

LifeCycle Mediation®
Michael Garelick
13614 Inverness Road
Minneapolis, MN 55305

E-mail: lifecyclemediation@gmail.com
Web Page: lifecyclemediation.com
Direct Line: 952-925-0000

Parenting Time Expeditor, Parenting Consultant
Guardian and Litem, Real Estate Arbitration,
Supreme Court Neutral 114, Divorce Mediation

PARENTING TIME EXPEDITOR AGREEMENT

*** **and** *** (“the Parties”) agree to purchase Parenting Time Expeditor services from Michael Garelick and to follow the following provisions:

1. Role of the Parenting Time Expeditor. Mr. Garelick will serve as a Parenting Time Expeditor to the Parties. The Parties understand that Mr. Garelick will assist them with parenting time issues involving their child. His involvement is limited to issues arising around parenting time and is governed by Minn. Stat. § 518.1751. Mr. Garelick’s duties include resolving parenting time disputes by facilitating agreement, enforcing, interpreting, clarifying and addressing circumstances not specifically addressed by an existing parenting time order. He may make a determination as to whether the existing parenting time order has been violated.

Mr. Garelick will not provide therapeutic or evaluative services to you, nor will he offer you legal advice.
2. 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 signed agreement. Mr. Garelick may also end his appointment at his sole discretion, or may be removed by order of the court.
3. Decision Making. The Parties understand that Mr. Garelick will first work with them to help them reach an agreement. However, if they are unable to agree about a parenting time issue, Mr. Garelick will make a decision that will be binding on the Parties. Mr. Garelick will put all decisions in writing, with copies going to each Party and his or her attorneys. The Parties agree to follow the decision unless or until it is vacated or modified by the Court.
4. Conduct in the Parenting Time Expeditor Process. The Parenting Time Expeditor process will be conducted in the manner that Mr. Garelick believes will best and most quickly permit full understanding, discussion, and resolution of the issues. Mr. Garelick may meet with the Parties together or separately, in person, by telephone or through electronic means, such as e-mail. He may also request meetings with the child or children and/or with significant others or other family members on issues related to the child or children.

5. Confidentiality. Statements made and documents produced as part of the parenting time expeditor process which are not otherwise discoverable are not subject to discovery or other disclosure and are not admissible into evidence for any purpose at trial or in any other proceeding, including impeachment. Pursuant to Minn. Stat. § 518.1751 subd. 4a(b), Mr. Garelick must not be subpoenaed or called as a witness in court proceedings. Mr. Garelick notes, records and recollections are confidential and will not be disclosed to the Parties, the public or anyone unless the Parties and the Expeditor agree in writing to the disclosure or the disclosure is required by law or other applicable professional codes.
6. Authorizations for Release of Information. The Parties agree that they will sign whatever authorizations for release of information Mr. Garelick decides are necessary for him to fulfill his duties.
7. Cancellation Policy. If you are unable to keep an appointment, you must notify our office two (2) business days in advance. If advance notice is not received, that party will be responsible for paying for the missed appointment.
8. Parenting Time Expeditor Fees and Billing Practices. The Parties shall pay for all time spent by Mr. Garelick at the rate of \$125 per hour. *This hourly rate is subject to change upon thirty (30) days notice.* Time is billed at a minimum of .20 hour increments (12 minutes). 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 charge 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 the duties of Parenting Time Expeditor. 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. Payment for non-session time and for costs incurred shall be made as follows:
 - (a) The Parties shall make an initial deposit of \$500.00 with this signed agreement as a retainer. No appointments will be set or services provided until this agreement is signed and the retainer received. Each party shall pay \$250.00 of the retainer, 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 involvement as a Parenting Time Expeditor.
 - (b) 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.

- (c) 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.
- (d) The Parties shall pay any fees and costs not covered by the above deposits within thirty (30) days after billing for same.
- (e) 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.

9. Non-Payment.

- (a) Absent other agreements, Mr. Garelick reserves the right to suspend all services, including provision of any written documentation, until payment of any unpaid balance.
- (b) 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.

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 Time Expeditor under the conditions described in this Agreement.

_____ Date

_____ Date

Dated: _____

 Michael Garelick
 Parenting Time Expeditor
 952-925-0000