



moxie: *The ability to face difficulty with spirit.*

**CHILD INCLUSIVE MEDIATION AGREEMENT
Mediator and Child Consultant**

This agreement is made between the undersigned parties and Moxie Incorporated.

1. Process. We agree to use a Child Inclusive Mediation process, which will include the work of a Mediator and a Child Consultant.
2. Mediator. This mediation will be conducted by:
 - Kirsten Lysne, Ph.D., L.P.
 - Peggy Cottrell, M.A., L.M.F.T.
 - Michael Goldfarb, M.S.W., L.I.C.S.W.
 - Matthew Shore, M.S.W., L.I.C.S.W.
3. Child Consultant. The child consultant will be:
 - Kirsten Lysne, Ph. D., L.P.
 - Peggy Cottrell, M.A., L.M.F.T.
 - Matthew Shore, MSW, LICSW
 - Michael Goldfarb, MSW, LICSW.
4. Function of the Mediator. The parties understand that the mediator is a facilitator but has no power to render a decision. The mediator will not give legal advice.
5. Function of the Child Consultant. The role of the child consultant is to bring the voice of the child(ren) into the mediation session in a manner that is useful to the parents in their decision-making, and accurately represents the needs and perspectives of the child(ren). The child consultant will meet with each parent and the children, then attend the initial mediation session to provide information for the process. The Child Consultant may participate in additional mediation sessions, if requested.
6. Goal. The goal of mediation is a durable agreement. Accordingly, any agreement reached is subject to the parties "sleeping on" the agreement, consulting with their respective attorneys, and changing their minds. No mediation agreement will be binding until memorialized into a formal agreement by their attorneys and signed by the parties and their attorneys.
7. Confidentiality. In order to make the mediation as risk-free as possible, the parties agree that nothing said or written in the mediation session or the Child Consultant's sessions may be used in court by one party against the other. The mediator, the child consultant, the records and any documents related to the mediation may not be subpoenaed in any future discovery or other legal proceeding relative to the issues considered during the process. If either party attempts to subpoena the Mediator or Child Consultant or the

records, that party will be responsible for any and all expenses incurred in the effort to quash the subpoena.

8. Exceptions to Confidentiality. Exceptions to confidentiality are as follows:
- a. Where disclosure is required by statute (abuse or neglect of children or vulnerable adults and/or "duty to warn" obligations); or
 - b. Where disclosure is necessary to prove a claim of mediator misconduct; or
 - c. When mediation is pursuant to a court order, the mediator may disclose the following:
 - Whether the parties met with the mediator
 - Whether agreements were or were not reached
 - Whether future sessions are scheduled.

9. Fees. The mediator shall be compensated at the rate of \$275 per hour. The child consultant shall be compensated at \$275 per hour. Fees are charged for all time spent on the case, including telephone conferences with the parties' attorneys, preparation for and time in mediation sessions, and the drafting of letters, e-mail communications, and agreements. The parties understand that all fees are based strictly on time spent on this case, and that there is no correlation between fees and/or success/failure to reach agreement. Any time the parties decline to pay the mediator's fees, the mediator shall no longer be responsible for rendering services to the parties.

Any fees charged beyond the deposit (outlined below) will be paid at the time of session. The fees will be divided between the parties in the following manner:

Party: _____ Percentage: _____%
_____ %

10. Deposit. A deposit of \$3,300.00 is required before the process begins. This will cover the first eight hours of the Child Consultant's time and the first four hours of the Mediator's time. Any remaining balance on account will be refunded at the conclusion of the process.

The deposit will be divided between the parties in the following manner:

Party: _____ Percentage: _____%
_____ %

11. Cancellations. Appointments cancelled or not kept with **less than 24 hours notice** will be **charged at the full hourly rate**. Appointments cancelled **within 24-48 hours** of the time and date will be **charged at one/half of the hourly rate**. There is no charge for appointments cancelled with more than 48 hours notice.

12. Termination. Any party, the mediator, or the child consultant may terminate the mediation at any time, either verbally or in writing.
13. Copy of Resume. The parties acknowledge that they may access a copy of the mediator's resume from our website, www.moxieinc.com (in compliance with the Civil Mediation Act).

Signatures:

Signature

Date

Signature

Date

Mediator's Signature

Date

Child Consultant's Signature

Date