



CCD Counseling P.A.

Denton Lewisville Farmers Branch

Administration: 1512 Scripture Street, Denton, Texas 76201

(940) 382-5328 www.ccdcounseling.com www.facebook.com/ccdcounseling

Mediation Agreement

_____ and _____ (The Parties) and Steven E. "Jake" Jacobson, LCSW (the mediator) enter into this Mediation Agreement (the Agreement). The parties have agreed to use mediation to facilitate reaching an agreement.

Your Mediator

Your Mediator is Steven E "Jake" Jacobson, who is licensed as a Licensed Clinical Social Worker (LCSW). His licensing board is the Texas State Board of Social Work Examiners (800-232-3162). He has completed training to be qualified under the Texas Civil Practice and Remedies Code (Sec. 154.052) to be appointed in a dispute relating to the parent-child relationship.

The parties understand that the mediator is not a legal advisor and is not able to provide legal advice to any party involved in mediation. The parties agree to hold the mediator harmless for any observations, suggestions, or implications that he/she may make in the course of mediation. The parties specifically agree to obtain legal advice on any issue of interest from their own attorneys and not to rely on the mediator for such advice.

The mediator will encourage and assist the parties in reaching an agreement about their parenting plan.

Mediation and Confidentiality

Unless expressly authorized by the disclosing party, mediator will not disclose to either party information given in confidence by the other and shall at all times maintain confidentiality with respect to communications relating to the subject matter of the dispute.

All matters, including the conduct and demeanor of the parties and their counsel during the settlement process, are confidential and may never be disclosed to anyone, including the appointing court.

Any record made during the mediation is confidential. The mediator cannot be required to testify or to disclose any confidential information or data relating to issues being mediated.

Confidentiality Exceptions

If the Mediator suspects that a child or an elder has been abused or neglected, the Mediator is required to report the suspected abuse or neglect to TDPRS or to another state agency authorized to receive the report.

An oral communication or written material used in or made a part of mediation is admissible or discoverable if it is admissible or discoverable independent of the mediation.

Fees

The Mediator's hourly rate is \$125.00. The parties agree to pay the Mediator a retainer of \$ 1000.00. Fees may not exceed the retained amount unless agreed to by both parties.

Right to Legal Counsel

I understand that I have the right to review this document with my attorney, prior to signing it. The Mediator is not qualified to answer legal questions and would advise the client(s) to seek legal counsel if they have legal questions about Mediation. I understand that when I do sign this document, I will receive a copy.

During the Mediation, the client(s) may choose to enter into an agreement. I understand that the Mediator advises that I not do that until I have consulted with legal counsel and that if I choose to do that, the agreement may be legally binding.

By signing this Mediation Agreement form, I, the undersigned client, acknowledge that I have read, understood, and agree to all the terms and information contained herein. Ample opportunity has been offered to me to ask questions and seek clarification of anything unclear to me.

Dated: _____

Steven E "Jake" Jacobson LCSW
