



## AGREEMENT FOR SOCIAL EARLY NEUTRAL EVALUATION

\_\_\_\_\_ and \_\_\_\_\_ (collectively “Parties”), and their attorneys, if represented, have engaged \_\_\_\_\_ of Peacetree Family Institute and \_\_\_\_\_ of \_\_\_\_\_ (collectively “Evaluators”) to perform a Social Early Neutral Evaluation (“SENE”), subject to the provisions of this Agreement and applicable court order. The definitions of words in the singular herein shall apply to such words when used in the plural where the context so permits and vice versa.

SENE is a confidential service intended to provide you with a setting in which you may speak openly and not fear that your statements will be shared with the Court. SENE is a short term, confidential, evaluative process designed to facilitate prompt dispute resolution in Family Court matters.

SENE Evaluators are presiding at an alternative dispute resolution proceeding under Minn. Stat. Sec. 604A.32 and, pursuant to said statute, are not subject to civil liability except for injury caused by malice, bad faith, or reckless conduct.

Evaluators are impartial facilitators and are not decision-makers, attorneys, counselors, or experts for either or both Parties.

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. The Parties and their attorneys, if represented, may refuse to divulge information, but will not give false information.

In accordance with the court order, the Parties acknowledge that they are required to cooperate in providing requested information to the Evaluators prior to the initial meeting. As determined by the Evaluators, the Parties may be required to provide additional information as specifically authorized in the court order.

This process is subject to Rule 114.07 of the Minnesota General Rule of Practice which states: “Subject to Minnesota Statutes, section 595.02 and except as provided in paragraphs (a) and (d), no statements made nor documents produced in non-binding ADR processes that are not otherwise discoverable shall be subject to discovery or other disclosure. Such evidence is inadmissible for any purpose at a later trial, including for impeachment. Rule 114.07(b).

### **Confidentiality of SENE:**

Although Minnesota Statutes and Rules of Court provide for confidentiality and admissibility, we ask that the Parties contract with each other and with Peacetree Family Institute and [NAME OF CO-EVALUATOR’S COMPANY] to keep the SENE discussions and documents confidential. The parties to this Agreement agree as follows:

- a) **Confidentiality Agreement.** The communications made during the SENE process are confidential, documents that are not otherwise discoverable and notes used in SENE, records, impressions, opinions, and recollections are confidential, and the parties to this agreement will not call either the Evaluators or any officer or agent of Peacetree Family Institute or [NAME OF CO-EVALUATOR'S COMPANY] as a witness in any litigation of any kind regarding the SENE sessions conducted by Evaluators; and, in like manner, the parties to this Agreement, shall be estopped from requiring the production of any records or documents or any other notes or papers prepared by or under the control of the Evaluators for any purpose associated with the litigation of any issue(s) dealt with in SENE.
- b) **Child Abuse/Bodily Harm.** All evaluators at Peacetree Family Institute are mandated by Minnesota Law to report Child Abuse Allegations, the Evaluators may encourage self-reporting of any such allegation disclosed during the SENE process and in circumstances where the Evaluators believe the safety of a child to be in question, the Evaluators may report such information to the local Child Protection Agency. The Evaluators may reveal information relating to the SENE if the Evaluators believe the disclosure is necessary to prevent reasonably certain death or substantial bodily harm. Our evaluators are mandated by Minnesota Law to report Child Abuse Allegations.
- c) **Professional Reporting Requirement.** The Evaluators may make disclosures required by the Evaluator's rules of professional conduct.
- d) **Parties Shall Not Subpoena Evaluators.** The parties to this Agreement agree not to subpoena the Evaluators, any officers or staff of Peacetree Family Institute or [NAME OF CO-EVALUATOR'S COMPANY], or any notes, records, or documents of the Evaluators or Peacetree Family Institute or [NAME OF CO-EVALUATOR'S COMPANY]. Should any party to this Agreement attempt to compel such testimony or production, such party shall be liable for, and shall indemnify the Evaluators at Peacetree Family Institute and [NAME OF CO-EVALUATOR'S COMPANY] against any liabilities, costs or expenses - including reasonable attorneys' fees, (including Evaluators' normal hourly litigation rate, if it represents itself) - which the Evaluators may incur in resisting such compulsion.
- e) **No Recording of SENE Session.** The parties to this Agreement agree that they will not record any statements or conduct, nor will they share any information about their SENE on social media. No one other than the Parties, their attorneys, if represented, and the Evaluators, may be present or listening in on video conference unless mutually agreed to in advance. **Digital, audio, or other recordings (hereinafter "recording") during the process are strictly prohibited, by anyone other than the Evaluators. The Parties and all others attending this proceeding agree not to make any recording of any part of this alternative dispute resolution process and agree not to provide any recording to the court, guardian ad litem, custody evaluator, therapist, or anyone else involved with this case.**

The Court is notified of the outcome of the SENE in one of the following ways:

- (1) If Evaluators conclude that your case is inappropriate for SENE, they will communicate such to the Court.
- (2) If you reach a full written settlement: the Court may be given the written settlement of your agreement and may be advised which Party or attorney will draft the stipulation and order and when it will be done.
- (3) If you reach a written settlement on some but not all issues: the Court may be given the written settlement of the resolved issues and a summary of the issues not resolved. Further evaluations may be requested, including chemical or psychological assessments. The Evaluators may not tell the Court why such assessments are needed.
- (4) If you do not reach agreement on any issues: the Court may be advised of what services the Evaluators recommend. Again, further evaluations may be requested, including chemical or psychological assessments. The Evaluators may not tell the Court why such assessments are needed.

Following a SENE, should you proceed with mediation or a custody evaluation, neither Evaluator will conduct the mediation or evaluation and neither of them may talk to or share notes, records, or documents with the mediator or evaluator about your SENE.

**Fees.** Each Party pays each Evaluator one-half of their attorney's hourly rate. We have scheduled the SENE for [REDACTED] hours. Petitioner's attorney charges [REDACTED] per hour and Respondent's attorney charges [REDACTED] per hour. **Petitioner owes each Evaluator \$[REDACTED] and Respondent owes each Evaluator \$[REDACTED], a total of \$[REDACTED] as a retainer deposit. The Parties must make a retainer deposit one (1) week before the session. If the retainer deposit is not received at least one week prior to any scheduled SENE session, the Evaluators reserve the right to cancel SENE.** The hourly rates of the Evaluators are determined at the time they are appointed and said rates will remain in effect throughout the SENE process, regardless of whether either or both Parties elect to proceed without an attorney. Please understand that additional fees will be due at the end of the SENE if it happens to run over [REDACTED] hours.

The Parties are hereby notified that the Evaluators may seek remedies from any applicable court for non-payment of fees pursuant to Rule 114.11(b) of the General Rules of Practice for the District Courts.

**Cancellation.** By scheduling a SENE, the Parties (through their attorneys, if represented) are agreeing that, if they cancel any session less than 48-hours (2 business days) prior to the scheduled session, each Party will be charged for two (2) hours of time.

**Release to Talk to the Parties' Attorneys.** The Parties authorize the Evaluators to discuss issues related to the SENE with the Parties' attorneys, if represented.

The Parties and their attorneys (if represented) hereby authorize the Evaluators' staff, interns, externs, mentees, assistants, and/or ride-alongs to attend this process.

**Conflicts of Interest; Waiver.** The Parties, their attorneys, if represented, and the Evaluators are aware of the following relationship(s) which may give rise to a conflict of interest:

[DESCRIBE, IF ANY, OR N/A]

In addition, the Evaluators have been mental health providers for many years and have professional and social relationships with many attorneys and mental health experts in the Twin Cities Area. The Evaluators may have other Alternative Dispute Resolution processes occurring which involve one or both of the attorneys, if any, are involved with this matter. One or both of the attorneys involved in this matter, if any, may have referred other Alternative Dispute Resolution matters to the Evaluators in the past and may be in the process of referring other Alternative Dispute Resolution matters to the Evaluators at the present time. The Evaluators represent that these relationships and said referrals will not interfere with his or her neutrality in this matter. If either Party has any questions about the extent of the Evaluator's relationship with any other professional in this matter, the Party agrees to ask these questions prior to signing this Agreement, and, if desired, whenever a new attorney or expert is added in this matter.

To the extent applicable, by signing this Agreement for a SENE, the parties to this Agreement waive the potential conflict of interest.

**Caucuses.** If it would facilitate settlement, the Evaluators or the Parties or any of them may request a caucus. If the Evaluators caucus with one Party, they shall offer the other Party the opportunity to caucus as well. The Parties understand that the duration of those caucuses may vary. The evaluators may caucus with one or more of the attorneys representing the Parties if they believe the caucus will facilitate settlement.

**Termination of SENE.** Either Party or the Evaluators may terminate a particular SENE session or the entire SENE process. However, the Parties each agree to make reasonable and appropriate attempts to address in the SENE the issues leading a Party to desire termination.

**RULE 114 NOTICES:**

Pursuant to Subd. 7 (b) of the Code of Ethics for Court-Annexed ADR Neutrals under Rule 114 of the General Rules of Practice for the District Courts, the Parties are hereby notified:

- (A) the Evaluators have no duty to protect the interests of the Parties or provide them with information about their legal rights;
- (B) 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 attorneys, if they are represented) or put on the record and acknowledged under oath by the Parties;
- (C) signing a settlement agreement may adversely affect the Parties' legal rights;

- (D) the Parties should consult an attorney before signing a settlement agreement if they are uncertain of their rights; and
- (E) in a family court matter, the agreement is subject to the approval of the court.
- (F) Evaluators must follow the Rule 114 Code of Ethics and is subject to the jurisdiction of the ADR Ethics Board.

**Evaluators' Qualifications.** The Evaluators' educational backgrounds include a college Masters degree in Clinical Psychology. The Evaluators have extensive experience in custody and parenting time issues. The Evaluators have been trained as social early neutral evaluators, regularly attend continuing education in alternate dispute resolution and other forms of continuing education and are experienced evaluators.

**Guarantors.** In signing this Agreement, the attorneys for the Parties, if represented, guarantee their respective client's fees payable to the Evaluators pursuant to the Court's Order.

**Counterparts.** This Agreement may be signed in counterparts, each of which, when taken together shall constitute one and the same instrument.

\_\_\_\_\_  
, Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
, Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
, Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
, Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
, Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
, Evaluator

\_\_\_\_\_  
Date