

## PARENTING CONSULTANT CONTRACT

Congratulations on deciding to work together in developing a process for parenting your children in a safe, respectful, and healthy environment.

### **PARENT'S RESPONSIBILITY**

Each parent will come to the sessions with an open mind and a willingness to act in their child's best interest.

There will be no threats or violence in our work together.

The cost for my services is \$200.00 per hour as a Parenting Consultant, to be paid at the time of each session. There will be no tape recording. The bill each Party receives will reflect the full hourly rate; however, the time reflected will be the portion for which each Party is responsible (generally, one-half of the actual time expended.) This fee will be charged for any and all time Mr. Garelick spends working on the matter, including meetings with the Parties, telephone calls pertaining to the matter, reviewing and responding to e-mails, reviewing letters and other records and written material, preparation of written reports and decisions, round trip travel time and any other time expended in association with duties of Parenting Consultant. Payments for each face-to-face meeting will be made at the end of each meeting. If Mr. Garelick decides to hold separate meetings with the parties, or if there is an order which requires that separate meetings be held, then the party attending the meeting will pay for the entire meeting at that time.

### **SCOPE OF AUTHORITY**

The PC shall have authority to perform the following, which are meant to be inclusive, but not limited to:

- 1) Authorize "trading" of time with the children where one party requests and the other party declines;
- 2) Award compensatory time to one parent because the other parent did not permit the children to be with the parent who had custodial or access rights under the existing court order, prior decision of a PC or Parenting Time Expeditor (PTE);
- 3) Interpret ambiguities or unclear provisions in the parties' stipulations and/or court orders;
- 4) Decide parenting issues that were not contemplated by the parties when they addressed parenting issues in previous stipulations or are not addressed by an existing court order or prior decision of the PC;
- 5) Decide allocation of fees and expenses related to parenting issues (such as fees for extracurricular activities, but excluding child support) that were not determined by a court order or prior decision of a PC;
- 6) Decide alterations in the access schedule, including transportation;

- 7) Decide revisions to previously decided parenting issues as needed to meet changing circumstances;
- 8) Decide the holiday and vacation access schedule between the parties and the minor children to the extent the holidays and specific vacation dates have not been determined by a court order, prior decision of a PC or PTE, or are no longer workable due to a change in circumstances;
- 9) Decide school attendance, child care, activity, vacation and summer camp issues, including dates and times for the same, to the extent the specific vacation dates have not been determined by a court order, prior decision of a PC or PTE, or are no longer workable due to a change in circumstances;
- 10) Decide the appropriate school placement for the child(ren);
- 11) Consult with outside sources, such as teachers, therapists, physicians, family members, etc. and review school records and speak to, or review records of, therapists with whom the individual and/or child(ren) have met;
- 12) Require independent evaluations and psychological testing of the parties and/or child(ren) if the PC determines it would be helpful to the resolution of problems;
- 13) Communicate and share information with any person without the necessity of obtaining a release from the parties;
- 14) Require that a parent or child(ren) participate in therapy, anger management, etc. and select the therapist, if therapy or professional assistance would be helpful to the resolution of the problems or assist the child(ren);
- 15) Decide issues with input from only one party, where the other party has failed to participate in the decision making process; and, person meetings, telephone, written correspondence or other means determined appropriate by the PC as the situation warrants. If a party fails to provide input into a decision of the PC after a reasonable period of time following a request for input, the PC may resolve this issue in controversy without input from that parent.
- 16) All decisions of the PC shall be made promptly in writing. Decisions of the PC are by their very nature often made in circumstances involving time constraints, and possibly emergencies; therefore, these decisions may, initially, be made orally, but must be communicated to both parties and subsequently documented in writing. These decisions are binding when made.

#### **EXCEPTIONS TO THE PARENTING CONSULTING RELATIONSHIP:**

If your Attorney or the Court provides an agreement or an order that expands this role to that of a decision maker when the two parties cannot agree, the following becomes part of this agreement: **Please remember that this is not therapy, and that in the decision-making part of this agreement, I am NOT acting in the role of a Psychologist or therapist.**

- The expanded role is to help parents interpret and carry out their agreement, whether that is the Divorce Decree and/or the Parenting Plan.
- This role came into being because some situations have a high degree of conflict, and the parents cannot make collaborative decisions in their children's best interest. The goal is to provide a helpful service and end unnecessary conflict.
- If a collaborative decision cannot be made, the Parenting Consultant's decision becomes binding, and the parties have agreed to follow that decision, even if they do not like the outcome. If the parties are unhappy with the decision of the Parenting Consultant, they may go back to court to resolve this conflict.
- In order to make appropriate decisions, the Parenting Consultant may communicate with the parents in group meetings, individual meetings, by phone, through E-mail, fax, and consulting the divorce decree or any other prior agreements. This includes consent for E-mail communication, and the understanding that the privacy of E-mail communication cannot be guaranteed. The Parenting Consultant can be asked by the court to explain his decisions.
- Legal Proceedings: The Parenting Consultant shall not be precluded from participation as a witness or collateral contact in a custody or visitation study or inquiry involving either party. Further, both parties may, upon making payment as provided by the law and rules of court pertaining to experts, using the Parenting Consultant as a collateral resource and/or call the Parenting Consultant as a witness to testify in any proceeding involving the children or the subject matter of the Parenting Consultant's work with the parties.
- As parents, if collaboration is not possible, you will need to be willing to accept the decisions of the Parenting Consultant, and carry out those decisions.
- You will also be asked to deal with any frustrations and not try to influence the Parenting Consultant by badgering, calling excessively, or threatening.

### **Fees and Billing Practices:**

- 1) Each Party shall make an initial deposit of \$1,000.00 with this signed agreement as a retainer. No appointments will be set or services provided until this agreement is signed and the retainer received, unless the Parties have agreed to or the court has ordered a different arrangement. This sum shall be deposited in the LifeCycle Mediation non-interest bearing trust account and applied to any time or expenditures associated with Mr. Garelick's involvement as a Parenting Time Expeditor or Parenting Consultant.
- 2) The Parties shall make an additional deposit when the previous deposit has fallen below a \$200.00 balance, or will fall below a \$200.00 balance by the non-session work needed before the next face-to-face meeting. This deposit shall be an amount equal to the previous deposit, or a lesser amount if Mr. Garelick reasonably expects that the remaining non-session fees will be less than the amount of the previous deposit. The monthly statement each Party receives will reflect the Party's trust account balance. If the Party's trust account balance is not replenished as required above and any outstanding fees are not paid in full, services may, at Mr. Garelick's discretion, be suspended on the file.

- 3) Mr. Garelick may assess more than the proportion of the fees and costs outlined above to either party if he determines that a party has abused the process or if he determines that his involvement was unnecessary.
- 4) The Parties shall pay any fees and costs not covered by the above deposits within thirty (30) days after billing for same.
- 5) If any of the deposit remains in the LifeCycle Mediation LLC trust account when Mr. Garelick is assured that the service is no longer needed, he shall refund the remaining funds to the Parties. In order to be sure that the refund is correctly computed, it will not be paid until completion of the monthly billing statement for the month in which Parenting Time Expeditor services were terminated.

**Nonpayment:**

- 1) Absent other agreements, Mr. Garelick reserves the right to suspend all services, including provision of any written documentation, until payment of any unpaid balance.
- 2) In the event one party does not pay his or her share of the retainer, the other party may pay the full retainer requested and bring a motion seeking reimbursement for the non-complying party's share of the retainer.

**THERE ARE SOME SITUATIONS WHERE THE PARENTING CONSULTANT RELATIONSHIP NEEDS TO BE TERMINATED, SUCH AS:**

- If both parents jointly request that the relationship be terminated;
- If the Parenting Consultant has been threatened, excessively called or badgered by the parents;
- If one or both parents are violent with one another or the children;
- If the Consultant believes that the needs of the family, particularly the children, would be better served through the court system;
- Nonpayment: Absent other agreements, Mr. Garelick reserves the right to suspend all services, including provision of any written documentation, until payment of any unpaid balance.

**DURATION OF APPOINTMENT:** Mr. Garelick's appointment does not begin until the signed agreement and required deposit is returned by all Parties and Mr. Garelick signs the agreement. Mr. Garelick's appointment will end two (2) years from the date Mr. Garelick signs the agreement. Mr. Garelick may also end his appointment at his sole discretion, or may be removed by order of the court.

**Parenting Consultant relationship with decision making responsibility:**

**CRUCIAL RULES THAT NEED TO BE FOLLOWED**

Please know that these rules are for a very important reason. They may sound restrictive, but it is the only way that agreements are accomplished in a Parenting Consulting relationship. Many of the rules may not apply in any manner to your individual situation, and if that is the case, I congratulate you.

Although it is very difficult, it is absolutely essential that disagreements about the marriage or relationship be left at the door. If not, it will make it absolutely impossible to reach any agreements, and thus help your children. If you believe that such issues are preventing us from making progress, I will make a referral to a professional who will be able to help you through this impasse.

Language must be restricted to the type of words, attitudes, and responses that you would want your child to be communicating to others. This type of crucial work about the best interests of your children must include respectful language, appropriate non-verbal communication, and the type of courtesy that would want from another person. Thus, abusive language, negative non-verbal gestures, yelling, name-calling, threats, and grossly immature behavior will not be tolerated. This type of behavior will be considered as a hostile gesture toward working in the best interests of your children.

As the consultant working in your children's behalf, I expect to be addressed with respectful language and behaviors during all of our sessions as well as those on the telephone. My goal is to become a helpful part of your parenting plan and not part of the anger of your marriage or relationship.

Phone calls are of an emergency or very brief informational manner. If I cannot talk to both of you together, it reduces my ability to help you as parents find appropriate solutions. I will let you know if a phone call has gone over 10 minutes and that you will be charged the session rate.

I will not be able to talk about or make decisions that are in the legal realm because I am not an attorney and cannot act in that capacity. If you need to resolve issues about the divorce decree, property, taxes, money, etc. an attorney will need to be contacted.

I expect parents to be patient with this process, which is understandably frustrating at times. Please remember that you are the adults, and the children depend upon both of you to act like grown-ups and not like the children.

If both parents cannot agree to this type of respectful behavior, I will not be able to work in the best interests of the children, and thus, we will end the consultation relationship.

My signature below indicates that I have received, read and understand the information in this Agreement, and that I agree to retain Michael Garelick as Parenting Consultant under the conditions described in this Agreement.

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Parent or Guardian

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Date

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Parent or Guardian

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Date

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Michael Garelick  
Parenting Consultant  
LifeCycle Mediation, LCC  
952-925-0000

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Date

I agree to the terms described and am willing to carry them out to the best of my ability -  
Parental Consultant without decision making authority:

PARENTS:

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Signature

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Date

Parental Consultant relationship with decision making responsibility:

PARENTS:

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Signature

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Date