DRC para confirmar su intención de continuar con el proceso, se presumirá que ya no desea participar en la mediación y la sesión de mediación se considerará innecesaria.
Iniciales:_____

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CONFIDENTIAL PRE- MEDIATION DISCLOSURE STATEMENT

**All information is considered confidential and will not be disseminated to other parties. **
The Petitioner/Complainant is required to provide a copy of the court petition or any amendments. The Respondent is required to provide a copy of the answer or response to the petition, including any amendments.

If a Counterpetition (or counterclaim) is filed, please provide a copy of the Counterpetition/counterclaim.

Cause No.:
Name: ( ) Plaintiff ( ) Defendant ( ) Attorney
Telephone No.:
Email Address:
Attorney use only:
Please provide the name, telephone number, and email address of the client you represent.
Name:
Telephone No.:
Email Address:
Briefly describe the dispute and issues to be resolved at the mediation from your perspective:
Briefly describe the desired resolution or indicate the desired amount sought, as well as the status of any prior settlement discussions
Indicate who will attend the mediation who is not on the Order to Mediate / Register of Actions / Intake Form. All participants are required to sign the Agreement to Mediate and the Confidentiality Agreement.
Indicate any facts or circumstances that may have an impact on the possibility of a settlement:

Indicate any special requests or any accommodation required for the mediation:

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DECLARACIÓN CONFIDENCIAL DE DIVULGACIÓN PREVIA A LA MEDIACIÓN

** Toda la información se considera confidencial y no se divulgará a terceros. **
El peticionario/denunciante está obligado a proporcionar una copia de la petición judicial o de cualquier modificaciónes.

La parte demandada debe presentar una copia de la contestación o respuesta a la petición, incluido cualquier modificaciónes
Si se presenta una contrademanda (o reconvención), por favor proporcione una copia de la misma.

Número de caso.:
Nombre: ( )Demandante ( )Demandado ( )Abogado
Número telefónico .:
Correo electronico:
Solo para uso de abogados: Por favor, proporcione el nombre, el número de teléfono y el correo electrónico del cliente al que representa. Nombre: Número telefónico: Correo electrónico:
Describa brevemente la disputa y los problemas que se resolverán en la mediación desde su perspectiva.:
Describa brevemente la solución deseada o indique la cantidad solicitada, así como el estado de cualquier negociación previa para llegar a un acuerdo.
Indique quién asistirá a la mediación que no figure en la Orden de Mediación / Registro de Acciones / Formulario de Admisión. Todos los participantes deben firmar el Acuerdo de Mediación y el Acuerdo de Confidencialidad.

Indique cualquier hecho o circunstancia que pueda influir en la posibilidad de llegar a un acuerdo:
Indique cualquier solicitud especial o cualquier acomodación necesaria para la mediación:

El Paso Dispute Resolution Center
8037 Lockheed, Ste. 100
El Paso, Texas 79925

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Phone: (915) 533-0998
Fax: (915) 532-9385
www.elpasodrc.org

LETTER OF ACKNOWLEDGEMENT

I/We acknowledge the receipt of the attached documents for CASE _____, which include the Mediation Agreement, Confidentiality Agreement, and the rules for Mediation. We are presently examining the documents and will address any questions we may have before returning this document to the El Paso Dispute Resolution Center.

This acknowledgment form will be returned to the Dispute Resolution Center within 7 business days of receiving it.

Plaintiff's Name (print) Date

_____

_____

Plaintiff's Signature Date

_____

_____

Plaintiff's Attorney Name (print) Date

_____

_____

Plaintiff's Attorney signature Date

_____

_____

Defendant's Name (print)

_____

_____

Defendant's Signature Date

_____

_____

Defendant's Attorney Name (print)

_____

_____

Defendant's Attorney Signature Date

_____

_____

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AGREEMENT TO MEDIATE

This is an Agreement to participate in a mediation. The parties understand and agree that mediation is a voluntary process, which may be terminated at any time.

The parties and, if they desire, their representatives and/or attorneys, are invited to attend a mediation session. No one else may attend mediation without the consent of the mediator(s).

The mediator is a neutral third party who will not function as the representative of either party. However, the mediator may assist the parties in reaching resolution and crafting a settlement agreement. The mediator is not a legal advisor and will not provide legal advice during this mediation. The parties understand and agree that they have been advised that they may obtain any legal advice from their own legal counsel prior, during, and after mediation.

Each party understands and acknowledges that they have been advised of their option to seek independent legal review prior to signing any settlement agreement in this matter.

The parties acknowledge that the mediator(s) possesses the discretion to terminate the mediation at any time if any impasse occurs or either party or the mediator deems the case inappropriate for mediation.

The parties recognize the mediation is a confidential process and agree to participate in good faith and abide by the terms of the attached Confidentiality Agreement.

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CONFIDENTIALITY AGREEMENT

1. The parties agree to participate voluntarily in mediation in an effort to resolve the above referenced matter.

2. The parties agree that all matters discussed during the mediation are confidential, unless otherwise discoverable and cannot be used as evidence in any subsequent administrative or judicial proceeding. Confidentiality, however, will not extend to threats of imminent physical harm or incidents of actual violence that occur during the mediation.

3. The parties agree not to subpoena the mediator(s) or compel the mediator(s) to produce any documents provided by a party in any pending or future administrative or judicial proceeding. The mediator(s) will not voluntarily testify on behalf of a party in any pending or future administrative or judicial proceeding. The parties further agree that the mediator(s) will be held harmless for any claim arising from the mediation process.

4. Mediation sessions will not be tape-recorded or transcribed by the mediator or any of the participants.

5. If a settlement is reached by all the parties, the agreement shall be reduced to writing and when signed shall be binding upon all parties to the agreement.

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EL PASO DISPUTE RESOLUTION MEDIATION INFORMATION

What is "Mediation"? Mediation is a voluntary process of assisted negotiation in which a neutral third party, the Mediator, assists parties in resolving their own dispute. The mediation process is designed to allow the parties to control the outcome of their case. It gives the parties an excellent opportunity to resolve their dispute early in the process before the possibility of prolonged litigation or a lengthy investigation. The Mediator's goals are to:

1. Help the parties define the differences between them;
2. Find ways to help the parties communicate with each other;
3. Help the parties explore options available to resolve their differences; and,
4. Assist the parties in reaching an agreement to resolve their dispute.

It is not the Mediator's role to weigh the evidence, interview witnesses or determine the merits of a party's legal claims. All proceedings in mediation are strictly confidential. Mediation does not require that the parties be represented by an attorney, although the parties may elect to have representation.

Who will Mediate the Case? A Mediator will be selected from a list of mediators authorized by the El Paso Dispute Resolution Center to mediate claims and disputes. The Mediators will not be involved in either the investigation or any other processing of the case being mediated. How Mediation Works. The Mediator will explain the mediation process to the parties. Each party will then have an opportunity to describe the facts regarding the dispute. The Mediator will ask questions to clarify and narrow the issues and to determine areas of agreement and disagreement between the parties.

Preparation for Mediation. Meditation will proceed smoothly if all parties prepare in advance of the mediation. IT IS VERY IMPORTANT TO PREPARE IN ADVANCE FOR YOUR MEDIATION SESSION. PLEASE COME PREPARED TO RESPOND TO THE FOLLOWING:

1. List the key events in that order. Be as specific as possible in your description of events and the date on which they occurred.
2. Describe the general nature of the dispute.
3. List any facts that are in dispute.
4. Briefly outline any settlement offers or any further information you need to form a realistic settlement position.

5. Bring any helpful documentation or exhibits you already have in hand. These would be of use to you as memory joggers and NOT as documents to be submitted to the mediator as evidence.

Rules for Mediation. Please read the attached rules governing the mediation process before the scheduled date and time for mediation.

EL PASO DISPUTE RESOLUTION CENTER
RULES FOR MEDIATION

1. **Definition of Mediation.** Mediation is a voluntary process under which an impartial person, the Mediator, facilitates communication between the parties to promote reconciliation, settlement, or understanding among them. The Mediator may suggest ways of resolving the disputes, but may not impose the Mediator's own judgment on the issues for that of the parties.

2. **Agreement of Parties**. The parties shall be deemed to have made these rules a part of their agreement to mediate.

3. **Consent to Mediate**. The parties consent to the appointment of the individual named as Mediator in their case. The Mediator shall act as an advocate for resolution and shall use the Mediator's best efforts to assist the parties in reaching a mutually acceptable settlement.

4. **Conditions Precedent to Serving as Mediator.** The Mediator shall not serve as a Mediator in any dispute in which the Mediator has any financial or personal interest in the result of the mediation. Prior to accepting an appointment, the Mediator shall disclose any circumstances likely to create a presumption of bias. In the event that the parties disagree as to whether the Mediator shall serve, the Mediator shall not serve.

5. **Authority of the Mediator**. The Mediator does not have the authority to decide any issue for the parties, but will attempt to facilitate the voluntary resolution of the dispute by the parties. The Mediator is authorized to conduct joint and separate meetings with the parties and to offer suggestions to assist the parties in achieving settlement.

6. **Commitment to Participate in Good Faith**. While no one is asked to commit to settle their case in advance of mediation, all parties commit to participate in the proceedings in good faith with the intention to settle, if at all possible.

7. **Parties Responsible for Negotiating Their Own Settlement.** The parties understand that the Mediator will not and cannot impose a settlement in their case and agree that they are responsible for negotiating a settlement acceptable to them. The Mediator, as an advocate for settlement, will use every effort to facilitate the negotiations of the parties. The Mediator does not guarantee or represent that settlement will result from the mediation process.

8. **Authority of Representatives**. PARTY REPRESENTATIVES MUST HAVE AUTHORITY TO SETTLE AND ALL PERSONS NECESSARY TO THE DECISION TO SETTLE SHALL BE PRESENT. The names and addresses of such persons shall be communicated in writing to all parties and to the Mediator prior to the mediation.

9. **Privacy**. Mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the Mediator.

10. **Confidentiality**. Confidential information disclosed to a Mediator by the parties in the course of the mediation shall not be divulged by the Mediator. The Mediator shall not be compelled to testify in regard to the mediation in any charge processing, adversary proceeding or judicial forum. Any party that violates this agreement shall pay all fees and expenses of the Mediator and other parties, including reasonable attorney's fees incurred in opposing the efforts to compel testimony or records from the Mediator. The parties shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, judicial, or other proceeding: a) views expressed or suggestions made by another party with respect to a possible settlement of the dispute; b) admissions made by another party in the course of the mediation proceedings; c) proposals made or views expressed by the Mediator; or d) the fact that another party had or had not indicated willingness to accept a proposal for settlement made by the Mediator.

11. **No Stenographic or Electronic Record**. There shall be no stenographic or electronic record made of the mediation process. Please note that use of any Artificial Intelligence application and/or the recording, taping, photographing, or filming of any mediation session is strictly prohibited.

12. **No Service of Process at or Near the Site of the Mediation Session**. No subpoenas, summons, complaints, citations, writs or other process may be served upon any person at or near the site of any mediation session or upon any person entering, attending or leaving the session.

13. **Termination of Mediation**. The mediation shall be terminated: a) by the execution of settlement agreement by the parties; b) by determination by the Mediator to the effect that further efforts to mediation are no longer worthwhile; or c) by the decision of either party to the mediator to terminate mediation efforts.

14. **Exclusion of Liability**. Neither the Mediator nor the El Paso Dispute Resolution Center shall be liable to any party for any act or omission in connection with any mediation conducted under these rules.

15. **Mediated Settlement Agreement (MSA)**. Upon completion of mediation, if the parties resolve their dispute, a MSA will be prepared by DRC staff documenting the general terms of the agreed upon settlement. Any additional documentation required by the parties or their counsel for completion of resolution of any case, including without limitation, any

private settlement agreements, lien release forms, proposed agreed judgments, etc, will not be the responsibility of the DRC Staff or its mediators. Any such additional documentation required for completion of any resolution will be the responsibility of the mediation participants and their legal counsel, if any.

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CARTA DE ACUSE DE RECIBO

Acuso/Acusamos recibo de los documentos adjuntos correspondientes al CASO _____, los cuales incluyen el Acuerdo de Mediación, el Acuerdo de Confidencialidad y las normas de mediación. Actualmente estamos revisando los documentos y plantearemos cualquier duda que podamos tener antes de devolver este documento al Centro de Resolución de Disputas de El Paso (*El Paso Dispute Resolution Center*)

Este formulario de acuse de recibo deberá devolverse al El Paso Dispute Resolution Center en un plazo de 7 días hábiles tras su recepción.

Nombre del Demandante Fecha

_____

_____

Firma del Demandante Fecha

_____

_____

Nombre del Abogado Fecha

_____

_____

Firma del Abogado Fecha

_____

_____

Nombre del Demandado

_____

_____

Firma del Demandado Fecha

_____

_____

Nombre del Abogado

_____

_____

Firma del Abogado Fecha

_____

_____

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ACUERDO DE MEDIACIÓN

Este es un acuerdo para participar en una mediación. Las partes comprenden y aceptan que la mediación es un proceso voluntario que puede darse por terminado en cualquier momento.

Se invita a las partes y, si así lo desean, a sus representantes y/o abogados, a asistir a una sesión de mediación. Ninguna otra persona podrá asistir a la mediación sin el consentimiento del mediador o de los mediadores.

El mediador es un tercero neutral que no actuará como representante de ninguna de las partes. No obstante, el mediador puede ayudar a las partes a alcanzar una solución y a redactar un acuerdo de conciliación. El mediador no es asesor jurídico y no proporcionará asesoramiento legal durante la mediación. Las partes comprenden y aceptan que se les ha informado de que pueden obtener asesoramiento legal de sus propios abogados antes, durante y después de la mediación.

Cada una de las partes comprende y reconoce haber sido informada de su opción de solicitar una revisión legal independiente antes de firmar cualquier acuerdo de conciliación en este asunto.

Las partes reconocen que el mediador (o los mediadores) tiene la facultad de dar por terminada la mediación en cualquier momento si surge un bloqueo o si cualquiera de las partes o el mediador considera que el caso no es adecuado para la mediación.

Las partes reconocen que la mediación es un proceso confidencial y acuerdan participar de buena fe y cumplir con los términos del Acuerdo de Confidencialidad adjunto.

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ACUERDO DE CONFIDENCIALIDAD

1. Las partes acuerdan participar voluntariamente en una mediación con el fin de resolver el asunto antes mencionado.

2. Las partes acuerdan que todos los asuntos tratados durante la mediación son confidenciales — salvo aquellos que sean susceptibles de ser descubiertos por otros medios— y no podrán utilizarse como prueba en ningún procedimiento administrativo o judicial posterior. No obstante, la confidencialidad no se extenderá a las amenazas de daño físico inminente ni a los incidentes de violencia real que ocurran durante la mediación.

3. Las partes acuerdan no citar al mediador (o a los mediadores) ni obligarle(s) a presentar documentos aportados por una parte en ningún procedimiento administrativo o judicial, ya sea en curso o futuro. El mediador (o los mediadores) no testificará(n) voluntariamente a favor de ninguna de las partes en ningún procedimiento administrativo o judicial, ya sea en curso o futuro. Asimismo, las partes acuerdan eximir de responsabilidad al mediador (o a los mediadores) frente a cualquier reclamación derivada del proceso de mediación.

4. Las sesiones de mediación no serán grabadas ni transcritas por el mediador ni por ninguno de los participantes.

5. Si todas las partes llegan a un acuerdo, este se formalizará por escrito y, una vez firmado, será vinculante para todas las partes intervinientes.

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EL PASO DISPUTE RESOLUTION
INFORMACIÓN SOBRE MEDIACIÓN

¿Qué es la "mediación"? La mediación es un proceso voluntario de negociación asistida en el que un tercero neutral —el mediador— ayuda a las partes a resolver su propia disputa. El proceso de mediación está diseñado para permitir que las partes controlen el resultado de su caso. Ofrece a las partes una excelente oportunidad para resolver el conflicto en una etapa temprana del proceso, antes de que exista la posibilidad de un litigio prolongado o una investigación extensa. Los objetivos del mediador son:

1. Ayudar a las partes a definir las diferencias entre ellas;
2. Encontrar formas de ayudar a las partes a comunicarse entre sí;
3. Ayudar a las partes a explorar las opciones disponibles para resolver sus diferencias; y
4. Ayudar a las partes a llegar a un acuerdo para resolver su disputa.

No corresponde al mediador valorar las pruebas, entrevistar a los testigos ni determinar el fundamento de las pretensiones jurídicas de las partes. Todas las actuaciones de la mediación son estrictamente confidenciales. La mediación no exige que las partes estén representadas por un abogado, aunque pueden optar por contar con dicha representación.

¿Quién mediará en el caso? Se seleccionará a un mediador de una lista de mediadores autorizados por el Centro de Resolución de Disputas de El Paso (*El Paso Dispute Resolution Center*) para mediar en reclamaciones y disputas. Los mediadores no participarán en la investigación ni en ninguna otra etapa del trámite del caso objeto de la mediación. ¿Cómo funciona la mediación? El mediador explicará el proceso de mediación a las partes. A continuación, cada parte tendrá la oportunidad de exponer los hechos relacionados con la disputa. El mediador formulará preguntas para aclarar y delimitar las cuestiones en juego, así como para determinar los puntos de acuerdo y desacuerdo entre las partes.

Preparación para la mediación. La mediación se desarrollará sin problemas si todas las partes se preparan con antelación. ES MUY IMPORTANTE PREPARARSE CON ANTELACIÓN PARA SU SESIÓN DE MEDIACIÓN. POR FAVOR, VENGA PREPARADO PARA RESPONDER A LO SIGUIENTE:

1. Enumera los eventos clave en ese orden. Sea lo más específico posible en su descripción de los hechos y la fecha en que ocurrieron.
2. Describa la naturaleza general de la disputa.
3. Enumere los hechos que estén en disputa.

4. Describa brevemente cualquier oferta de acuerdo o cualquier información adicional que necesite para establecer una postura realista de negociación.
5. Traiga cualquier documentación o material de apoyo que ya tenga a mano. Estos le servirán para refrescar la memoria, y NO como documentos que deban entregarse al mediador a modo de prueba..

Reglas para Mediación. Por favor, lea las reglas adjuntas que rigen el proceso de mediación antes de la fecha y hora programadas para la mediación.

EL PASO DISPUTE RESOLUTION CENTER
REGLAS PARA MEDIACIÓN

1. **Definición de Mediación.** La mediación es un proceso voluntario en el que una persona imparcial —el mediador— facilita la comunicación entre las partes para promover la reconciliación, el acuerdo o el entendimiento entre ellas. El mediador puede sugerir formas de resolver las controversias, pero no puede imponer su propio criterio sobre las cuestiones en lugar del de las partes.

2. **Acuerdo de las partes**. Se considerará que las partes han incorporado estas reglas a su acuerdo de mediación.

3. **Consentimiento para la mediación**. Las partes consienten el nombramiento de la persona designada como mediador en su caso. El mediador actuará en favor de la resolución y empleará sus mejores esfuerzos para ayudar a las partes a alcanzar un acuerdo mutuamente aceptable.

4. **Condiciones previas para actuar como mediador.** El mediador no actuará como tal en ninguna controversia en la que tenga algún interés económico o personal en el resultado de la mediación. Antes de aceptar su designación, el mediador deberá revelar cualquier circunstancia que pudiera dar lugar a una presunción de parcialidad. En caso de desacuerdo entre las partes sobre si el mediador debe actuar, este no ejercerá dicha función.

5. **Autoridad del Mediador**. El mediador no tiene autoridad para decidir ninguna cuestión por las partes, pero intentará facilitar la resolución voluntaria de la disputa entre ellas. El mediador está facultado para celebrar reuniones conjuntas y por separado con las partes, así como para ofrecer sugerencias que las ayuden a alcanzar un acuerdo.

6. **Compromiso de participar de buena fe**. Si bien no se le pide a nadie que se comprometa a resolver su caso antes de la mediación, todas las partes se comprometen a participar en el proceso de buena fe con la intención de llegar a un acuerdo, si es posible.

7. **Partes responsables de negociar su propio acuerdo.** Las partes reconocen que el mediador no impondrá ni puede imponer un acuerdo en su caso, y convienen en que son responsables de negociar un acuerdo que les resulte aceptable. El mediador, en su

calidad de promotor del acuerdo, hará todo lo posible por facilitar las negociaciones entre las partes. El mediador no garantiza ni asegura que el proceso de mediación conduzca a un acuerdo.

8. **Autoridad de los Representantes**. LOS REPRESENTANTES DE LAS PARTES DEBEN TENER AUTORIDAD PARA LLEGAR A UN ACUERDO, Y TODAS LAS PERSONAS NECESARIAS PARA TOMAR LA DECISIÓN DE ACORDAR DEBERÁN ESTAR PRESENTES. Los nombres y las direcciones de dichas personas se comunicarán por escrito a todas las partes y al mediador antes de la mediación.

9. **Privacidad**. Las sesiones de mediación son privadas. Las partes y sus representantes pueden asistir a las sesiones de mediación. Otras personas solo pueden asistir con el permiso de las partes y el consentimiento del mediador.

10. **Confidencialidad**. La información confidencial revelada a un mediador por las partes durante el curso de la mediación no será divulgada por dicho mediador. El mediador no estará obligado a testificar sobre la mediación en ningún procedimiento de tramitación de reclamaciones, proceso contradictorio o foro judicial. Toda parte que incumpla este acuerdo deberá abonar todos los honorarios y gastos del mediador y de las demás partes, incluidos los honorarios razonables de abogados en que se haya incurrido para oponerse a los intentos de obligar al mediador a prestar testimonio o aportar documentos. Las partes mantendrán la confidencialidad de la mediación y no se basarán en ella ni la presentarán como prueba en ningún procedimiento arbitral, judicial o de otra índole respecto a: a) las opiniones expresadas o sugerencias formuladas por otra parte en relación con un posible acuerdo para resolver la controversia; b) admisiones realizadas por otra parte en el curso del procedimiento de mediación; c) las propuestas formuladas u opiniones expresadas por el mediador; o d) el hecho de que otra parte hubiera manifestado —o no— su disposición a aceptar una propuesta de acuerdo formulada por el mediador.

11. **Sin registro estenográfico ni electrónico**. No se realizará ningún registro estenográfico o electrónico del proceso de mediación. Tenga en cuenta que el uso de cualquier aplicación de inteligencia artificial y/o la grabación, filmación, fotografía o vídeo de cualquier sesión de mediación están estrictamente prohibidos.

12. **No se realizarán notificaciones judiciales en el lugar o cercas del lugar de la sesión de mediación**. No se podrán notificar citaciones, emplazamientos, denuncias, requerimientos, mandamientos judiciales ni ningún otro tipo de notificación a ninguna persona que se encuentre en el lugar o cerca del lugar de una sesión de mediación, ni a ninguna persona que entre, asista o salga de la sesión.

13. **Terminación de la mediación**. La mediación quedará terminada: a) mediante la ejecución del acuerdo por las partes; b) mediante una determinación del mediador en el sentido de que ya no vale la pena continuar con los esfuerzos de mediación; o c) por decisión de cualquiera de las partes al mediador de poner fin a los esfuerzos de mediación.

14. **Exclusión de responsabilidad**. Ni el mediador ni el Centro de Resolución de Disputas de El Paso (*El Paso Dispute Resolution Center*) serán responsables ante ninguna de las partes por ningún acto u omisión en relación con cualquier mediación llevada a cabo conforme a estas reglas.

15. **Acuerdo de Mediación.** Al finalizar la mediación, si las partes resuelven su disputa, el personal del DRC preparará un acuerdo de mediación (MSA, por sus siglas en inglés) en el que se documentarán los términos generales del acuerdo alcanzado. La preparación de cualquier documentación adicional que las partes o sus abogados requieran para formalizar la resolución del caso —incluyendo, sin carácter limitativo, acuerdos de conciliación privados, formularios de liberación de gravámenes, propuestas de sentencias acordadas, etc.— no será responsabilidad del personal del DRC ni de sus mediadores. Dicha documentación adicional, necesaria para completar la resolución, será responsabilidad de los participantes en la mediación y de sus respectivos asesores legales, si los hubiera.

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Case no:

Vs.

MEMORANDUM OF AGREEMENT

The matter between _____, was mediated on the _____day of _____of 20___. by Mediator _____.

The parties have agreed to the following:

1.

The undersigned parties to this Agreement agree that the terms listed above are their own and that no one has forced, coerced or advised (other than their own attorneys) either undersigned party to accept the terms of this agreement. Acceptance of these terms as indicated by the signatures below has been done freely and individually.

The undersigned parties agree that the Mediator(s), Staff of the EPCDRC, RIOCOG or the RIOCOG Board of Directors will not be held responsible for the contents of this Agreement, for the outcome of this case in litigation/dispute, or for any action which may be taken by any disputing party involved in this case, before, during, or after the mediation.

Signed on the ____ day of _____ of 20____.

_____

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Numero de caso:

Vs.

MEMORÁNDUM DE ACUERDO

El asunto entre _____, fue mediado en el dia ____de _____ de 20__ por Mediador _____.

Las partes han acordado lo siguiente:

1.

Las partes firmantes de este Acuerdo concuerdan en que los términos enumerados anteriormente son propios y que nadie ha obligado, coaccionado ni aconsejado (salvo sus propios abogados) a ninguna de las partes firmantes a aceptar los términos de este acuerdo. La aceptación de dichos términos, según lo acreditan las firmas que figuran a continuación, se ha realizado de manera libre e individual.

Las partes abajo firmantes acuerdan que el o los mediadores, el personal del EPCDRC, RIOCOG o la Junta Directiva de RIOCOG no serán responsables del contenido de este Acuerdo, del resultado de este caso en litigio o disputa, ni de ninguna acción que pueda emprender cualquiera de las partes en conflicto involucradas en este caso, ya sea antes, durante o después de la mediación.

Firmado en el dia ____ de _____ de 20___.

_____

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JPD Docket No.

MEMORANDUM OF UNDERSTANDING

The matter regarding _____was mediated on the _____**day of** _____by the following Mediator(s):_____

The parties agreed to the following:

1.

----------Nothing follows ----------

The undersigned parties to this Agreement agree that the terms listed above are their own; no one has forced, coerced, or advised (other than their own attorneys) either undersigned party to accept the terms of this agreement, and that such acceptance as indicated by the signatures below has been done freely and individually. The undersigned parties agree that the mediator(s), the staff and the EPDRC and the RIOCOG and its Board of Directors will not be held responsible for the contents of this Agreement, for the outcome of the case in litigation/dispute, or for any action which may be taken by any disputing party involved in this case, before, during, or after the mediation session.

SIGNED this_____day of _____ of 20____.

PARTIES:

_____ _____

_____

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JPD Docket No.

MEMORÁNDUM DE ENTENDIMIENTO

El asunto acerca de _____fue mediado en el dia ____ de _____ de 20___ por el/los siguiente(s) mediador(es):_____

Las partes acordaron lo siguiente:

1.

Las partes suscritas al presente Acuerdo aceptan que los términos enumerados anteriormente son propios; ninguna de las partes firmantes ha sido obligada, coaccionada ni asesorada (salvo por sus propios abogados) para aceptar los términos de este acuerdo, y dicha aceptación, tal como lo indican las firmas que figuran a continuación, se ha realizado de manera libre e individual. Las partes firmantes acuerdan que el o los mediadores, el personal, el EPDRC, el RIOCOG y su Junta Directiva no serán responsables del contenido de este Acuerdo, del resultado del caso en litigio o disputa, ni de ninguna acción que pueda emprender cualquiera de las partes en conflicto involucradas en este caso, ya sea antes, durante o después de la sesión de mediación

FIRMADO este dia ___ de _____ de 20___.

LAS PARTES:

_____ _____

_____

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El Paso Dispute Resolution Council Meeting
October 28, 2026

Subject:

VI. Approve the El Paso Dispute Resolution Center's updated Volunteer Mediator Handbook. (Presented by Marisa Quintanilla, Regional Services Director)

Information:

The clean version of the Volunteer Mediator Handbook is attached to this staff report.

Attachments:

El Paso Dispute Resolution Volunteer Mediator Handbook – English
El Paso Dispute Resolution Volunteer Mediator Handbook – Spanish

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Volunteer Mediator Handbook

El Paso Dispute Resolution Center
Volunteer Mediator Handbook

I. About the El Paso Dispute Resolution Center (DRC)

The El Paso Dispute Resolution Center ("DRC") is a project of El Paso County and the Rio Grande Council of Governments. Alternative Dispute Resolution Services promote the resolution of disputes prior to, during, and in lieu of litigation for residents within El Paso County.

Since its establishment in 1988, the DRC has assisted in the resolution of hundreds of cases and contested matters. The DRC provides an alternative to setting disputes through the process of mediation. Mediation is less expensive and less time – consuming than litigation – and often results in benefits to all parties.
The DRC accepts the following types of disputes:

Landlord/tenant	Probate/guardianship
Contracts	Personal injury
Child welfare cases	Threats/assaults
Uninsured motorist	Employers/employees
Special education mediation	Consumer/merchant
Restitution	Family

The DRC offers mediation services virtually via Zoom and in – person at the DRC office located at 8037 Lockheed, Ste. 100, El Paso, Texas 79925

The DRC volunteer mediators are the heart of the program and without mediators, the DRC could not offer so many meaningful programs and services to El Paso County residents. The DRC encourages all volunteer mediators to seek guidance or clarification from the DRC staff regarding any of the policies and procedures set forth in this handbook.

This handbook offers a basic overview of the DRC policies and procedures for all volunteer mediators and provides guidance and direction to mediators as they begin volunteering at the DRC. The DRC will provide the necessary training, supervision, evaluation and recognition. In turn, the DRC expects volunteer mediators to honor their commitments to the DRC, respect other mediators, clients and DRC staff members.

As the DRC continues to grow and evolve, the DRC may modify the policies, practices and information contained in this handbook, as necessary, and in accordance with program operational needs. Mediators will be notified of any changes to this manual.
If you have any questions or concerns, please contact the DRC staff.

II. Volunteer Mediator Requirements

The following are minimum requirements for serving as a volunteer mediator for the DRC. Please note that these requirements are subject to change without notice based on the operational needs of the DRC and the community which it serves.

A. Eligibility Requirements for all DRC Volunteer Mediators

1. All volunteer mediators must complete DRC volunteer application requirements, including submission of a written mediator's application and successful completion of the 40-hour Basic Mediation Training through an approved provider in a program which meets the Texas Mediation Trainers Roundtable (TMTR https://www.tmtr.org)
2. Upon successful completion of application requirements, volunteer mediations are required to attend a "meet and greet" with DRC staff prior to engaging in mediation services.
3. Volunteer mediators are expected to review the DRC handbook and abide by all policies and procedures promulgated by the DRC.
4. Volunteer mediators must be able to demonstrate effective communication skills.
5. It is further expected that volunteer mediators are respectful and polite in the manner in which they communicate and conduct themselves in the course of their volunteer duties, including their interactions with DRC staff, fellow mediators and clients.

B. Additional Eligibility Requirements for Family Attorney and Juvenile Mediators

Family Attorney Mediators

1. Family Attorney Mediators must be licensed to practice law in the State of Texas and is a member in good standing with the State Bar of Texas
2. Family Attorney Mediators must have a minimum of three (3) years of experience in a practice dedicated to family law or five (5) years of experience if at least half of their practice focuses on family law
3. Family Attorney Mediators agree to adhere to the Supreme Court of Texas Ethical Guidelines for Mediators and to the Judicial Code of Conduct as it applies to the Office of Dispute Resolution
4. Family Attorney Mediators will be required to successfully complete criminal background screening and will promptly update the DRC of any new criminal-related event involving any conviction, guilty plea or plea of no contest to any crime involving a felony or Class A or B misdemeanor.
5. Family Attorney Mediators are required to complete the requisite 40-Hour Basic Mediation Course, Advanced Family Mediation Course, and

Domestic Violence Family Course and will promptly provide proof of completion of these courses prior to performing family mediation

Juvenile Mediators

1. Juvenile Mediators will be required to successfully complete criminal background screening through a digital fingerprinting platform as required by El Paso County Juvenile Probation Department
2. Juvenile Mediators must complete the Abuse, Neglect, and Exploitation (ANE)
3. Prison Rape Elimination Act (PREA) training provided by El Paso County Juvenile Probation
4. Juvenile Mediators must meet with the El Paso County Chief Juvenile Probation Officer.
5. Juvenile Mediators will be required to successfully compete the Search Engine for Multi-Agency Reportable Conduct (SEMARC when conducting Juvenile Mediation sessions at the El Paso County Juvenile Probation facility. The SEMARC is outlined in Appendix I.

III. Policies and Procedures

A. **Essential duties and responsibilities of DRC Staff:** Below is a non-exhaustive list of the general duties and responsibilities of DRC Staff as it relates to the administration of mediation services.

1. DRC Staff will receive requests or court orders for referral to mediation.
2. DRC Staff will create files in Box.com and DRC Tracking Form Contacts and coordinates with the participants/attorneys regarding the Order for referral to Mediation, Agreed Order for Mediation, or Rule 11 court order;
3. DRC Staff will provide tentative mediation dates and times to the participants/attorneys.
4. DRC Staff will be tasked with handling the logistics of scheduling mediations virtually and in person for participating parties and will provide necessary information (i.e., Letter of Acknowledgment and Pre-Mediation Disclosure Statement).
5. DRC Staff will obtain and provide Mediator with a copy of the Petition filed by the Petitioner.
6. DRC Staff will obtain and provide Mediator with a copy of the answer or response filed by the Respondent.
7. DRC Staff will obtain and provide Mediator with a copy of the counterpetition or counterclaim.
8. DRC Staff will assist in preparing conference room set up/ Zoom administration and case files for volunteer mediators (i.e., signed Letter of Acknowledgement, Mediation Service Agreement, and other information received by the parties, etc.).

9. DRC Staff will provide interpretation services for mediation participants who do not speak English.
10. DRC Staff will be tasked with greeting clients and volunteer mediators on the day of the mediation.
11. DRC Staff are responsible for ensuring that all participating parties are present in the conference room or virtual (Zoom) mediation at the scheduled start time.
12. If one or more of the parties is not present at the scheduled start time of the mediation, DRC staff are responsible for contacting participant(s) via email or phone to determine their status regarding participation.
13. If the mediation does not start on time due to technical difficulties or late attendance by other participants, DRC staff will inform participants of any delays and anticipated start time.
14. Once all participants are in the Zoom main session, DRC staff will designate the volunteer mediator to serve as host of the Zoom mediation session.
15. DRC Staff will provide assistance and administrative support, as needed, during mediations for participants and volunteer mediators (i.e., creating breakout rooms, etc.).
16. DRC Staff will provide technical assistance to any participant or volunteer mediator with DocuSign, as needed.
17. If an agreement is reached, the volunteer mediator will draft the Mediation Settlement Agreement in a Word document and email it to the DRC staff for circulation.
18. DRC Staff will assist in circulating Mediation Settlement Agreements to participants and the volunteer mediator via DocuSign or by other means for signature.
19. DRC Staff will provide appropriate follow-up with volunteer mediators after completed mediation sessions.
20. DRC Staff will provide notice to the appropriate court of the mediation outcome—whether it is settled or not settled.
21. DRC Staff will track and log volunteer mediator hours, update case files on the case management database site (including uploading the MSA, signed Letter of Acknowledgement, and any prepare and maintain any other documentation related to mediated cases), DRC Tracking Form and https://efile.txcourts.gov/ofsweb/.

B. **Essential Duties and Responsibilities of Volunteer Mediators:** Below is a non-exhaustive list of the general duties and responsibilities of Volunteer Mediators.

1. Volunteer mediators are expected to interact and communicate with participants in a courteous and professional manner. Should any mediator experience any difficulty with any mediation participant or legal

representative of any participant, they should immediately contact DRC Staff for assistance.

2. Volunteer mediators are required to utilize the DRC Zoom account and links provided by the DRC staff in conducting mediations.
3. Volunteer mediators are **prohibited** from using personal Zoom accounts and links for mediations conducted through the DRC.
4. Volunteer mediators shall not conduct independent investigations or informal discovery on matters they are mediating.
5. Volunteer mediators shall not communicate directly with the court regarding assigned cases.
6. Volunteer mediators shall direct all requests for case information or administrative assistance to DRC Staff.
7. Volunteer mediators shall not provide legal advice to any party.
8. Volunteer mediators shall not represent either party in the dispute.
9. Volunteer mediators shall not use information obtained through mediation for personal gain.
10. Volunteer mediators shall not make decisions for the parties or impose decisions on settlement.
11. Volunteer mediators shall not coerce or pressure parties into reaching an agreement.
12. Volunteer mediators shall not maintain case files or records.
13. Volunteer mediators must email draft Mediated Settlement Agreements to DRC staff in Microsoft Word format.
14. Volunteer mediators are responsible for informing DRC Staff if participants request to use their own settlement agreement form outside (or in addition to) the DRC's designated Mediated Settlement Agreement before concluding the mediation.
15. Volunteer mediators are responsible for informing DRC staff if participants would benefit from a subsequent mediation session if additional time is required.
16. Volunteer mediators are responsible for informing DRC staff of safety, difficult clients or attorneys, or other issues that may be detrimental to the mediation services provided.
17. If an agreement is reached, volunteer mediators will be responsible for drafting Mediation Settlement Agreements in Word format and will email to DRC staff for distribution.
18. DRC staff will convert Word documents to PDF files and handle distribution to participants via DocuSign for signature.
19. Volunteer mediators are responsible for concluding mediation sessions with the mediation participants and attorneys (if applicable).

IV. Attendance, Absenteeism and Volunteer Timekeeping

DRC volunteer mediators are an integral part of the programs and services the DRC offers to residents of El Paso County. Therefore, the DRC kindly requests that

volunteers appear at least fifteen (15) minutes prior to the start of scheduled mediations. Volunteer mediators are required to promptly inform DRC staff of any scheduled absences – such as planned vacations – as far in advance as possible so appropriate arrangements can be made to ensure mediation coverage. In the event of an unscheduled absence – including illness or emergency –DRC staff must be notified as soon as possible, preferably prior to the scheduled mediation to the extent possible.

DRC staff will keep track of mediator hours. However, volunteers mediators are encouraged to keep a record of the mediation hours completed.

V. Performance Feedback

Periodic evaluations, reviews or feedback may be shared with volunteer mediators. This information will be shared to help enhance skills and focus on areas where improvement may be required. It is our goal to provide a positive mediation experience for all participants, including our mediators. We welcome feedback from volunteer mediators on their experiences to enhance the services the DRC provides.

VI. Policy Prohibiting Discrimination & Harassment

The DRC is committed to maintaining a harassment and discrimination free environment. The DRC policy prohibits discrimination and harassment on the basis of any legally protected status, including sex, race, religion, creed, color, national origin or ancestry, age, physical or mental disability, sexual orientation, gender identity or any other legally protected characteristic under applicable federal, state or local law and regulation. This policy is applicable to all individuals involved in DRC operations including DRC staff, volunteers, clients, contract workers and vendors. The DRC will not condone discrimination or harassment in any form and reserves the right to suspend or terminate mediation services for any individual who fails to comply and adhere to the DRC's policies in this regard.

If you believe that anyone associated with DRC mediation services has engaged in any behavior in violation of the DRC's policy prohibiting discrimination and harassment, please immediately report any issue or concerns as soon as possible to DRC staff or Regional Services Director. If the complaint involves allegations against DRC staff, volunteer mediators must report any concerns directly to the Rio Grande Council of Governments Executive Director. If the allegations involve the Executive Director, the volunteer mediator shall report any concerns to the DRC Council Chairperson. The DRC will promptly investigate any such reports in a discreet and confidential manner and will not tolerate or condone retaliation against anyone reporting suspected harassment or discrimination in good faith.

VII. Accommodations under the Americans with Disabilities Act

The DRC is committed to compliance with the Americans with Disabilities Act. Any volunteer mediator who becomes aware of any accommodation required by mediation participants should immediately contact DRC Staff for assistance in facilitating such accommodation.

VIII. Immunity

Please be advised that the Texas Civil Practice and Remedies Code § 154.055 provides that a volunteer mediator "who does not act with wanton or willful disregard of the rights, safety or property of another..." is immune from civil liability for "any act of omission within the scope of his or her duties or functions as impartial third party."

IX. Abuse/Neglect/Exploitation/Imminent Danger

A volunteer mediator who has reason to believe that a child, or person with a disability, or a person over the age of sixty-five (65) has been abused/neglected or exploited or is in imminent danger, should immediately contact DRC staff or Regional Services Director for instructions on reporting requirements.

X. Recordings of Mediation Sessions Strictly Prohibited

The recording of any mediation by Artificial Intelligence application, recording device, cellular phone or any other method of video or audio recording is strictly prohibited. Mediators should immediately inform DRC Staff of efforts by any party to record any mediation session.

XI. Additional Documentation Required for Resolution

Any additional documentation required by the parties or their counsel for completion of resolution of any case, including without limitation, any private settlement agreements, lien release forms, proposed agreed judgments, etc, will not be the responsibility of the DRC Staff or its mediators. Any such additional documentation required for completion of any resolution will be the responsibility of the mediation participants and their legal counsel, if any.

EL PASO COUNTY JUVENILE PROBATION DEPARTMENT PROBATION SERVICES/SPECIAL PROGRAMS UNIT	Policy Number PS SPU 2-1	Pages 1 of 19
Chapter 2 COMMUNITY ENGAGEMENT	**Related Standards/Policies:** TAC: §344.300, §344.302, §344.350, §344.360, §344.400, §344.410, §341.202	
Subject VOLUNTEER & INTERNSHIP PROGRAM		

I. POLICY

The El Paso County Juvenile Probation Department ("JPD") encourages citizens from the community to become volunteers and/or interns within the department and recognizes the invaluable service that they provide. The use of volunteers and interns enhances direct services to youth, broadens community resources for the department, and increases public awareness of juvenile justice services. In an effort to provide minimum protection and reduce legal liabilities to the department, its facilities, staff, volunteers, interns, and the youth, all volunteers and interns must comply with all components of the volunteer/internship program requirements.

II. DEFINITIONS

Volunteer - An individual who performs services for the juvenile probation department without compensation from the department who has:

(A) any unsupervised contact with youth in a juvenile justice program or facility; or

(B) regular or periodic supervised contact with youth in a juvenile justice program or facility.

Intern - An individual who performs services for a juvenile justice program or facility through a formal internship program that is sponsored by a juvenile justice agency or is part of an approved course of study through an accredited college or university.

Supervision[1] - Intern or Volunteer providing services alongside a certified JSO/JPO.

Professional Capacity[2] - Individual acquiring hours directly for accredited education or licensure alongside a certified clinician, JPO or JSO.

Direct Contact with a Juvenile - The ability to: provide care, supervision, or guidance to a

[1] This definition only applies to this Policy (PS/SPU 2-1).

[2] This definition only applies to this Policy (PS/SPU 2-1).

juvenile; to exercise any form of control over a juvenile; or to routinely interact with a juvenile.

III. PROCEDURES

A. JOB DESCRIPTION

Volunteers/Interns providing services for the JPD may assist Departmental staff in providing supervision of youth served by this Department. In conjunction with a certified juvenile supervision or probation officer, individuals in this position may also participate in the supervision and control of activities involving youth who are under intake services, detained and/or on court-ordered probation. Additionally, volunteers/interns may assist officers in data entry. All volunteers/interns are under the supervision of the director and/or designee of the unit in which they are assigned and may perform additional duties as permitted.

B. PROFESSIONAL REQUIREMENTS

1. Must be at least 21 years of age.
2. Must have a minimum education of a high school diploma or GED. Interns under an accredited university will not be required to provide proof of high school diploma or GED if serving in a professional capacity.
3. Have no disqualifying criminal history or be found to have non-criminal history as described below.
4. If current or previous military status, volunteer/intern must provide a copy of their DD214 form as described below.
5. Must complete required onboarding and annual training.
6. Must have a high degree of maturity coupled with interest in working with children/adolescents and the ability to work effectively with justice-involved youth, families and departmental staff.
7. If performing an internship, the intern must be enrolled in an accredited college or university. This must be confirmed in writing (usually through a copy of the syllabus, or direct communication with educational program director or designee) provided by the college or university professor overseeing the student's internship.
8. Must be current in their professional licensing/credentialing or authorized as part of an educational program or statutorily if the volunteer/interns service or program involves participating in a capacity directly related to their licensing/credentialing (e.g. Licensed Professional Counselor, Licensed Professional Nurse, or Licensed Social Worker).
9. Must display the ability to commit to a schedule based on assigned program needs. If performing an internship, intern must track hours completed to ensure compliance with educational program hour completion expectations.

C. AUTHORITY, RESPONSIBILITY, AND ACCOUNTABILITY

1. Volunteers and Interns providing services for the JPD are authorized to conduct the following duties:

a. Assist in supervising youth in Department sponsored activities (e.g. educational programs, arts and crafts, community service, service-learning opportunities, etc.).
b. Assist in supervising youth in daily housekeeping tasks (e.g. making beds, dusting furniture, mopping floors, etc.).
c. Eat with youth during meals and assist in supervising seating and serving, to include table manners, and general behavior.
d. Assist in maintaining basic discipline and control of youth; observing and monitoring youth constantly to detect and report potentially dangerous or deceptive acts.
e. Help relieve youth's anxieties and tensions through strength-based conversations, engagement, and within intern/volunteers professional skill set or focus.
f. Assist in maintaining some of the documentation of detained youths (e.g., unusual behavior, arrival, and departure of visitors, etc.).
g. Assist in processing youth referrals.
h. Assist in escorting youth within facility.
i. Assist with detainee phone calls.
j. Assist with laundry.
k. Assist in completing some paperwork (e.g., phone log, shift change log, etc.).
l. Answer phones.
m. Assist in supervising detainees.
n. Observe interviews or conferences with families.
o. Assist officers in conducting school, community service projects and shadow home visits. Shadowing of Home Visits can only be conducted by Volunteer/Intern after completing Officer Safety and Mechanical Restraints regarding Texas Administrative Code (TAC) 341.
p. Assist in the completion of memorandums.
r. Assist in the formalizing of electronic referrals.
s. Assist in completion of selected department forms.

t. Assist the Officers in case management: formulating court information sheets and preparing necessary orders.

v. Assist in entering data in JMIS. (Intern/volunteer must take CJIS training to obtain personal credentials to log into JMIS.)

w. Report any incidents of abuse, exploitation, and neglect of youth.

x. Perform professional services only when certified, licensed or authorized as an educational condition or authorized statutorily to perform those services (e.g. Licensed Professional Counselor, Licensed Social Worker, Licensed Vocational Nurse) and must receive prior authorization from the director of the unit in which they are assigned.

y. Perform other duties, under juvenile supervision or probation officer supervision, as assigned by the director or juvenile probation manager of the unit in which the volunteer/intern is assigned.

2. Volunteers and Interns providing services for the El Paso County Juvenile Probation Department are **NOT** authorized to conduct the following duties:

a. Act in the official capacity as a certified juvenile supervision or probation officer.
b. Act outside their scope of volunteer/internship duties.
c. Provide telephone number, address, or any personal information about themselves or family members to any youth or their family.
d. Receive or share telephone number, address, or any personal information from the youth or families; to include communication outside of their official intern hours.
e. Post or engage in any social media interactions with justice involved youth.
f. Utilize images from the department in any social media platforms.
g. Take photos or video footage of youth or families.
h. Have physical contact (hugging, patting on the back, shaking hands, restraining, etc.) with youth or families.
i. Conduct or witness clothed or unclothed searches.
j. Supervise a youth or unit alone.
k. Handle department keys/scan cards.
l. Conduct room searches.
m. Drive County vehicles.

n. Complete the following paperwork regarding youth: daily log, lunch roster, any observation logs etc.

o. Operate Central Control alone.

p. Restrain youth.

q. Transport youth.

r. Establish probable cause.

s. Interview youth and parents for PDR purposes.

t. Complete youth case plans.

u. Conduct drug screenings/urinalysis testing.

v. Manage a caseload of youth TAC 341.400.

w. Make recommendations to the Juvenile Courts.

x. Any other duties, which are prohibited by the director or manager of the unit in which the volunteer/intern is assigned.

3. Volunteers and Interns providing services for the El Paso County Juvenile Probation Department are responsible for:

a. Learning the function and duties of the particular position and unit in which they are assigned,

b. Scheduling their hours with the director, supervisor, or designee of the unit in which their assignment is being performed and must ensure to communicate and get approval for any deviation from scheduled hours with the assigned JPO/JSO and supervisor.

c. Reviewing and adhering to the department's policies and procedures and items discussed during onboarding orientation.

d. Using the "sign in/out" log provided by the department, which must include the volunteers/interns name, date of service, beginning and ending time, total number of minutes (rounded to the nearest 15 minutes - .25 hour)/hours performed, and a description of duties for that day. Interns/Volunteers are also responsible for turning in their sign in/out log on a weekly basis or as instructed.

e. Ensuring the director and intern designee is aware of the ending and start date of service for their volunteer/intern hours, and any deviations from approved schedule prior to service/hour rendered.

IV. NON-CRIMINAL History Checks:

A. Checks Using TJJD's Certification System (ICIS).

1. Before employing, contracting with, or allowing a person to volunteer, intern, or otherwise serve in a position that may be placed in direct contact with a juvenile or have direct, unsupervised access to a juvenile, regardless of whether or not the position requires or is eligible for certification under this chapter, JPD must use TJJD's certification system to verify that the person:
    a. has not had a TJJD certification revoked;
    b. has not been designated as ineligible for certification by TJJD;
    c. is not currently under an order of active suspension issued by TJJD; and
    d. is not currently ineligible to take the certification exam due to repeated failures to pass the exam as described in TAC §344.700.
2. A person who has had a TJJD certification revoked, has been designated as ineligible for TJJD certification, or is currently under an order of active suspension issued by TJJD may not hold a position that requires certification or that allows for direct contact with or direct, unsupervised access to a juvenile in a juvenile facility or program. A review under TAC §344.360 may not be requested.
3. A person who is currently ineligible to take the certification exam may not hold a position that requires certification. A review under TAC §344.360 may not be requested.

B. Checks Using the Search Engine for Multi-Agency Reportable Conduct (SEMARC).

1. Before employing, contracting with, or allowing a person to volunteer, intern, or otherwise serve in a position that may be placed in direct contact with a juvenile or have direct, unsupervised access to a juvenile, regardless of whether or not the position requires or is eligible for certification under this chapter, JPD must use the Search Engine for Multi-Agency Reportable Conduct (SEMARC) to determine if the applicant has been included in any do-not-hire or similar registry of TJJD or the other participating state agencies.

2. If the person has been included in TJJD's registry, the person is not eligible for certification and is not eligible to serve in a position that may be placed in direct contact with juveniles or have direct, unsupervised access to juveniles. A review under TAC §344.360 may not be requested.

3. If the search results in a finding that the person has been included in any other agency's registry, the person is not eligible for certification and is not eligible to serve in a position that may be placed in direct contact with juveniles or have direct, unsupervised access to juveniles unless a review is requested under TAC §344.360 and that review results in a determination that the person should not be prevented from being certified or from serving in such a position.

4. A SEMARC check must be conducted as part of the certification renewal process for each person with a certification. A SEMARC check must be conducted every two years for persons who are not certified as juvenile probation officer, juvenile supervision

officer, or community activities officer. If the subsequent check results in a finding that the person is included in the SEMARC registry, the person must be immediately removed from having any contact with juveniles and TJJD's certification office must be immediately notified. TJJD will conduct a review and determine if it will take action on the certification or, if the person is not certified, if it will take action to make the person ineligible for certification. The person may not return to a position having any contact with juveniles until TJJD informs the department or facility that such is permissible.

5. As provided by Chapter 810, Health and Safety Code, SEMARC may be used only for the purpose of making decisions about certification, employment, or other service. Information received through SEMARC is confidential and excepted from disclosure under Chapter 552, Government Code.

C. Employment Verification.

1. Before employing, contracting with, or allowing a person to volunteer, intern, or otherwise serve in a position in a facility that may be placed in direct contact with a juvenile, regardless of whether or not the position requires or is eligible for certification under this chapter, JPD must conduct an employment verification with all previous employers, which includes contacting the previous employers, to the extent possible, in accordance with Chapter 811, Health and Safety Code.

2. The purpose of the employment verification is to determine if the person was terminated for or otherwise disciplined for conduct that included harassment in the workplace or abuse, neglect, exploitation, or other mistreatment of a child or member of another vulnerable population or, if the employer is one that serves children or other vulnerable populations, if any of the criteria in paragraph (d)(1) below exist.

3. If the employment verification reveals that a person engaged in physical or sexual abuse of a child constituting an offense under §21.02 (Continuous Sexual Abuse of Young Child or Disabled Individual), §22.011 (Sexual Assault), §22.021 (Aggravated Sexual Assault), or §25.02 (Prohibited Sexual Conduct), Penal Code, even if not convicted, the person is not eligible to serve in any position in JPD that may be placed in direct contact with a juvenile. A review under TAC §344.360 may not be requested.

4. If the employment verification reveals that a person engaged in harassment in the workplace or any other type of abuse, neglect, exploitation, or other mistreatment of a child or member of another vulnerable population or that any of the criteria in paragraph (d)(1) below exist, the person is not eligible for certification and may not serve in a position in JPD that may be placed in direct contact with a juvenile unless a review is requested under TAC §344.360 and that review results in a determination that the person should not be prevented from being certified or from serving in such a position.

5. The employment verification under this section applies only to individuals who will provide services in JPD. However, the employment verification is required before any person may begin service in a facility in a role described in paragraph (1) of this subsection, even if the person is already serving in a role not in a facility that required the other checks and verifications.

D. **Self-Disclosure Form and Checks.**

1. Before employing, contracting with, or allowing a person to volunteer, intern, or otherwise serve in a position that may be placed in direct contact with a juvenile or have direct, unsupervised access to a juvenile, regardless of whether or not the position requires or is eligible for certification under this chapter, JPD must require the person to complete a form promulgated by TJJD that requires the applicant to disclose and provide additional information, if applicable, regarding whether the applicant ever:

a. worked, contracted, volunteered, interned, or otherwise served at or held an occupational license with a child-serving entity or entity that serves other vulnerable populations, such as elderly persons, persons with disabilities, persons in mental health facilities, or persons who were incarcerated;

b. had the employment, contract, volunteer, or other status suspended or terminated;

c. had the occupational license revoked or suspended;

d. had a finding of abuse, neglect, exploitation, or mistreatment made against the applicant; or

e. had the applicant's name placed on a do-not-hire or similar registry with an entity that provides services to or regulation of services for children or members of other vulnerable populations.

2. Except as provided by paragraph (3) below, the JPD must, to the extent possible, contact all entities identified on the form completed in accordance with paragraph (1) above and verify whether or not the person's history includes one or more of the criteria in paragraph (1)(b)–(e) of this subsection.

3. Entities that are identified on the form do not have to be contacted if they participate in SEMARC or are contacted as part of the employment verification check required under subsection (c) of this section.

4. If it is determined through the check that the person's history includes one or more of the criteria in paragraph (1)(b)–(e) above, the person is not eligible for certification and may not serve in a position that may be placed in direct contact with a juvenile or have direct, unsupervised access to a juvenile unless a review is requested under TAC §344.360 and that review results in a determination that the person should not be prevented from being certified or from serving in such a position.

E. **Rules of General Applicability**

1. All checks and verifications required by this subsection must be conducted using the applicant's current name and all prior names.

2. With the exception of a search using SEMARC, a written record of the check or verification must be maintained, to include the name of the person conducting the check or verification, the date the check or verification was conducted, and the information received as a result of the check or verification, to include the name of anyone who provided such information. SEMARC search histories will automatically be created in the system.
3. If any checks or verifications conducted under this chapter reveal a discrepancy between the results and the information the person reported regarding the person's history, the department or facility must report the discrepancy to TJJD. A person's failure to accurately disclose the information requested on the form referenced in subsection (d) above is considered a violation of the Code of Ethics and may result in termination of service in the position, denial of certification, designation of ineligibility for certification, or revocation of certification.
4. If a review is allowable based on the results of a check or verification and the department or facility wishes to select the person despite the history, a review must be requested as provided in §344.360 of this chapter. The person may not be hired or otherwise approved to serve in a position until the review process is completed and the outcome is a determination that the person will not be prevented from being certified or from serving in the position, as applicable.

V. CRIMINAL & MILITARY HISTORY CHECKS

1. Any person with a disqualifying criminal history (reference §344.400 Disqualifying Criminal History) shall be prohibited from having direct, unsupervised access to youth in JPD.

A criminal history check must be conducted for:

a. an individual in a position requiring certification;

b. an individual who is in a position eligible for optional certification who is seeking certification

c. an individual who may have direct, unsupervised access to youth in a juvenile justice facility or program and who is:

(1) an employee in a position neither requiring certification nor eligible for optional certification;

(2) an employee in a position eligible for optional certification who is not seeking certification;

(3) a volunteer;

(4) an intern; or

(5) an individual who provides goods or services under contract on the premises of a juvenile justice facility or program; and

d. an individual who may have direct contact with juveniles in a juvenile justice facility and who is:

(1) an employee in a position neither requiring certification nor eligible for optional certification;

(2) an employee in a position eligible for optional certification who is not seeking certification;

(3) a volunteer;

(4) an intern; or

(5) an individual who provides goods or services under contract on the premises of a juvenile justice facility or program, except as provided in subsection (c) of this section.

2. Before interns/volunteers provide any service:

(a) the department must ensure the individual has electronically submitted fingerprints using Fingerprint Applicant Services of Texas (FAST) and verify that the department is able to subscribe to the individual's Fingerprint-Based Applicant Clearinghouse of Texas (FACT) record;

(b) the department must subscribe to that individual's record in FACT; and

(c) the department must use the information in FACT to determine if the individual has a disqualifying criminal history.

The department must maintain a FACT subscription for each individual in a position requiring a criminal history check for as long as the individual remains in such a position. This requirement applies regardless of the date service provision began.

3. Disqualifying Criminal History

Applicants for Certification (in El Paso County): An individual with the following criminal history is not eligible for initial certification or initial employment in a position requiring certification:

a. deferred adjudication or conviction for a felony listed in Texas Code of Criminal Procedure Article 42A.054 (formerly known as "3(g) offenses" under Article 42.12) or a substantially equivalent violation against the laws of another state or the United States, regardless of the date of disposition;

b. deferred adjudication or conviction for a felony other than those referenced above or a substantially equivalent violation against the laws of another state or the United States within the past 10 years;

c. deferred adjudication or conviction for any Class A or B misdemeanor in Texas or a substantially equivalent violation against the laws of another state or the United States within the past five years; or current requirement to register as a sex offender under Texas Code of Criminal Procedure Chapter 62.

A background check that results in a disqualifying criminal history listed within the Intern/volunteer onboarding will be reported to Chief Juvenile Probation Officer for further review and approval/denial.

Exemptions may be granted only on a case-by-case basis. The justification for the exemption must be documented.

If the department or facility receives notification of a new conviction or deferred adjudication, the individual may not continue serving in the position unless the juvenile board or its documented designee grants a new exemption in accordance with this subsection. An exemption may not be granted for a conviction or deferred adjudication described in §344.400(a).

An exemption granted under this subsection is valid for the individual only at the juvenile probation department or facility operated by or under contract with the juvenile board granting the exemption.

4.Legal Name Change

a. Interns and Volunteers that legally change their names must notify Youth & Community Engagement Senior, submit appropriate documentation to include new state issued ID, application, orientation packet, and will be required to submit fingerprints with his/her new legal name.

b. Youth & Community Engagement Senior will notify the Information Systems & Records unit and update the internal Intern and Volunteer application database.

5. MILITARY HISTORY CHECKS: If an individual who is subject to a criminal history check has prior military experience, the department or facility must review the applicant's most recent separation or discharge documents. In the event separation or discharge documents reflect character of service that is anything other than "honorable discharge" or "honorably discharged," the department or facility must attempt to obtain authorization from the applicant for the release of information; and request additional information from the appropriate governmental entity to determine whether the reason for discharge was the result of disqualifying criminal conduct.

Before an individual with prior military history begins an internship, the department or facility must use the information described to determine if the individual has a disqualifying criminal history.

The department must review the most recent separation or discharge documents when a current intern/volunteer returns from a period of active duty or is discharged from military service.

Volunteers/interns shall be disqualified from becoming an intern/volunteer if their criminal history does not meet the requirements of 37 TAC Chapter 344.

6. SELECTION AND TERMINATION CRITERIA FOR INTERNS/VOLUNTEERS

Effective September 1, 2025, TJJD CER350 form will be completed as part of the Intern/Volunteer Onboarding.

Check Type	Applicability	Purpose	Reviews	How to Document and/or Request Review
ICIS	All persons who may be placed in **direct contact** with a juvenile or have direct, unsupervised access to a juvenile.	**To verify the person:** • Has not had a TJJD certification revoked, • Has not been designated as ineligible for TJJD certification, • Is not currently under an order of active suspension by TJJD, and • Is not currently ineligible to take certification exam due to repeated failures.	**Review may not be requested.** *If the only issue is ineligibility to take exam,* individual may be placed in a position that does not require certification.	**Review Request for SEMARC (CER-353)** *Note – this form is used to record search results. ICIS results not subject to review. Questions: backgroundcheckreviews@tjjd.texas.gov
SEMARC	All persons who may be placed in **direct contact** with a juvenile or have direct, unsupervised access to a juvenile.	To determine whether the person is on the registries of participating agencies (DFPS, TEA, HHSC, and TJJD).	If in **TJJD Registry**, review may **not** be requested. If in **another agency's** registry, review **may be** requested.	**Review Request for SEMARC (TJJD-CER-353)** * Note – this form is used both to record search results and request review. backgroundcheckreviews@tjjd.texas.gov
Employment Verification	All persons who *may have* **direct contact** with a juvenile in a juvenile justice facility.	**To determine if the person was terminated or otherwise disciplined for:** • Harassment in the workplace, • Abuse, neglect, or exploitation or other mistreatment of a child or member of a vulnerable population, or • If prior employer is an entity that serves children or other vulnerable population, to determine if any of the criteria on the self-disclosure form exists.	• For **certified** positions, TJJD conducts review. • For **other** positions, review is done by Juvenile Board or designee (designee must be in writing) • If employment verification reveals person engaged in physical or sexual abuse of a child constituting an offense under 21.02 (Continuous Sexual Abuse of Young Child or Disabled Individual); 22.011 (Sexual Assault); 22.021 (Aggravated Sexual Assault); or 25.02 (Prohibited Sexual Conduct), even if not convicted, ***person is not eligible and no review may be requested.***	**Self-Disclosure of Prior Employment and Discipline (CER-350)** **Review Request for Employment Verification and Self-Disclosure (CER-352)** **Example Reference Check Form (CER-349)** backgroundcheckreviews@tjjd.texas.gov
Criminal Background*	**Applies to individuals in:** • Positions requiring certification • Positions eligible for optional certification, *if* seeking optional certification • Non-certified positions that may have direct, unsupervised access to juveniles in facility or program, other than employees of a public school district • Non-certified positions that may have direct contact with juveniles in a facility **Must be completed:** • Before hiring, contracting with, otherwise placing in position • When a previously uncertified person accepts position requiring certification or seeks optional certification • When certified officer accepts simultaneous or subsequent employment at juvenile department or juvenile facility **PLEASE REFER TO THE STANDARDS EXCEPTIONS.**	**To determine whether the person has disqualifying or reviewable criminal history.** **Reviewable Offenses** ↳ Non-disqualifying felony conviction within last 10 yrs. ↳ Jailable misdemeanor conviction within last 5 yrs. ↳ Current requirement to register as sex offender for non-disqualifying offense **Disqualifying Offenses** ↳ Conviction for 42A.054 or sexually violent offense (defined in 62.001, CCP) ↳ Conviction for continuous sexual abuse of young child or disabled individual, sexual assault, aggravated sexual assault, prohibited sexual conduct	For **certified** positions, TJJD conducts review. For **other** positions, Juvenile Board or designee (designee must be in writing).	**Review Request for Criminal Background (CER-354)** backgroundcheckreviews@tjjd.texas.gov
Military History* (Subset of Criminal Background)		To determine if reason for discharge (anything other than honorable) was for **disqualifying or reviewable criminal conduct.**	For **certified** positions, TJJD conducts review. For **other** positions, Juvenile Board or designee (designee must be in writing).	If reviewable criminal conduct discovered, refer to criminal background procedure.

VI. COMPETITIVE PROCESS

A. Phase I Competitive Process

- Interested Intern or Volunteer to reach out to Youth & Community Engagement Senior or designee of interest in volunteering or interning at the JPD. If applicable, the university will notify the

Youth & Community Engagement Senior or designee of the request for interns to be placed at the Department.

- The Youth & Community Engagement Senior or designee will contact each section Director to see if there is a need for an Intern/Volunteer in their respective unit.
- Youth & Community Engagement Senior or designee will notify the university of how many openings are available for internship or volunteering. If applicable, the university will provide names and contact information for potential interns.
- The Youth & Community Engagement Senior or designee will contact interns/volunteer via email and provide them the application forms and fingerprinting process and instructions.
- The intern/volunteer will provide the Youth & Community Engagement Senior or designee the completed application and the date that they will be going to IdentiGo to complete their fingerprints.
- If intern/volunteer reports previously being employed by the County or JPD, Youth & Community Engagement Senior or designee will email DG-JPD-HR to check rehire eligibility of intern/volunteer. If intern/volunteer is eligible for rehire, the process will continue; otherwise, intern/volunteer onboarding process will be terminated at this time.
- FACT system will notify Juvenile Probation Records Supervisor the results one day after the appointment. Juvenile Probation Records Supervisor will review and notify Youth & Community Engagement Senior or designee via TEAMS Channel FACT CLEARINGHOUSE once subscription has been received. Records Supervisor will then send an email indicating intern/volunteer is cleared or RAP sheet is available for review.

1. Volunteers and interns must be selected depending upon the department's needs at the time of the request.

2. The selection process of volunteers and interns must allow for recruitment from all cultural and socioeconomic segments of the community.

3. Previous justice involved youth or adult offenders may be accepted as volunteers/interns if they do not have a disqualifying criminal history as listed above and are approved by the Chief Juvenile Probation Officer.

4. Relatives of a youth may not serve as a volunteer/intern to work with any adjudicated youth to whom they are related. This includes, but is not limited to, youth who are detained or residing in the Detention Center or Challenge Academy Program.

5. Volunteers/interns may be terminated from their assignment for any of the following reasons:

   a. Disqualification based on criminal history,
   b. Violation of department policy,
   c. Inadequate performance of duties, or
   d. Failing to adhere to their agreed schedule.

6. Prior to termination, the Director/Manager of the unit in which the individual is assigned must attempt to resolve issues leading toward termination with the volunteer/intern or the supervising college/university professor.

7. The Director/Manager of a unit may recommend to the Chief Juvenile Probation Officer that a volunteer/intern be dismissed, or a volunteer intern program be discontinued or postponed at any time if to do so would serve in the best interest of the facility and the youth being served.

8. If a volunteer/intern wants to end his/her responsibilities with the department, no less than verbal notice must be expected from the volunteer/intern.

9. During the initial meeting, Youth & Community Engagement Senior or designee will request a copy of the volunteer/intern's state driver's license/identification card/passport/VISA. Youth & Community Engagement Senior will then upload this in the Interns and Volunteers application.

B. Phase II Chief's interview

- Youth & Community Engagement Senior or designee will notify the intern candidate that they are ready to proceed with Phase II of the process.
- Youth & Community Engagement Senior or designee will coordinate with the chief's executive assistant to schedule an interview with the intern candidate and chief.
- Youth & Community Engagement Senior or designee will provide the Chief Probation Officer with criminal history (if applicable).

- Chief Probation Officer will meet with each candidate and determine whether the candidate is a good fit for the department/unit. Chief Probation Officer will notify Youth & Community Engagement Senior or designee of intern/volunteer approval or disapproval by completing page 2 of the application form and will forward to Youth & Community Engagement Senior or designee to upload.

C. Phase III Photo and Training

- Youth & Community Engagement Senior or designee will notify intern/volunteer if selected and will proceed with Phase III.
- Youth & Community Engagement Senior or designee will request a picture (with a light background) of the intern/volunteer candidate for the photo ID and provide that photo to the Human Resources Specialist to create the intern/volunteer ID (no scan access). The intern/volunteer will wear their ID at all times while conducting hours for JPD.
- Orientation Training includes 4 mandatory trainings required by JPD for all interns/volunteers to complete prior to formally volunteering. Interns/volunteers will be encouraged to attend in person or live trainings; however, online trainings are offered.
    1. Abuse, Neglect and Exploitation (ANE) every 24 months
    2. Prison Rape Elimination Act (PREA) every 24 months
    3. Civil Rights Training every 12 months
    4. CJIS-Security Awareness every 12 months
    5. TAC 341: Officer Safety if applicable every 12 months

D. Phase IV Orientation

- Youth & Community Engagement Senior or designee will meet with interns for orientation and tour of the facility.
- Youth & Community Engagement Senior or designee will review internship agreement and obtain the intern's signature.
- Youth & Community Engagement Senior or designee will go over expectations for the time of the internship.
- The initial orientation will be conducted by the Youth & Community Engagement Senior or designee and must include training on the following information:

    a. Dress Code

    b. Program Scheduling

    c. Confidentiality of Information

d. Security Procedures

e. Sign In/Out Procedures

f. Role of Volunteers and Interns

g. General Policies and Procedures

- Upon completion of the training, the Youth & Community Engagement Senior or designee and volunteer/intern will initial and sign the acknowledgement of these policies, to include the "Confidentiality Agreement" and the "Release and Waiver Claim." The original copies will be uploaded in the volunteer/intern's personnel file.

Duty Assignment: Upon completion of the onboarding process the Youth & Community Engagement Senior or designee will provide the volunteer/intern with the director or designee of the assigned unit's information so that the intern/volunteer can schedule a meeting for unit specific orientation, training, and the scheduling of work hours.

VII. UNIT-SPECIFIC TRAINING

Training of volunteers/interns will be offered and conducted according to the volunteer or intern's assignment. The director or designee in the unit in which the intern or volunteer is assigned, will be responsible for ensuring that volunteers/interns receive and complete all training requirements before assuming their responsibilities. Additionally, volunteers will be permitted to attend relevant training with departmental staff to develop job-related skills and increase awareness of new developments and procedures.

A. SIGN IN/OUT REQUIREMENTS FOR RECORDING WORK HOURS

1. The department's volunteer/intern sign in/out log must be used for recording all volunteer/intern service hours. The Director or designee from the unit in which the volunteer/intern is assigned must maintain a log for each volunteer/intern in a secure area. The log must include:

   a. Name of volunteer/intern

   b. Date and time (beginning and ending of the activity)

   c. General description of activity/service the volunteer/intern provided.

2. On a weekly basis, the Director or designee must enter and upload a copy of the sign in/out log to the Intern/Volunteer electronic application. Youth & Community Engagement Senior or designee shall follow up monthly by the 5th of each month to ensure that the weekly sign in/sign out logs are entered

and uploaded by the director or designee for each week of the previous month. If there are any issues/questions, Youth & Community Engagement Senior or designee shall email the director or designee and courtesy copy the Youth & Community Engagement Manager as to the status of the intern/volunteer.

B. DUTIES OF YOUTH & COMMUNITY ENGAGEMENT SENIOR/DESIGNEE

1. Provide guidance on the policies of the Juvenile Probation Department and the Volunteer/Intern Program to interested groups and organizations.
2. Provide guidance, discretion, and consultation services to the volunteers and interns.
3. Recruit volunteers and interns during community presentations and career days and serve as liaison between department and community.
4. Screen volunteers and interns for eligibility/compliance with TAC 344 criminal and military history requirements.
5. Conduct initial onboarding with volunteers and interns.
6. Provide or ensure attendance at all training.
7. Keep all required records for the Volunteer/Intern Program. Retention period is seven (7) years.
8. Work with each Director to assign volunteers/interns to units based on program needs and compatibility with volunteer/intern availability and expertise.
9. Conduct an exit interview with the intern/volunteer upon assignment completion to determine success and areas of improvement to assist in enhancing the internship/volunteer experience.
    a. Obtain intern/volunteer badge
    b. Enter end date on Volunteer and Intern application

C. INTERNS AND VOLUNTEER APPLICATION

The department's Interns & Volunteer database allows administrators to create Intern/Volunteer profiles to capture the volunteer/intern demographics, trainings, hours, fingerprints, comments, and documents. It is also utilized for tracking and statistical reporting purposes.

D. PROFILE AND SEARCH TAB

Youth & Community Engagement Senior or designee will ensure to create a profile for each intern and volunteer upon intern onboarding initiation. Once profile is created, the intern/volunteer can be searched using the search bar by last name, first name.

1. Link to download JPD apps-https://myapps.epcountytx.gov/jpdapps. Click on interns and Volunteers App and select install. The app will be downloaded to desktop. Use JPD credentials to log into application.

E. DEMOGRAPHICS TAB

Information under this section is only entered by Youth & Community Engagement Senior and Youth & Community Engagement Manager or designee. If information needs to be updated, an email shall be sent to Youth & Community Engagement Senior and Youth & Community Engagement Manager or designee to update the information.

F. ORIENTATIONS TAB

All trainings required for Intern/ Volunteers to take are tracked and entered under this section. Youth & Community Engagement Senior or designee is to ensure this section is completed upon training completion. Without this section completed, hours will not be able to be entered. Notify Youth & Community Engagement Senior and Youth & Community Engagement Manager or designee if this occurs.

G. FINGERPRINTS TAB

This section is verified and completed by IS& R Personnel. Without this section completed, hours will not be able to be entered. Notify Youth & Community Engagement Senior and Youth & Community Engagement Manager or designee if this occurs.

H. HOURS TAB

This section is used to enter and track all hours completed by Intern/ Volunteer. This section is to be completed by JPD personnel only. This section may NOT be completed by intern/volunteer.

1. Each day must be entered separately.
2. Follow prompts to enter date, time and to calculate time.
3. A detailed description must be entered for each entry. Note: if Intern/Volunteer time log is completed on Word Document, upon supervisor approval of description, note can be copied over for quicker entry.
4. Upon Saving, you will get option to Submit, Approve or Save. Based on authorization provided by intern assigned Unit Director, designee may submit/approve hours after review and entry.
5. Entry will track whether submitted or approved. If designee is only authorized to submit, Director will receive notification of hours that need approval.

I. COMMENTS TAB

Comments can be entered by any overseeing staff member. This section is used to document important information and may be used to also document concerns, successes, areas of improvement regarding volunteer/intern performance.

J. DOCUMENTS TAB
Youth & Community Engagement Senior and Youth & Community Engagement Manager or designee will upload all onboarding documents here to include training certificates, application, I.D etc. Supervising staff must upload all timesheets or any additional training documents/certificates in PDF format.

K. SEPARATION OF INTERN/VOLUNTEER

If volunteer/intern has completed their time at JPD, intern/volunteer or unit designee must notify Youth & Community Engagement Senior and Youth & Community Engagement Manager or designee within 2 business days. Youth & Community Engagement Senior and Youth & Community Engagement Manager or designee must enter end date into Intern/Volunteer profile to close out profile. Youth & Community Engagement Senior and Youth & Community Engagement Manager or designee to send email to IS&R to remove subscription from FBI FACT Database, and update intern/volunteer profile

L. Intern/ Volunteer to turn in their department issued I.D. Youth & Community Engagement Senior and Youth & Community Engagement Manager or unit designee is to provide their best efforts to obtain badge from Intern/Volunteer.

Effective date:	Approved by:
April 1, 2026	Chief Juvenile Probation Officer
Last change date: January 21, 2026	

EL PASO
Dispute
Resolution
Center

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Manual de Mediador Voluntario

El Paso Dispute Resolution Center
Manual de Mediador Voluntario

I. Acerca del Centro de Resolución de Disputas de El Paso (*El Paso Dispute Resolution Center*) ("DRC")

El Centro de Resolución de Disputas de El Paso (*El Paso Dispute Resolution Center*) (el "DRC") es un proyecto del Condado de El Paso y del Consejo de Gobiernos de Rio Grande (*Rio Grande Council of Governments*). Los servicios de resolución alternativa de disputas promueven la resolución de conflictos antes de un litigio, durante el mismo o en lugar de este, para los residentes del Condado de El Paso.

Desde su creación en 1988, el DRC ha contribuido a la resolución de cientos de casos y controversias. El DRC ofrece una alternativa para resolver disputas mediante el proceso de mediación. La mediación es menos costosa y requiere menos tiempo que el litigio, y a menudo reporta beneficios a todas las partes.
El DRC acepta los siguientes tipos de disputas:

Arrendador/arrendatario	Sucesiones/tutela
Contratos	Lesiones personales
Casos de bienestar infantil	Amenazas/agresiones
Conductor sin seguro	Empleados/empleadores
Mediación en educación especial	Consumidor / comerciante
Restitución	Familia

El DRC ofrece servicios de mediación de forma virtual a través de Zoom y de manera presencial en la oficina del DRC, ubicada en 8037 Lockheed, Ste. 100, El Paso, Texas 79925.

Los mediadores voluntarios del DRC son el corazón del programa y, sin ellos, el DRC no podría ofrecer tantos programas y servicios valiosos a los residentes del condado de El Paso. El DRC anima a todos los mediadores voluntarios a solicitar orientación o aclaraciones al personal del DRC sobre cualquiera de las políticas y procedimientos establecidos en este manual.

Este manual ofrece una visión general de las políticas y procedimientos del DRC para todos los mediadores voluntarios, y proporciona orientación y directrices a los mediadores que comienzan su voluntariado en la organización. El DRC brindará la capacitación, supervisión, evaluación y reconocimiento necesarios. A su vez, el DRC espera que los mediadores voluntarios cumplan con sus compromisos con la organización y respeten a los demás mediadores, a los clientes y al personal del DRC.

A medida que el DRC continúa creciendo y evolucionando, es posible que modifique las políticas, prácticas e información contenidas en este manual según sea necesario y de acuerdo con las necesidades operativas del programa. Se notificará a los mediadores sobre cualquier cambio en este manual.
Si tiene alguna pregunta o inquietud, por favor comuníquese con el personal del DRC.

II. Requisitos para mediadores voluntarios

A continuación se detallan los requisitos mínimos para actuar como mediador voluntario del DRC. Tenga en cuenta que estos requisitos están sujetos a cambios sin previo aviso, en función de las necesidades operativas del DRC y de la comunidad a la que sirve.

A. Requisitos de elegibilidad para todos los mediadores voluntarios del DRC

1. Todos los mediadores voluntarios deben cumplir con los requisitos de solicitud de voluntariado del DRC, lo que incluye presentar una solicitud por escrito y completar satisfactoriamente la capacitación básica en mediación de 40 horas a través de un proveedor autorizado, en un programa que cumpla con las normas de la Texas Mediation Trainers Roundtable (TMTR https://www.tmtr.org)
2. Una vez cumplidos satisfactoriamente los requisitos de la solicitud, los mediadores voluntarios deben asistir a una reunión de presentación con el personal del DRC antes de comenzar a prestar servicios de mediación.
3. Se espera que los mediadores voluntarios revisen el manual del DRC y cumplan con todas las políticas y procedimientos establecidos por el DRC.
4. Los mediadores voluntarios deben ser capaces de demostrar habilidades de comunicación efectiva.
5. Asimismo, se espera que los mediadores voluntarios sean respetuosos y corteses en su forma de comunicarse y conducirse durante el desempeño de sus funciones de voluntariado, incluidas sus interacciones con el personal del DRC, sus compañeros mediadores y los clientes.

B. Requisitos de elegibilidad adicionales para abogados de familia y mediadores de asuntos de menores

Mediadores de abogados de familia

1. Los abogados mediadores de familia deben contar con licencia para ejercer la abogacía en el estado de Texas y ser miembros en regla del Colegio de Abogados de Texas (State Bar of Texas).
2. Los abogados mediadores en asuntos familiares deben contar con un mínimo de tres (3) años de experiencia en una práctica dedicada al derecho de familia, o bien cinco (5) años de experiencia si al menos la mitad de su práctica se centra en dicha área.

3. Los abogados mediadores de familia acuerdan cumplir con las Pautas Éticas para Mediadores de la Corte Suprema de Texas y con el Código de Conducta Judicial en lo que respecta a la Oficina de Resolución de Disputas.
4. Los abogados mediadores de familia deberán superar satisfactoriamente una verificación de antecedentes penales y notificar de inmediato al DRC cualquier nuevo incidente de índole penal que implique una condena, una declaración de culpabilidad o una declaración de *nolo contendere* (sin oposición) respecto a cualquier delito grave (*felony*) o delito menor (*misdemeanor*) de Clase A o B.
5. Los abogados mediadores en asuntos familiares deben completar el curso básico de mediación de 40 horas, el curso avanzado de mediación familiar y el curso sobre violencia doméstica en el ámbito familiar, y deberán presentar sin demora la acreditación de haberlos realizado antes de llevar a cabo mediaciones familiares.

Mediadores de asuntos de menores

1. Los mediadores de menores deberán completar satisfactoriamente una verificación de antecedentes penales a través de una plataforma de toma de huellas dactilares digitales, según lo requerido por el Departamento de Libertad Condicional para Menores del Condado de El Paso (*El Paso County Juvenile Probation Department*).
2. Los mediadores de menores deben completar la capacitación sobre abuso, negligencia y explotación (ANE)
3. Capacitación de la Ley de Eliminación de Violaciones en Prisiones (*Prison Rape Elimination Act*) ("PREA") impartida por el Departamento de Libertad Condicional para Menores del Condado de El Paso.
4. Los mediadores de asuntos juveniles deben reunirse con el Jefe de Oficiales de Libertad Condicional Juvenil del Condado de El Paso.
5. Los mediadores de menores deberán completar satisfactoriamente el proceso a través del sistema SEMARC (*Search Engine for Multi-Agency Reportable Conduct*) al llevar a cabo sesiones de mediación de menores en las instalaciones del Departamento de Libertad Condicional para Menores del Condado de El Paso. El SEMARC se describe en el Apéndice I.

III. Políticas y Procedimientos

A. **Deberes y responsabilidades esenciales del personal del DRC:** A continuación, se presenta una lista no exhaustiva de las funciones y responsabilidades generales del personal del DRC en relación con la administración de los servicios de mediación.

1. El personal del DRC recibirá solicitudes u órdenes judiciales para la derivación a mediación.

1. El personal del DRC recibirá solicitudes u órdenes judiciales para la derivación a mediación.
2. El personal del DRC creará expedientes en Box.com y formularios de seguimiento del DRC, además de coordinarse con los participantes y abogados en relación con la orden de remisión a mediación, la orden acordada de mediación o la orden judicial conforme a la Regla 11.
3. El personal del DRC proporcionará a los participantes y a los abogados fechas y horarios provisionales para la mediación.
4. El personal del DRC se encargará de gestionar la logística para programar las mediaciones —tanto virtuales como presenciales— para las partes participantes y proporcionará la información necesaria (por ejemplo, la carta de acuse de recibo y la declaración de divulgación previa a la mediación).
5. El personal del DRC obtendrá y proporcionará al mediador una copia de la petición presentada por el peticionario.
6. El personal del DRC obtendrá y proporcionará al mediador una copia de la contestación o respuesta presentada por la parte demandada..
7. El personal del DRC obtendrá y proporcionará al mediador una copia de la contrapetición o reconvención.
8. El personal del DRC colaborará en la preparación de la sala de conferencias y la gestión de Zoom, así como en la organización de los expedientes de los casos para los mediadores voluntarios (es decir, la Carta de Reconocimiento firmada, el Acuerdo de Servicios de Mediación y otra información recibida de las partes, etc.).
9. El personal del DRC proporcionará servicios de interpretación a los participantes en la mediación que no hablen inglés.
10. El personal del DRC se encargará de recibir a los clientes y a los mediadores voluntarios el día de la mediación.
11. El personal del DRC es responsable de garantizar que todas las partes participantes estén presentes en la sala de conferencias o en la mediación virtual (Zoom) a la hora de inicio programada.
12. Si una o varias de las partes no están presentes a la hora programada para el inicio de la mediación, el personal del DRC es responsable de contactar a los participantes por correo electrónico o teléfono para determinar su situación respecto a la participación.
13. Si la mediación no comienza a tiempo debido a dificultades técnicas o a la llegada tardía de otros participantes, el personal del DRC informará a los participantes sobre cualquier retraso y la hora de inicio prevista.
14. Una vez que todos los participantes se encuentren en la sesión principal de Zoom, el personal del DRC designará al mediador voluntario para que actúe como anfitrión de la sesión de mediación en Zoom.
15. El personal del DRC brindará asistencia y apoyo administrativo a los participantes y mediadores voluntarios durante las mediaciones, según sea necesario (por ejemplo, creando salas para grupos pequeños, etc.).

16. El personal del DRC brindará asistencia técnica con DocuSign a cualquier participante o mediador voluntario, según sea necesario.
17. Si se llega a un acuerdo, el mediador voluntario redactará el acuerdo de mediación en un documento de Word y lo enviará por correo electrónico al personal del DRC para su distribución.
18. El personal del DRC ayudará a distribuir los acuerdos de mediación a los participantes y al mediador voluntario para su firma, ya sea a través de DocuSign o por otros medios.
19. El personal del DRC dará el seguimiento adecuado a los mediadores voluntarios tras la finalización de las sesiones de mediación.
20. El personal del DRC notificará al tribunal correspondiente el resultado de la mediación, indicando si se llegó a un acuerdo o no.
21. El personal de DRC realizará un seguimiento y registrará las horas de los mediadores voluntarios, actualizará los expedientes de los casos en el sitio de la base de datos de gestión de casos (incluida la carga del MSA, la carta de reconocimiento firmada y cualquier otra documentación relacionada con los casos de mediación), el formulario de seguimiento de DRC y https://efile.txcourts.gov/ofsweb/

B. **Deberes y responsabilidades esenciales de los mediadores voluntarios:** A continuación, se presenta una lista no exhaustiva de las funciones y responsabilidades generales de los mediadores voluntaries.

1. Se espera que los mediadores voluntarios interactúen y se comuniquen con los participantes de manera cortés y profesional. Si algún mediador encuentra dificultades con un participante en la mediación o con el representante legal de algún participante, deberá comunicarse de inmediato con el personal del DRC para solicitar asistencia.
2. Se requiere que los mediadores voluntarios utilicen la cuenta de Zoom del DRC y los enlaces proporcionados por el personal del DRC para llevar a cabo las mediaciones.
3. Se prohíbe a los mediadores voluntarios utilizar cuentas y enlaces personales de Zoom para las mediaciones realizadas a través del DRC.
4. Los mediadores voluntarios no llevarán a cabo investigaciones independientes ni diligencias informales de obtención de información sobre los asuntos que estén mediando.
5. Los mediadores voluntarios no se comunicarán directamente con el tribunal en relación con los casos asignados.
6. Los mediadores voluntarios deberán dirigir todas las solicitudes de información sobre casos o de asistencia administrativa al personal del DRC.
7. Los mediadores voluntarios no proporcionarán asesoramiento jurídico a ninguna de las partes.
8. Los mediadores voluntarios no representarán a ninguna de las partes en la disputa.

9. Los mediadores voluntarios no utilizarán la información obtenida a través de la mediación para beneficio personal.
10. Los mediadores voluntarios no tomarán decisiones por las partes ni impondrán decisiones sobre el acuerdo.
11. Los mediadores voluntarios no coaccionarán ni presionarán a las partes para que lleguen a un acuerdo.
12. Los mediadores voluntarios no conservarán expedientes ni registros de los casos.
13. Los mediadores voluntarios deben enviar por correo electrónico los borradores de los acuerdos de mediación al personal del DRC en formato Microsoft Word.
14. Los mediadores voluntarios son responsables de informar al personal del DRC si los participantes solicitan utilizar su propio formulario de acuerdo de conciliación —ya sea en lugar del Acuerdo de Conciliación Mediada designado por el DRC o además de este— antes de finalizar la mediación.
15. Los mediadores voluntarios son responsables de informar al personal del DRC si los participantes se beneficiarían de una sesión de mediación posterior en caso de que se requiera tiempo adicional.
16. Los mediadores voluntarios son responsables de informar al personal del DRC sobre cuestiones de seguridad, clientes o abogados conflictivos u otros asuntos que puedan perjudicar los servicios de mediación prestados.
17. Si se llega a un acuerdo, los mediadores voluntarios se encargarán de redactar los acuerdos de mediación en formato Word y los enviarán por correo electrónico al personal del DRC para su distribución.
18. El personal de DRC convertirá los documentos de Word a archivos PDF y gestionará su distribución a los participantes a través de DocuSign para su firma.
19. Los mediadores voluntarios son responsables de concluir las sesiones de mediación con los participantes y los abogados (si corresponde).

IV. Asistencia, ausentismo y registro de tiempo de los voluntarios

Los mediadores voluntarios del DRC son una parte fundamental de los programas y servicios que el DRC ofrece a los residentes del condado de El Paso. Por ello, el DRC solicita amablemente a los voluntarios que se presenten al menos quince (15) minutos antes del inicio de las mediaciones programadas. Los mediadores voluntarios están obligados a informar puntualmente al personal de DRC sobre cualquier ausencia programada, como vacaciones planificadas, con la mayor antelación posible para que se puedan tomar las medidas adecuadas para garantizar la cobertura de la mediación. En caso de una ausencia no programada —incluyendo enfermedad o emergencia—, se debe notificar al personal del DRC lo antes posible, preferiblemente antes de la mediación programada, siempre que sea factible

El personal del DRC llevará un registro de las horas de los mediadores. Sin embargo, se recomienda a los mediadores voluntarios que lleven un registro de las horas de mediación realizadas.

V. Comentarios sobre el desempeño

Es posible que se compartan evaluaciones, revisiones o comentarios periódicos con los mediadores voluntarios. Esta información se compartirá con el fin de ayudar a perfeccionar sus habilidades y centrarse en áreas que requieran mejoras. Nuestro objetivo es ofrecer una experiencia de mediación positiva para todos los participantes, incluidos nuestros mediadores. Agradecemos los comentarios de los mediadores voluntarios sobre sus experiencias para así mejorar los servicios que ofrece el DRC.

VI. Política que prohíbe la discriminación y el acoso

El DRC se compromete a mantener un entorno libre de acoso y discriminación. La política del DRC prohíbe la discriminación y el acoso por motivos de cualquier condición protegida legalmente, incluyendo sexo, raza, religión, credo, color, origen nacional o ascendencia, edad, discapacidad física o mental, orientación sexual, identidad de género o cualquier otra característica protegida por las leyes y normativas federales, estatales o locales aplicables. Esta política se aplica a todas las personas que participan en las operaciones del DRC, incluidos el personal, los voluntarios, los clientes, los contratistas y los proveedores. El DRC no tolerará la discriminación ni el acoso bajo ninguna forma y se reserva el derecho de suspender o cancelar los servicios de mediación a cualquier persona que no cumpla con las políticas del DRC a este respecto.

Si considera que alguna persona vinculada a los servicios de mediación del DRC ha incurrido en conductas que infrinjan la política del DRC contra la discriminación y el acoso, le rogamos que informe de inmediato sobre cualquier problema o inquietud al personal del DRC o al Director de Servicios Regionales. Si la queja implica acusaciones contra el personal del DRC, los mediadores voluntarios deberán comunicar sus inquietudes directamente al Director Ejecutivo del Rio Grande Council of Governments. Si las acusaciones involucran al Director Ejecutivo, el mediador voluntario deberá informar de sus inquietudes al Presidente del Consejo del DRC. El DRC investigará con prontitud tales denuncias de manera discreta y confidencial, y no tolerará ni consentirá represalias contra ninguna persona que denuncie de buena fe presuntos casos de acoso o discriminación.

VII. Acomodaciones en virtud de la Ley de Estadounidenses con Discapacidades

El DRC se compromete a cumplir con la Ley de Estadounidenses con Discapacidades (*Americans With Disabilities Act*)("ADA"). Todo mediador voluntario que tenga conocimiento de algun acomodacion requerido por los participantes en la

mediación deberá comunicarse de inmediato con el personal del DRC para recibir asistencia a fin de facilitar dicho acomodacion.

VIII. Inmunidad

Se le informa que el artículo 154.055 del Código de Práctica Civil y Recursos de Texas (*Texas Civil Practice and Remedies Code § 154.055*) establece que un mediador voluntario "que no actúe con un menosprecio temerario o deliberado hacia los derechos, la seguridad o la propiedad de otra persona..." goza de inmunidad frente a la responsabilidad civil por "cualquier acto u omisión realizado en el ejercicio de sus deberes o funciones como tercero imparcial".

IX. Abuso/Negligencia/Explotación/Peligro inminente

Un mediador voluntario que tenga motivos para creer que un niño, una persona con discapacidad o una persona mayor de sesenta y cinco (65) años ha sido objeto de abuso, negligencia o explotación, o que se encuentra en peligro inminente, debe comunicarse de inmediato con el personal de DRC o con el Director de Servicios Regionales para recibir instrucciones sobre los requisitos de notificación.

X. Queda estrictamente prohibido grabar las sesiones de mediación.

Queda estrictamente prohibido grabar cualquier mediación mediante aplicaciones de inteligencia artificial, dispositivos de grabación, teléfonos móviles o cualquier otro método de grabación de video o audio. Los mediadores deben informar de inmediato al personal del DRC si alguna de las partes intenta grabar una sesión de mediación.

XI. Documentación adicional requerida para la resolución.

Cualquier documentación adicional que las partes o sus abogados requieran para formalizar la resolución de un caso —incluyendo, sin carácter limitativo, acuerdos transaccionales privados, formularios de liberación de gravámenes, propuestas de sentencias acordadas, etc.— no será responsabilidad del personal del DRC ni de sus mediadores. Dicha documentación adicional, necesaria para completar la resolución, será responsabilidad de los participantes en la mediación y de sus respectivos asesores legales, si los hubiere.

EL PASO Dispute Resolution Center

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El Paso Dispute Resolution Council Meeting
October 28, 2026

Subject:

VII. Review, discuss and receive a presentation on the El Paso Dispute Resolution Center's Case Management System (CMS). (Presented by Dr. Eduardo D. Villacis Calderon)

Information:

Review and discuss information regarding the Program's CMS.

Attachments:

None.

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El Paso Dispute Resolution Council Meeting
October 28, 2026

Subject:

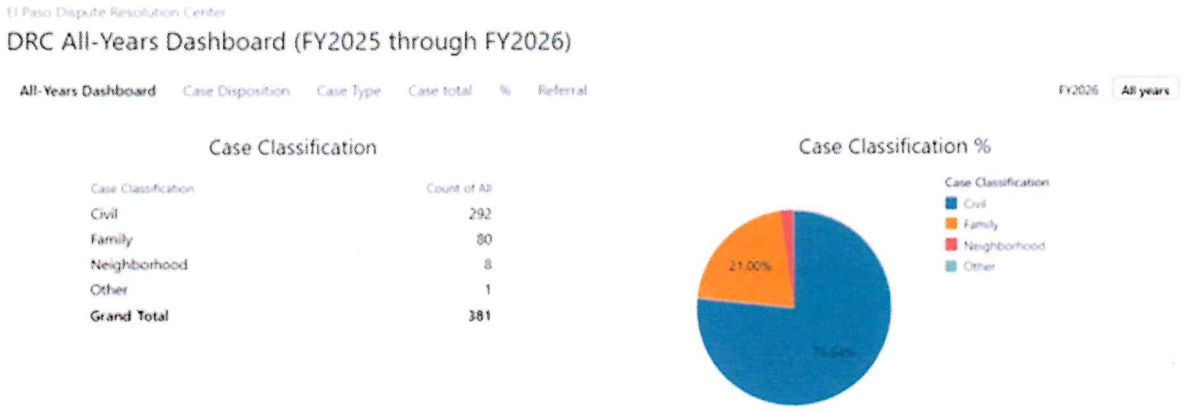
VIII. Review, discuss and receive a presentation on the Program's FY 2026 End-of-the Year Report. (Presented by Marisa Quintanilla, Regional Services Director)

Information:

Review and discuss information regarding the activities performed during FY 2026 as presented in the FY 2026 End-of-the-Year Report.

Attachments:

None.



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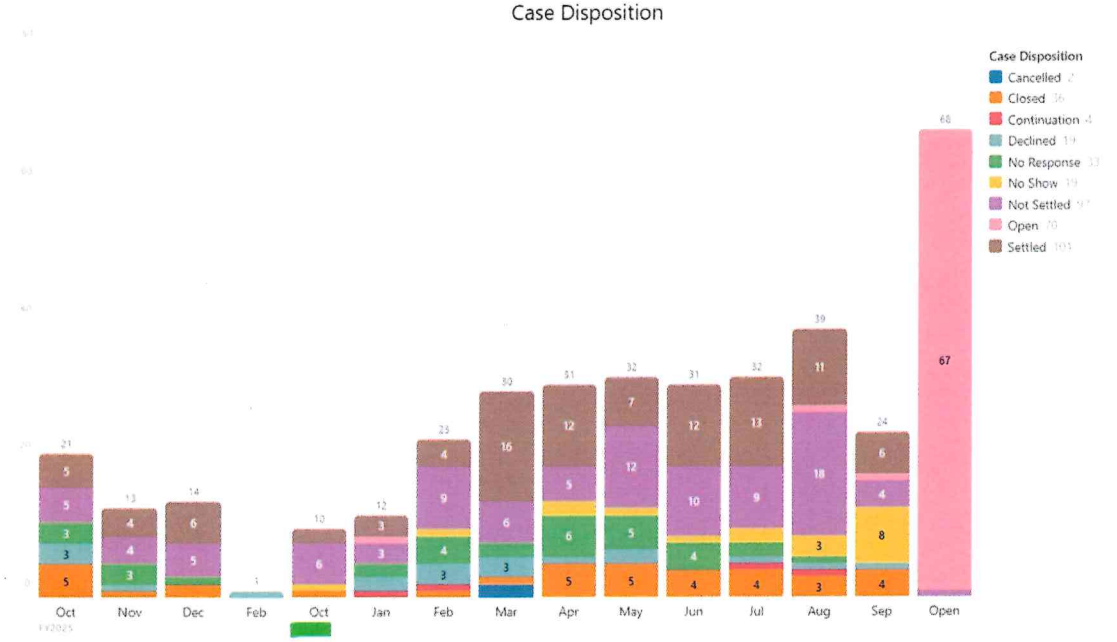
El Paso Dispute Resolution Center

DRC All-Years Dashboard (FY2025 through FY2026)

All-Years Dashboard | **Case Disposition** | Case Type | Case total | % | Referral

FY2026 **All years**

Case Disposition



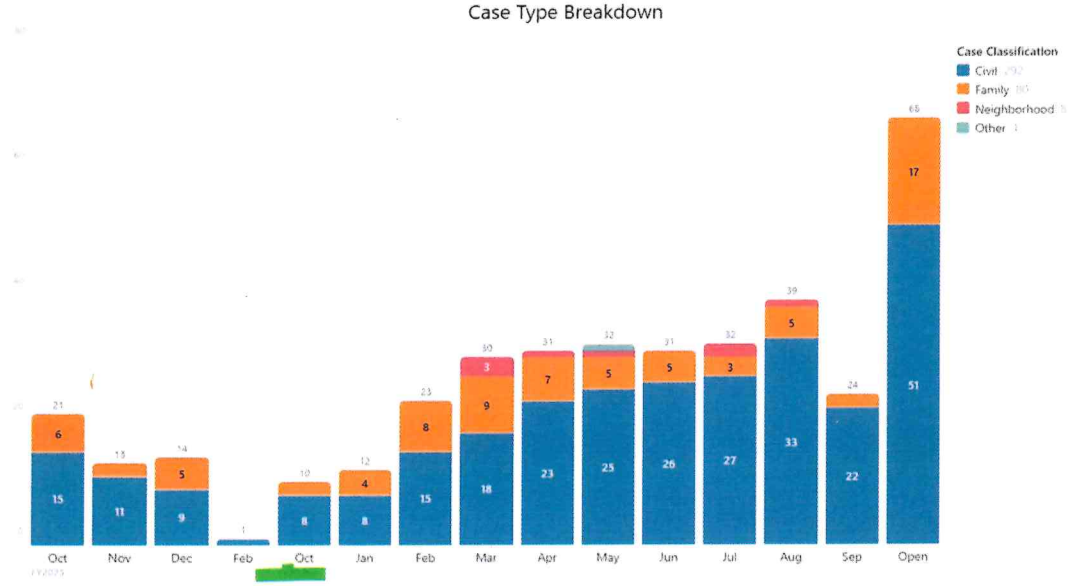
El Paso Dispute Resolution Center

DRC All-Years Dashboard (FY2025 through FY2026)

All-Years Dashboard | Case Disposition | **Case Type** | Case total | % | Referral

FY2026 **All years**

Case Type Breakdown



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DRC All-Years Dashboard (FY2025 through FY2026)



Note: Juvenile Mediations are not presented in the graphs above.
In FY 2026, 38 juvenile mediations were conducted, of which 3 cases were not settled.

FY 2026 Case Volume Increase Compared to FY 2026	
Fiscal Year	**Cases Managed**
FY 2025	**347**
FY 2026	**419**

Additional activities include:

- Accelerated Conflict Resolution Training: Mediator Tips for Handling Challenges in the Workplace or El Paso County Employees
- 40 Hour Basic Mediation Training: Trained 16 University of Texas at El Paso students
- Partnership with El Paso Juvenile Probation Department and the University of Texas at El Paso – Evaluating the Juvenile AFV Mediation Program
- Partnership with the University of Texas at El Paso, Department of Accounting and Information Systems: Development of the Program's Case Management System
- Court Education: Program website, online intake process and referral process
- Pilot project: Settlement Week
- Continuous recruitment of mediators
- Texas Mediators Credentialing Association: Symposium
- Texas Association of Mediators: Professional Development Conference
- Education outreach events
- Inquiries for assistance

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El Paso Dispute Resolution Council Meeting
October 28, 2026

Subject:

IX. Review, discuss and receive a presentation on Settlement Week.
(Presented by Marisa Quintanilla, Regional Services Director)

Information:

Review and discuss information regarding Settlement Week.

Attachments:

None.

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El Paso Dispute Resolution Council Meeting
October 28, 2026

Subject:

X. Other Business.
(Presented by Marisa Quintanilla, Regional Services Director)

Information:

Discuss and schedule the next Council meeting.

Attachments:

None.

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El Paso Dispute Resolution Council Meeting
October 28, 2026

Subject:

XI. Adjournment.
(Presented by Marisa Quintanilla, Regional Services Director)

Information:

None.

Attachments:

None.