

## PARENTING TIME EXPEDITOR AGREEMENT

High parental conflict following divorce is the best predictor of poor adjustment for children dealing with their parents' divorce. This makes efforts to reduce parental conflict essential in promoting children's well being.

### DESCRIPTION OF PARENTING TIME EXPEDITING

A Parenting Time Expeditor is a neutral person authorized to use a mediation-arbitration process to resolve parenting time disputes. When I am appointed as a Parenting Time Expeditor, I begin by meeting with both parties together. This meeting is administrative in nature and serves to explain the Parenting Time Expeditor process, schedule appointments, identify possible collateral resources, familiarize me with background information, describe the child(ren) involved, review agreements and court orders currently in place, and establish an agenda of items to be addressed. If either parent is uncomfortable with a joint meeting, s/he may discuss these concerns with me before the appointment. Subsequent meetings may be conducted with both parents together; each parent alone; with the children (together or separately); with each parent and the children; with new spouses or significant others. These meetings take place in the Parenting Time Expeditor's office. Sometimes it is possible to proceed by phone, e-mail, or written correspondence.

I will always give parents the opportunity to settle their disputes. I believe that they are in the best position to make decisions about their children and should be assisted in doing so whenever possible. However, as a Parenting Time Expeditor, it is my responsibility to make recommendations or decisions when parents are unable to agree.

The content of discussions and negotiations that occur in the course of Parenting Time Expediting are confidential. As outlined in Minnesota Statute 518.1751, statements made and documents produced are not subject to discovery and are not admissible into evidence for any purpose at trial or in any other proceeding. The Parenting Time Expeditor shall not be subpoenaed or called as a witness in any court proceeding. Any communication with people other than the parents requires written permission of the parents.

As a Parenting Time Expeditor I am a neutral party, and therefore I do not take cases in which I have any conflict of interest or bias toward either parent. However, it is part of my job as a Parenting Time Expeditor to develop opinions about what best meets the needs of your child(ren) and to advocate for their best interests.

### GETTING STARTED

Parents have the option of requesting an introductory session with me before contracting for services. This introductory session is billed at my regular hourly rate of \$275 an hour, and allows the parents to meet me and to ask any questions they may have about the process. Once it is agreed upon that I will be working as your Parenting Time Expeditor, the parents shall request a court order appointing me to that role. Our work together begins with the signing of the Parenting Time Expeditor Contract. The parties make an initial deposit of \$3,000 (\$1,500 each, if shared equally) which will cover our first 12 hours of work together. The initial deposit, the signed contract, and a copy of the court order appointing me as the Parenting Time Expeditor must be received prior to scheduling or holding any additional appointments.

## PARENTING TIME EXPEDITOR CONTRACT

I agree to proceed with Peggy Cottrell, M.A, as our Parenting Time Expeditor according to the following arrangements:

1. The fees for serving as Parenting Time Expeditor are billed at \$275 per hour (subject to adjustment on January 1 of each year). There will be a one-time file setup fee of \$200.
2. An initial deposit of \$3,000 is required to begin the process. This amount may be shared by the parties in accordance with their financial agreements or Orders. All payments shall be made to Moxie Incorporated. Funds in this deposit will be held in a separate trust account, as outlined below, and once earned they will be applied to all services rendered, including the following, at \$275 per hour, in increments of .2 hours (12 minutes, \$55 increment):
  - a) All sessions and meetings.
  - b) All phone calls related to this case.
  - c) Reading and reviewing files, correspondence and other documents.
  - d) Drafting memos, correspondence, and reports.
  - e) Consultations with other professionals, including attorneys.
  - f) Travel time.
3. All client deposits will be held in a separate trust account. Funds in this account are not earned by Moxie Inc. until services are rendered. Once services are rendered, funds will be drawn from the deposit and transferred out of the trust account. The trust account does not earn interest.
4. Clients are each responsible for replenishing their share of the deposit that was used during the preceding month. At month's end, each client will receive an invoice showing the amount of funds that were used from their deposit, and replenishment of that amount will be due within two weeks. If the replenishment is not received within 30 days of notification, or if the balance in the deposit falls to \$275 or less, the Parenting Consultant may place the file on inactive status.
5. I also understand that the Parenting Time Expeditor, at her sole discretion, reserves the right to allocate fees disproportionately if she believes that one party is unreasonably or unnecessarily contacting the Parenting Time Expeditor to cause harm, financial or otherwise, to the other party.
6. I understand that the Parenting Time Expeditor may request that we use other experts to advise or consult on specialized issues (e.g. school choice, arbitration). Experts utilized in the Parenting Time Expediting process will be paid from the deposit unless other payment arrangements are made.
7. I understand that we will be billed in full any appointment that is cancelled with less than 24 hours notice and I will be billed for half the regular charge for any appointment that is cancelled with 24 to 48 hours notice. There is no charge for appointments cancelled with more than 48 hours notice. Charges for missed appointments or late cancellations will be paid by the person missing/canceling the appointment. A session is considered missed if the parties have not arrived 20 minutes after the start time of the session.

8. I will be responsible for replenishing my share of the deposit when it has been reduced to \$550. The new deposit shall be in the same amount as was originally made. If the new deposit is not received within 30 days of notification, the Parenting Time Expeditor will place the file on inactive status. If the parties and/or the Parenting Time Expeditor anticipate terminating the contract in the immediate future, a full deposit may not be required.
9. I understand that a written report and recommendations, if needed, will not be released until all fees have been paid in full, including the cost of preparing the written report or recommendations. I understand that I may request a written summary or report at any time and that I will be responsible for the cost of preparation.
10. I understand that any miscellaneous case-related expenses incurred by the Parenting Time Expeditor (e.g. records requests, file copying, postage, etc) will be billed against the retainer.
11. I agree that the Parenting Time Expeditor shall not be subpoenaed or called as a witness in any court proceeding related to these Parenting Time Expediting services. If either party attempts to subpoena the Parenting Time Expeditor, that party will be responsible for full payment of any attorney fees incurred by the Parenting Time Expeditor in her efforts to quash the subpoena.
12. The Parenting Time Expeditor cannot respond to crisis situations and is unlikely to be available at your immediate request. Therefore, much of your contact with the Parenting Time Expeditor will be scheduled.
13. The Parenting Time Expeditor will not provide you with therapeutic or evaluative services, nor will she offer you legal advice.
14. I understand that although the Parenting Time Expediting is not providing clinical services in her role as Parenting Time Expeditor, as a mental health professional, she is considered by state law to be a mandated reporter. She is therefore obligated to report to the proper authorities any evidence of physical or sexual abuse or neglect of minors, elders, or vulnerable adults; or any direct threat to harm oneself or another person.
15. I agree to provide the Parenting Time Expeditor with releases to talk with any professionals with whom I am working who may have helpful information or input regarding parenting time issues.
16. I agree to provide copies to the other parent of all written information (including e-mails, letters, or other written communication) that I send to the Parenting Time Expeditor. I understand that information I share with the Parenting Time Expeditor may be shared with the other parent.
17. I understand that recording of communications involving the Parenting Time Expeditor is prohibited without the prior written consent of all participants in that communication. This is understood to include all audio or video recording to any electronic or analog medium.
18. I agree that the term of appointment as Parenting Time Expeditor will be for two (2) years from the date of the Parenting Time Expeditor's signature below, which will be provided upon receipt of both parental signatures to this contract, the initial deposit, and a copy of the court order appointing the Parenting Time Expeditor. The term is renewable by agreement of both parties and the Parenting Time Expeditor. The Parenting Time Expeditor may end her appointment at her sole discretion if any party is not fully

complying with this agreement or behaves in a manner that obstructs the Parenting Time Expediting process, or by court order.

18. The Parenting Time Expeditor may utilize a case manager/assistant on our case to manage communication, gather information, draft documents or complete other tasks. The case manager/assistant will not have the authority to make decisions but may assist with negotiations. The work of the case manager/assistant will be billed at \$150/hour.
19. A final sum of \$550 will remain in my account with Moxie Inc. for one year following the end of the term of appointment. This amount will be used to cover costs related to the case after the term of appointment (e.g., requests for reports or other records, consultations, etc.). After that time, I may request a refund of any unused amount. Requests must be submitted in writing to Moxie Inc.

### ACCEPTANCE AND SIGNATURES

#### PARENT

I have received and read a copy of the Parenting Time Expeditor Contract, and I have discussed the provisions of this contract with my attorney. I agree to use Peggy Cottrell, M.A. of Moxie Incorporated, as the Parenting Time Expeditor under the above conditions. I agree to pay Moxie Incorporated \_\_\_\_\_% of the \$3,000 initial deposit.

Petitioner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### PARENT

I have received and read a copy of the Parenting Time Expeditor Contract, and I have discussed the provisions of this contract with my attorney. I agree to use Peggy Cottrell, M.A. of Moxie Incorporated, as the Parenting Time Expeditor under the above conditions. I agree to pay Moxie Incorporated \_\_\_\_\_% of the \$3,000 initial deposit.

Respondent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### PARENTING TIME EXPEDITOR

I have received signed copies of this contract from both parents, the initial deposit required, and a copy of the court order appointing me as the Parenting Time Expeditor. This contract is hereby effective as of:

Date: \_\_\_\_\_

Parenting Time Expeditor's Signature: \_\_\_\_\_