

**WISCONSIN SPECIAL EDUCATION MEDIATION SYSTEM
AGREEMENT TO MEDIATE**

We hereby agree that _____ will be the Mediator between us regarding:

Case # _____

Parties _____

Child _____

We understand and agree to the following:

PURPOSE OF MEDIATION: We understand that the purpose of mediation is to develop a satisfactory resolution to our issues and that our goal is to identify areas of agreement and disagreement and to work together to explore options for settlement.

ROLE OF THE MEDIATOR: The mediator does not have the authority to impose a settlement and no person shall serve as a mediator in any case, in which the mediator has any financial or personal interest in the result of the mediation. Before accepting the role as a mediator, the prospective mediator shall disclose to us any circumstances likely to create a perception of bias or to delay the mediation. We may then agree to select or have appointed another mediator from the WSEMS roster. Further, if during the course of the mediation, the mediator becomes aware of any conflict of interest, the mediator will immediately disclose the conflict to us and we may choose to waive the conflict in writing or choose (or have appointed) another mediator from the WEMS roster.

IMPARTIALITY OF THE MEDIATOR: We understand that:

a) the mediator will remain impartial in all contacts with either party and that she/he will not advocate any interest of either party over the other;

b) the mediator, whether an attorney or not, shall not provide us with legal advice and that we are encouraged to seek independent legal counsel if legal questions arise;

c) if the mediator is an attorney, that the mediator will only mediate between us, and, therefore, will never represent either of us as attorney of record or in any adversary capacity in any legal proceeding in the future regarding our issues.

THE MEDIATION PROCESS: The mediation shall be conducted at a time and a place designated by the mediator that is accessible, convenient and acceptable to all of us.

We understand that:

a) we may be represented or accompanied by person(s) of our choice with

the consent of the other parties. These person(s) may or may not be attorneys or advocates. We agree to list the names of such persons on the Request for Mediation form, if possible;

b) the process may include both separate and joint meetings. We understand that conversations in the separate sessions are confidential, unless the party in the private session agrees to have it disclosed in a joint session;

c) the mediator may receive oral and/or written recommendations for settlement from us as necessary;

d) the mediator may seek expert advice regarding technical aspects of the dispute, however, the mediator will consult with us and if there are any costs or expenses related to the advice, inform us of the costs and seek our agreement to assume the expenses before proceeding;

e) if mediation results in a written agreement, we agree that the written agreement must include the following language "All discussions that occur during mediation are confidential and may not be used as evidence in any hearing or civil proceeding."

CONFIDENTIALITY OF THE MEDIATION PROCESS: The confidentiality of the mediation process shall be governed by Wis. Stat. 904.085. We shall maintain the confidentiality of the mediation and shall not rely on or introduce as evidence in any subsequent proceeding, whether that proceeding is judicial, administrative, or arbitral any of the following:

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;

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. The mediator will destroy his or her notes and/or written materials at the conclusion of the mediation.

Further, we agree that there shall be no stenographic or other record made of the mediation process.

WITHDRAWING FROM MEDIATION: We understand that either party or the mediator may withdraw from mediation at any time. The mediation may be terminated by

a) a statement by any of the parties indicating that we not longer wish to proceed in mediation;

b) a statement by the mediator indicating that in her/his belief that further mediation sessions will not contribute to the resolution of the dispute or,

c) by the execution of a settlement agreement signed by us.

EXCLUSION OF LIABILITY: We understand that the mediator is not a necessary party in any subsequent proceeding relating to the mediation. Neither the Wisconsin Department of Public Instruction or an individual or entity working with the Department, nor any mediator, nor the Wisconsin Special Education Mediation System, shall be liable to any part for any act or omission in connection with any mediation conducted under this agreement.

COSTS AND EXPENSES: We understand that services of the mediator are provided by WSEMS without cost to us and pursuant to Wis. Stat 115.797. WSEMS will not pay for any participant's attorney fees or any other costs of the parties associated with mediation (e.g. mileage, lodging, wage loss, etc.).

REPORTING FORMS: By signing this form, I am acknowledging that I will receive a WSEMS Post-Mediation Participant Form. I understand that the information on this form is helpful to the WSEMS in maintaining the high quality of the mediation services and is helpful in providing feedback to our mediator.

SIGNATURES: This agreement may be signed in separate identical copies. When all copies are brought together, it shall be considered the same as if we had all signed the same copy.

Date: _____

Signed: _____

Signed: _____

Signed: _____

Signed: _____

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