

STATEMENT OF UNDERSTANDING REGARDING THE SPECIAL EDUCATION MEDIATION PROCESS - Virtual

I have been informed of and understand the following regarding the Special Education Mediation process:

1. The purpose of mediation is to develop a satisfactory resolution to the issues presented. Our task, with the help of the mediator, is to explore options for mutual agreement.
2. Reaching an agreement is voluntary.
3. The mediator is impartial and will not advocate for a participant or a participant's position. The mediator will not provide advice of any kind, including legal advice, related to the substantive issues at hand.
4. The mediator cannot participate as a witness in any court or administrative proceeding concerning the issues presented.
5. The mediator has no personal interest in any of the issues or potential outcomes of this mediation session. If the mediator becomes aware of a potential conflict of interest, they will immediately disclose that potential conflict of interest, and will withdraw from the mediation in the event the conflict raises any question regarding their ability to remain impartial.
6. The mediator has no authority to impose any terms of agreement, enforce laws or rules or determine the appropriateness of any terms of agreement.
7. If requested, the mediator can record in writing terms mutually agreed to for signature by the participants. An agreement can only become legally enforceable, however, if signed by both the parent and a representative of the agency who has the authority to bind such agency. 34 CFR 300.506 (6) (ii)
8. The confidentiality of the mediation process shall be governed by 34 CFR 300.506 and MARSE R 340.1724d which state: "All discussions that occurred during this mediation process will remain confidential and may not be used as evidence in any subsequent due process hearing or civil proceeding."

9. It is further understood:

- a. Any notes taken by the mediator will be destroyed at the conclusion of the mediation session.
- b. Confidentiality may not extend to communications that reveal an intent to commit a crime or involve the safety of a child.
- c. No audio, visual, or stenographic recording will be made of the mediation session and no records of the actual proceeding will be kept other than the written agreement.

10. Neither the Michigan Department of Education (MDE), any individual or entity working with the MDE, or the mediator shall be liable to any participant for any negligent act or omission in connection with this mediation.

11. The mediator has been impartially selected and the intake and mediator services are provided at no cost to any party.

12. All participants will be provided the opportunity to complete a confidential evaluation at the close of the mediation process to provide feedback about the effectiveness of the mediator and the mediation process.

13. In addition to the assigned mediator, a mediation observer may be assigned to the mediation session for training and professional development purposes only.

- a. The mediation observer will remain silent and will not actively participate in the mediation process or conversation.
- b. The mediation observer will not make any direct contact with the parties.
- c. The mediation observer must abide by the strict terms of confidentiality that apply to the mediation process.
- d. If you have questions or do not want to have a SEMS' mediation observer attend your session, please call us at (833) 543-7178.

Virtual Meeting Terms

1. The parties and the mediator are at a distance from each other and intend to participate from different locations.

Case #
Student Name:

Center #
Date:

2. The mediator and the parties will not meet in person and will rely primarily upon information and communication technologies to communicate with parties and to conduct or participate in the mediation.
3. Each party agrees that all participants in the facilitated meeting shall sign this document.
4. Each party further confirms that no person who is not a participant to this facilitated meeting shall have physical, virtual, or electronic access to the meeting conversation.
5. Each party recognizes that, given the use of information and communication technology, it is not possible to ensure that all communications will be confidential.

Signatures on this Statement of Understanding may be executed in separate documents. Signatures may be submitted via fax, email or-via other identified electronic method.

Printed Name:

Agency representative with authority to bind agreement

Signature:

Printed Name:

Parent/Student if over 18

Signature:

Printed Name:

Signature:

Parent

Printed Name:

Signature:

Printed Name:

Signature:

Case #
Student Name:

Center #
Date:

Printed Name:

Signature:

Printed Name:

Signature:

Printed Name:

Signature:

Mediator