



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

EXPANDED EVALUATIVE MEDIATION AGREEMENT

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

1. Mediators. This mediation will be conducted by (select two)
☐ 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.
2. Function of the Mediators. The Mediators are impartial facilitators of the mediation sessions and process; they are not decision makers or arbitrators. In this evaluative mediation, the parents and their counsel will identify areas of special focus and the mediation will be structured to allow data gathering and information-sharing around that focus area. The mediators will share recommendations about parenting and coparenting issues in an effort to facilitate agreements between the parents. The mediators will not give legal advice.
3. Goal. The goal of mediation is a durable agreement. No mediation agreement will be binding until memorialized into a formal agreement by the attorneys and signed by participants and their attorneys.
4. Good Faith. The Parties will make a sincere attempt to reach further clarity about the issues in dispute, understanding that they are not required to reach agreement.
5. Process. The process consists of the following steps:
 - A. Intake phone call with both mediators and both attorneys to define the scope of the issues to be addressed and ensure that the case is a good fit for this process.
 - B. Mediation session #1: (3 hours) Each party will share their story of the family history and their proposed plan for parenting of the children. They will share concerns in a respectful manner that allows all participants to understand what information is needed to resolve the parental disputes.
 - C. Information and Data Gathering: The parties, attorneys and mediators will create a plan for gathering and sharing information that will assist in resolution. This may consist of interviews with the children, home visits, review of records, outside evaluations (e.g. chemical or mental health), etc. The mediators may make recommendations about what information is needed to make better informed long-term recommendations.
 - D. Mediation session #2: (3 hours) The mediators will share recommendations about custody labels, parenting time schedules and/or other parenting and coparenting matters. The parties will spend the remainder of the session mediating in an effort to reach agreements.
6. Confidentiality. In order to make the mediation as risk-free as possible, the parties agree that nothing said or written in the mediation session may be used in court by one party against the other. Neither the mediator, nor records, nor documents related to the mediation may be subpoenaed in any future discovery or other legal proceeding relative to the issues considered during the process. The parties and counsel may agree that third-party assessments or work product done by professionals other than the mediators may be admissible in court, if needed.

7. Exceptions to Confidentiality. Exceptions to confidentiality are as follows:
- A. Where disclosure is required by statute (abuse or neglect of children, elders, 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.

8. Fees. The mediators shall be compensated at the rate of \$300 per hour, including time spent in telephone conferences with attorneys, preparation for and time in mediation sessions, work between sessions, and the drafting of summaries and letters. A \$4,000.00 deposit is required, which will cover the fees for the 30-minute attorney call that begins the process, and two 3-hour mediation sessions. If any portion of the retainer is unused, it will be returned to the client.

The parties understand that the mediator's 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.

The deposit will be paid before the mediation sessions begin. The fees will be divided between the parties in the following manner:

Party: _____	Percentage: _____%
_____	_____%

9. Cancellations. Appointments cancelled or not kept with less than a full business day's (24 hours) notice will be charged at the full hourly rate. Appointments cancelled within 1-2 business days (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 2 business days' notice.
10. Notice Pursuant to Rule 114.13A, subd. 7 of the General Rules of Practice for the District Courts:
- A. The mediator must follow the Code of Ethics for Court-Annexed ADR Neutrals and is subject to the jurisdiction of the ADR Ethics Board.
 - B. The mediator has no duty to protect the interests of the parties or provide them with information about their legal rights.
 - C. No agreement reached in this process is binding unless it is put in writing, states that it is binding, and is signed by the parties (and their legal counsel, if they are represented) or put on the record and acknowledged under oath by the parties.
 - D. Signing a settlement agreement may adversely affect the parties' legal rights.
 - E. The parties should consult an attorney before signing a settlement agreement if they are uncertain of their rights.
 - F. In a family court matter, the agreement is subject to the approval of the court.
11. Termination. Any party or the mediator may terminate the mediation at any time, either verbally or in writing.
12. Copy of Resume. The mediators' resumes are available on the Moxie Inc. website at www.moxieinc.com

SIGNATURES

My signature indicates that I have read and I understand the information in this agreement, and that I agree to retain the providers selected above as Mediators under the conditions described in this agreement.

Signature

Date

Print Name

Signature

Date

Print Name