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. Agreement. 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, PhD, LP
   ___ Julie McKay, PsyD, LP
   ___ Michael Goldfarb, MSW, LICSW
   ___ Matthew Shore, MSW, LICSW
   ___ First Available Moxie Mediator

3. Child Consultant. The child consultant will be:
   ___ Kirsten Lysne, PhD, LP
   ___ Julie McKay, PsyD, LP
   ___ Michael Goldfarb, MSW, LICSW
   ___ Matthew Shore, 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, then the children, then attend the mediation session to provide feedback regarding the children's interviews.

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:
        i. Whether the parties met with the mediator
        ii. Whether agreements were or were not reached
        iii. Whether future sessions are scheduled.

9. Process. The Child Inclusive Mediation process involves the following steps:
    a. Each parent meets with the Child Consultant for a one hour intake appointment. In this session, the parents describe the family situation and the topics that will be mediated, which will inform the Child Consultant's interviews with the child(ren). (Total time: 2 hours)
    b. Two interviews are scheduled for the child(ren) to meet with the Child Consultant. Typically, each parent brings the child(ren) to one of these sessions. Adjustments to this transportation arrangement may be made based on family circumstances.
    (Total time: 2-6 hours, depending on children involved)
        i. When one child is being interviewed, these sessions are scheduled for one hour each. When more than one child is being interviewed, additional time is required.
    c. The Child Consultant prepares the feedback that will be provided to the parents and Mediator during the mediation session.
    (Total time: 1 hour)
    d. The mediation session is conducted, which includes both the Mediator and the Child Consultant.
    (Total time: 8 hours; 4 hours for the Mediator, 4 hours for the Child Consultant)

10. Fees. The mediator shall be compensated at the rate of $350 per hour. The child consultant shall be compensated at $350 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, travel, 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. If at any time the parties decline to pay the providers' fees, the providers shall no longer be responsible for rendering services to the parties.

    The deposit outlined below is an estimate of the cost of services, although the unique needs of the family may result in more or less time being required. Any fees charged in excess of 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: _____%

    Party: _____ Percentage: _____%

11. Deposit. Given that one child is being interviewed as part of this Child Inclusive Mediation, a deposit of $_____ is required before the process begins. This will cover the first __ hours of the Child Consultant's and Mediator's time, which has been deemed a reasonable estimate of time required based on this information.

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

    Party: _____ Percentage: _____%

    Party: _____ Percentage: _____%

12. Cancellations. Appointments canceled or not kept with less than 24 hours notice will be charged at the full hourly rate. Appointments canceled 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 canceled with more than 48 hours notice. Cancellation fees are the sole responsibility of the canceling party.

13. Termination. Any party, the mediator, or the child consultant may terminate the mediation at any time, either verbally or in writing.

14. 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:

_____ _____
Parent Signature Date

_____ _____
Parent Signature Date