

**Florida Department of Education  
Bureau of Exceptional Education and Student Services  
ESE Program Administration and Quality Assurance  
Dispute Resolution Unit**

**CONFIDENTIALITY STATEMENT**

***Please print***

Date of Mediation: \_\_\_\_\_

Case #: \_\_\_\_\_

Name of Student: \_\_\_\_\_

School District: \_\_\_\_\_

1. The parties agree to participate voluntarily in mediation in an effort to resolve the dispute regarding \_\_\_\_\_  
(Student's Name)
2. The parties, including all participants at the meeting, agree that as stated in IDEA 2004, all "Discussions that occur during the mediation process must be confidential and may not be used as evidence in any subsequent due process hearing or civil proceeding of any Federal court or State court of a State receiving assistance under this part." Confidentiality will not extend to threats of imminent physical harm or incidents of actual violence that occur during the mediation.
3. The parties agree that mediation sessions will not be video-recorded, tape-recorded or transcribed by the mediator or any of the participants. All information or materials generated during the course of the mediation by the mediator and participants, including all notes, records or documents shall be destroyed by the mediator after conclusion of the mediation.
4. The parties agree that communications between the mediator(s) and the parties will be kept confidential.
5. 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.
6. The parties, including all participants at the meeting, agree that as stated in IDEA 2004, "(6) If the parties resolve a dispute through the mediation process, the parties must execute a legally binding agreement that sets forth that resolution and that (i) States that all discussions that occurred during the mediation process will remain confidential and may not be used as evidence in any subsequent due process hearing or civil proceeding; and (ii) Is signed by both the parent and a representative of the agency who has the authority to bind such agency. (7) A written, signed mediation agreement under this paragraph is enforceable in any State court of competent jurisdiction or in a district court of the United States."

\_\_\_\_\_  
Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
School District/Agency Representative

\_\_\_\_\_  
Date

Other Participants (*Please include relationship to student*) ***Please print***

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\_\_\_\_\_  
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**Top Copy – Parent / Middle Copy – School District / Bottom Copy – Bureau**