

MEDIATION CHECKLIST
West Virginia Department of Education

- Review assignment memorandum and request for mediation information. The assigned mediator contacts parties, by phone or in writing, to schedule time, location of the mediation; and notify both parties and the Office of Special Programs (OSP) of the time and location of scheduled mediation.

Assignment packet will include:

- ✓ Assignment memorandum
 - ✓ Request for mediation
 - ✓ Blank Confidentiality Agreement form
 - ✓ Blank Mediation Conclusion without Agreement
 - ✓ Procedural Safeguards
- Conduct mediation session(s).
 - Forms needed at mediation session:
 - ✓ Confidentiality Agreement
 - ✓ Mediation Agreement form
 - ✓ Mediation conclusion form (no agreement)

After mediation: Forward to Ghaski Lee Browning at OSP.

- Invoice for services rendered
- Confidentiality Agreement
- Copy of Mediation Agreement form signed by parties **or**
- Mediation Conclusion without Agreement form (concluded without agreement)

**WEST VIRGINIA DEPARTMENT OF EDUCATION
CONFIDENTIALITY AGREEMENT**

Student: _____

County: _____

Date Mediation Filed _____

Due Process Hearing Decision Due _____

Parent(s): _____

Parent's Counsel: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Special Education Director: _____

LEA's Counsel: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

We, the undersigned, agree to the following:

- 1) The mediator, the parties, and their attorneys (if applicable) agree that they are all strictly prohibited from revealing to anyone, including a judge, due process hearing officer or arbitrator the content of any discussions which take place during the mediation process. This includes statements made, settlement proposals made or rejected, evaluations regarding the parties, their good faith, and the reasons a resolution was not achieved, if that be the case. This does not prohibit the parties from discussing information, on a need-to-know basis, with appropriate staff, professional advisors, and witnesses.
- 2) The parties and their attorneys (if applicable) agree that they will not at any time before, during or after mediation, call the mediator or anyone associated with the mediator as a witness in any judicial, administrative, or arbitration proceeding concerning this dispute.
- 3) The parties and their attorneys (if applicable) agree not to subpoena or demand the production of any records, notes, work product, or the like of the mediator in any judicial, administrative, or arbitration proceeding concerning this dispute.
- 4) If, at a later time, either party decides to subpoena the mediator or the mediator's records, the mediator will move to quash the subpoena. The party making the demand agrees to reimburse the mediator for all expenses incurred, including attorney fees, plus the mediator's then-current hourly rate for all time taken by the matter.
- 5) The exception to the above is that the above is that this agreement to mediate and any written agreement made and signed by the parties as a result of mediation may be used in any relevant proceeding, unless the parties agree in writing not to do so. Information which would otherwise be subject to discovery, shall not become exempt from discovery by virtue of it being disclosed during mediation.

Signed _____

(Parent)

Signed _____

(Parent)

Signed _____

(Parent's Counsel)

Signed _____

(LEA representative)

Signed _____

(LEA Counsel)

Signed _____

(Mediator)

MEDIATION AGREEMENT
West Virginia Department of Education
Office of Special Programs

County:	Student:
County Representative:	Parent(s)/Guardian(s):
Date:	Mediator

Agreement

The mediation process is voluntary on the part of all participants and is not used to deny or delay any participant's right to a due process hearing, or to deny any other rights afforded under IDEA 2004, and is conducted by a qualified and impartial mediator who is trained in effective mediation techniques. All discussions that occurred during the mediation process shall be confidential and may not be used as evidence in any subsequent due process hearings or civil proceedings.

We the undersigned have participated in a voluntary mediation conference, and understand that this signed written mediation agreement is enforceable in any State Court of competent jurisdiction or in a United States District Court.

Parent(s)/Guardian(s)/ Representative(s)
Signatures

Date

School Official(s)/County Representative(s)
Signatures

Date

MEDIATION CONCLUSION WITHOUT AGREEMENT

West Virginia Department of Education
Office of Special Programs

County:	Student:
County Representative:	Parent(s)/Guardian(s):
Date:	Mediator

The mediation process is voluntary on the part of all participants and is not used to deny or delay any participant's right to a due process hearing, or to deny any other rights afforded under IDEA of 2004, and is conducted by a qualified and impartial mediator who is trained in effective mediation techniques.

We the undersigned have participated in a voluntary mediation conference and have been unable to resolve the issues of disagreement. Our signatures below indicate the conference resulted in no written agreement.

We pledge that the mediation discussions will remain confidential and understand that these discussions may not be used as evidence in any subsequent due process hearing or civil proceedings.

Parent(s)/Guardian(s)

Signatures

Date

School Official(s)/County Representative(s)

Signatures

Date