

AGREEMENT WITH PARENTING TIME EXPEDITOR
X County District Court file Y

*** and *** the Parties agree to purchase Parenting Time Expeditor services from Joe Stenzel of Northwest Mediation & Custody Evaluation Services pursuant to Minnesota Statute §518.1751 and to follow the provisions described here.

1. Roles of the Parenting Time Expeditor & Parties. Mr. Stenzel will serve as Parenting Time Expeditor to the Parties.
 - a. The parties understand that a Parenting Time Expeditor is a neutral person authorized to use a mediation-arbitration process to resolve parenting time disputes. Mr. Stenzel shall attempt to resolve a parenting time dispute by facilitating negotiations through face-to-face meetings, conference telephone call, individual telephone calls with both parties, or if both parties agree, on the basis of written submissions to promote settlement. If it becomes apparent that the dispute cannot be resolved by an agreement of the Parties, the Parenting Time Expeditor shall make a decision resolving the dispute within five days of the Parenting Time Expeditor's notice that Parties have reached an impasse.
 - b. The Parties understand that the purpose of a Parenting Time Expeditor is to resolve parenting time disputes by enforcing, interpreting, clarifying, and addressing circumstances not specifically addressed by an existing parenting time order and, if appropriate, to make a determination as to whether the existing parenting time order has been violated. In this agreement, the Parties understand that a "parenting time dispute" means a disagreement among parties about parenting time with a child, including a dispute about an anticipated denial of future scheduled parenting time. This includes claims by one parent that the other parent is not spending time with a child as well as claims by one parent that the other parent is denying or interfering with parenting time.
 - c. The Parties shall notify the Parenting Time Expeditor of all changes in address, phone numbers, and email addresses within twenty-four (24) hours of any changes in same.

2. Decision Making. The Parties understand that Mr. Stenzel will first work with them to help them reach an agreement. However, if they are unable to agree about a particular issue, Mr. Stenzel will make a decision that will be binding on the Parties. Mr. Stenzel will put all decisions in writing, with copies going to each Party and his or her attorney. If either or both Parties disagree with a decision, it is their responsibility to schedule a hearing with the Court within fourteen (14) days of receipt of Mr. Stenzel's written decision. The Parties agree to follow the decision unless or until it is modified by the Court. When necessary, Mr. Stenzel's decision-making responsibilities shall be determined by all court orders in this matter, Minnesota Statute §518.1751, Minnesota General Rule 114 of Practice for the District Courts, and the following specific responsibilities:

- To resolve all current and future parenting time disputes of the parties by enforcing, interpreting, clarifying, and addressing circumstances not specifically addressed by an existing parenting time order;
 - To establish a temporary visitation schedule;
 - Interpret ambiguities in the Court Order;
 - Decide the actual address or location for the visitation exchanges;
 - Decide additions, deletions and/or alterations to the access schedule between the parties and the minor children, based on the best interests standard as the children grow, as their needs change, as they begin school, and as the parents' schedules may change;
 - Decide parenting time issues that were not contemplated by the parties when they entered into their Parenting Time Agreement and Stipulated Order;
 - Decide vacations and summer camp issues, including dates and times for same;
 - Authorize "swaps" of time with the children where one party requests and the other party declines;
 - To determine the need for and appropriateness of family counseling between all or some family members;
 - To make a determination whether the existing parenting time order has been violated, and if so, whether one of the parties is entitled to compensatory parenting time;
 - Make recommendations and draft agreements made by the parties with copies going to attorneys of both parties;
 - To establish a final visitation schedule which shall be set forth in the Judgment and Decree, when the same shall be entered.
3. Confidentiality. The Parties understand that statements made and documents produced as part of the parenting time expeditor process 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. All notes, records, and recollections of the Parenting Time Expeditor are confidential and must not be disclosed to the Parties, the public, or anyone other than the Parenting Time Expeditor unless all parties and the Expeditor agree in writing to the disclosure or when disclosure is required by law or other applicable professional codes.

4. Payment for the Parenting Time Expeditor's Time.

- a. There will be a one-time administrative fee of \$200.00 to cover all activities required for the Parenting Time Expeditor to become familiar with this case; this administrative fee is divided between the Parties equally unless ordered otherwise by the Court. This administrative charge is payable at the time of the initial orientation meeting.
- b. Travel fees are charged at a rate of \$25 per hour plus a mileage rate of 0.58. The Parties shall pay for all other time spent by Mr. Stenzel, at the hourly rate of \$_____.
- c. Time is billed at a minimum of 0.1-hour increments (6 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. Each party will be responsible for the payment of 50% of the actual time expended unless otherwise ordered by the Court.
- d. Fees will be charged for any and all time Mr. Stenzel spends working on this matter, including meetings with the Parties, meetings requested by a child's teacher, telephone calls pertaining to the matter, reviewing and responding to emails, reviewing letters, other records, and written material, preparation of written reports and decisions, attending hearings, round trip travel time, and any other time expended in association with the duties of Parenting Time Expeditor.
- e. The parties shall be charged for filing fees as expense items.
- f. Payments may be made by check, money order, or credit card. A 3.8% processing fee will be added to all payments made by credit card.
- g. Absent other agreement, Mr. Stenzel reserves the right to suspend all services, including provision of any written documentation, until payment of any unpaid balance.
- h. In the event one Party does not pay his or her share of the retainer, fees, and/or costs, the other Party may pay the full amount requested and bring a motion seeking reimbursement for the non-complying Party's share of the retainer, fees, and/or costs.
- i. Mr. Stenzel 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.
- j. If a Party's account is not paid on time and the fee arrangements not honored, we reserve the right to charge simple interest at the rate of 8% on the balance due for each party's account on December 31 each year.

k. <u>Income/Revenueⁱ</u>	<u>Hourly Rateⁱⁱ</u>
>\$200,000/year	\$300/hour
\$100,000 to \$200,000/year	\$200/hour
\$75,000 to \$100,000/year	\$150/hour
\$50,000 to \$75,000/year	\$100/hour
\$30,000 to \$50,000/year	\$75/hour
\$30,000/year	TBA

i. Income for individuals is established by most recent tax forms, revenue, line 1.

ii. Payments for administrative fees are due at the signing of the Agreement to Mediate and payments for hourly charges are due after receipt of monthly invoices.

My signature below indicates that I have received, read, and understand the information in this agreement, and that I agree to retain Mr. Stenzel as Parenting Time Expeditor under the conditions described in this agreement.

Petitioner Date

Respondent Date

Dated: _____

Parenting Time Expeditor