

Families In Transition, Inc.
PARENTING COORDINATION
ENGAGEMENT AND RETAINER AGREEMENT

Date:

Dear _____:

I am writing to you to introduce myself and my services, and to establish the foundation of our professional working relationship. As you both know, I have been appointed by the court to serve as your post-divorce Parenting Coordinator. According to the Dispute Resolution section of your Joint Parenting Agreement (“JPA”), disputes regarding decision making that impact the children are to be addressed in joint meetings with your Parenting Coordinator, prior to submitting any dispute to the Court.

Below, I am outlining the role of a Parenting Coordinator (“PC”), the fees involved, and general expectations for our working relationship:

Parenting Coordination vs. Mediation or Psychotherapy

I am a clinical psychologist and trained mediator. However, the parenting coordination role is NOT psychotherapy or mediation. As such, you should be aware that there is no therapist-client privilege, and third party reimbursement will not be accepted. You must also be aware that the process and our discussions are NOT CONFIDENTIAL. I may need to send emails or memos to your attorneys, the Children’s Representative, or the Court, if you reach an impasse in our work. I may also need to contact the attorneys or Children’s Representative by phone to discuss aspects of your case and/or the nature of the dispute. I will ask you to sign consent forms allowing me to speak with the above mentioned parties, and will need you to sign all forms before we can proceed with our meetings.

Fees for Service and Retainer Agreement

My rate for services is \$200 per hour for time spent on the phone, reviewing documents or emails, drafting emails, letters or memos, speaking to attorneys or other involved professionals or institutions (e.g. schools), speaking with each of the parents, and face-to-face meetings. I require a \$2,000 retainer to be paid in full prior to beginning our work. The retainer is to be split equally between the parties, unless otherwise agreed to. I accept only cash or checks made payable to “Families In Transition.” When the retainer amount reaches \$200, I will inform both of you, and request an additional retainer of \$1000, which must be paid in full prior to scheduling any additional meetings. I require 24 hours notice for cancellations. If you cancel an appointment with less than 24 hours notice, you will be billed for one hour (\$200) of my time.

You also understand that I will not willingly testify in court on either of your behalf, nor will I render an opinion regarding custody. If I am subpoenaed for deposition or to testify, you will be fully responsible for all charges associated with the time involved to prepare

and testify. My fee for deposition or court testimony is \$300 per hour, including preparation and travel time. All such anticipated fees must be paid up front. If I am called to testify in court, it is very likely that I will need to step down as your Parenting Coordinator, and a new PC will be appointed.

Expectations Regarding Parental Behavior

During the time you are working with me as your PC, you agree to follow the parameters of your JPA, and any other orders that may be in place. You further agree to honor any additional agreements that are reached in our joint meetings. If you need to reach me during normal business hours you should call my office (847.972.1070), and leave a voice mail message with the phone number where you can be reached. If you have an emergency and need to reach me quickly, you should send me an email, which I monitor regularly: drbeth@familiesintransition.info. You both further agree to not contact your attorney to initiate adversarial action against your co-parent without first addressing the issue with me in a joint session. Last, you both agree to attend sessions either individually or jointly as I recommend, and will engage in those sessions in good faith, and always with your children's best interests in mind.

By signing below you acknowledge that you have read the above agreement, have had the opportunity to ask questions and seek clarification if needed, and fully understand all the terms outlined above.

Parent Signature

Date

Parent Signature

Date

The Marriage of
Case No.