

# PARENTING COORDINATOR RETAINER AGREEMENT

**Sharon Ryan Montgomery, Psy.D.**

Licensed Psychologist - NJ License #1931

20 Community Place, 4<sup>th</sup> Floor

Morristown, NJ 07960

Phone (973) 285-0579 – Fax (973) 539-3687

I, \_\_\_\_\_, agree to retain

(print name)

**Tamsen Thorpe, Ph.D.**

Licensed Psychologist - NJ License #3826

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Email: drthorpe@directions-cls.com

as a Parenting Coordinator in connection with the following matter:

\_\_\_\_\_ Docket No. \_\_\_\_\_

## **Role of the Parenting Coordinator:**

A Parenting Coordinator is a qualified neutral person appointed by the court, or agreed to by the parties, to facilitate the resolution of day to day parenting issues that frequently arise within the context of family life when parents are separated. The court may appoint a Parenting Coordinator at any time during a case involving minor children after a parenting plan has been established when the parties cannot resolve these issues on their own.

The Parenting Coordinator's goal is to assist parties in implementing the existing parenting plan, reducing misunderstandings, clarifying priorities, exploring possibilities for compromise and developing methods of communication that promote collaboration in parenting. The Parenting Coordinator's role is to facilitate decision making between the parties or make such recommendations, as may be appropriate, when the parties are unable to do so. One primary goal of the Parenting Coordinator is to empower parents to develop and utilize effective parenting skills so that they can resume the parenting and decision-making role without the need for outside intervention. The Parenting Coordinator will provide guidance and direction to the parties with the primary focus on the best interests of the child by reducing conflict and fostering sound decisions that aid positive child development. One of the objectives of the process is to anticipate future problem areas, and to develop plans to avert them. **It is not crisis intervention.**

**Dr. Thorpe will not serve as Parenting Coordinator in any case where there is a temporary or final restraining order in effect.** As a Parenting Coordinator Dr. Thorpe does not offer legal advice, nor does she provide legal counsel. Each parent is advised to retain his/her own attorney in order to be properly counseled about his/her legal interests. The parties shall have the right to have counsel review any recommendation made by the Parenting Coordinator or any agreement made by the parties. Dr. Thorpe will only serve in the capacity of Parenting Coordinator by Court Order or by mutual consent of the parties, and will adhere to said Court Order and Consent Agreements.

As a Parenting Coordinator Dr. Thorpe shall serve only in that role and shall not at any time serve in a dual role either as an attorney, therapist, guardian ad litem, mediator, or custody parenting time evaluator. She will educate, mediate, monitor, recommend and ensure that Court Orders are enforced. The Parenting Coordinator may not make any modification to any order, custody arrangement, judgment or decree, unless all parties agree and enter into a consent order. However, the Parenting Coordinator may recommend minor temporary departures from a parenting plan when a situation arises that may warrant such an adjustment.

The recommendations made by the Parenting Coordinator and agreements consented to by the parties, will become effective immediately. When either party does not accept or objects to a recommendation by the Parenting Coordinator, that party may apply to the court, in accordance with the Rules of Court, for a determination of the issue. The appointment of a Parenting Coordinator does not in any way diminish the court's exclusive jurisdiction to determine fundamental issues of custody, parenting time, or support, and its authority to exercise management and control of the case.

The Order of Appointment may specify those matters that the Parenting Coordinator is authorized to address. The Order of Appointment may also specify which recommendations will be immediately effective and which will require court review through the filing of a motion prior to taking effect. Recommendations may include some of the following:

- A. Time, place and manner of pick-up and drop-off of children;
- B. Child care arrangements.
- C. Minor alterations in parenting schedule with respect to weeknight, weekend or holiday parenting time that do not substantially alter the court-approved parenting plan;
- D. First and last dates for summer vacation;
- E. Schedule and conditions of telephone communication with the children;
- F. Selection and scheduling of activities;
- G. Any other issues submitted for immediate determination by agreement of the parties;
- H. Referrals to other professionals to improve family functioning.

The Parenting Coordinator may have contact or seek consultation with any professional or other individual he/she deems necessary to perform the duties as Parenting Coordinator (e.g. the children, therapists, physicians, childcare providers, teachers, family members, etc.). The parties and their attorneys shall have the right to initiate or receive ex-parte communication from the Parenting Coordinator. Any party may initiate contact in writing to the Parenting Coordinator provided that copies are provided to the other party. The

Parenting Coordinator may communicate ex-parte with the judge at the discretion of the judge and with notification to the parties and their attorneys. The parties will be asked to sign releases to facilitate these collateral contacts.

The Parenting Coordinator may utilize consultants as necessary to assist the Parenting Coordinator in the performance of the duties contained herein. Assistance provided by the Parenting Coordinator is not intended to be a crisis service except when a crisis directly impacts the child. If the situation requires that the P.C. make a recommendation or there is a clear emergency, this will be done only with both parties present or via an emergency conference call with **both** parents. Parenting disputes will not be resolved via email.

If Dr. Thorpe believes that a referral to an outside expert is warranted, (i.e., someone who has expertise in an area that is beyond Dr. Thorpe's areas of competency), the parties shall cooperate with the referral.

Significant financial matters shall **not** be addressed by the Parenting Coordinator.

### **Meeting with the Parenting Coordinator:**

The Parenting Coordinator may meet with the parties, the child(ren) and significant others, jointly or separately. The Parenting Coordinator meets primarily with the parents jointly, although there occasionally may be the need for an individual meeting. The Parenting Coordinator shall determine if the appointment shall be joint or separate. Both parents shall contact the Parenting Coordinator to schedule appointments or the Parenting Coordinator may also request that appointments be scheduled. One parent may request a meeting, and this will be scheduled. Conference calls with both parents can also be arranged on an as needed basis. No recommendations will be made without the input of both parents, nor will e-mail be utilized to resolve conflicts.

Each parent should direct any disagreements or concerns regarding the child(ren) to the Parenting Coordinator. The Parenting Coordinator shall work with both parents to resolve the conflict and if necessary, shall recommend an appropriate solution to the parties and their counsel. In the event a situation or event occurs that you would like to make the Parenting Coordinator aware of, it should be written and faxed/mailed to the Parenting Coordinator's attention, and cc'd to the other parent.

It is understood that in the Parenting Coordination sessions with Dr. Thorpe the traditional rules of confidentiality that exists between a patient and a psychologist **do not** apply. It is also understood that the traditional rules of confidentiality that exist in Mediation **do not** apply.

Dr. Thorpe shall prepare written notes documenting only parental agreements and/or Parenting Coordinator recommendations and rationales where indicated. These notes shall be provided to the parties and may be sent to their attorneys. Process notes are not maintained. It is not standard practice to tape (video/audio) sessions and/or have third party observers present during interview sessions. Dr. Thorpe reserves the right to not allow taping to occur. Taping without Dr. Thorpe's knowledge and permission is not allowed. Should this occur, Dr. Thorpe will have the option of terminating the parenting coordination process and collecting all fees associated with work that has been

completed.

**Written and Oral Reports and Appearance in Court:**

At the completion of the sessions, the Parenting Coordinator may submit written reports to the parties and their attorneys describing any conflicts and the Parenting Coordinator's recommended resolutions. The Parenting Coordinator may also report to the Court upon written request from the judge to do so regarding parental compliance, parental attitudes and progress being made in the P.C. process.

If either parent wants the Parenting Coordinator to testify on any matter, he or she must file a motion and show good cause in the motion. The Parenting Coordinator should be provided with a copy of the motion. The Parenting Coordinator will not testify unless by court order.

**Communication:**

Copies of all correspondence to the Parenting Coordinator must be mailed, faxed, e-mailed or hand-delivered to the other parent with a "cc:" noted on the correspondence unless otherwise directed by the Parenting Coordinator.

**Grievance Procedure:**

A party having a complaint or grievance shall discuss this matter with the Parenting Coordinator in person in an attempt to resolve it before pursuing it in any other manner. If the issue remains unresolved, the parties shall submit a written letter to the Parenting Coordinator detailing the complaint or grievance, with a copy to the other party, to both attorneys (if any), and to the attorney for the child (ren) if one is in place. The Parenting Coordinator shall within thirty (30) days provide a written response to both parties and the attorneys. The Parenting Coordinator at his/her discretion may schedule a meeting or conference call with the attorneys or with the attorneys and the parties in an effort to resolve the complaint. In situations where the grievance or complaint is not resolved by this process, the dissatisfied party may request a court hearing to make a determination on the issue(s).

**Terms of Appointment:**

The court or the Parenting Coordinator may terminate the appointment if the services of the Parenting Coordinator do not meet the needs of the family, if the children have reached the age of majority, or if the parties stipulate to such termination. Either party may petition the court by motion for termination of the Parenting Coordinator's appointment whenever the Parenting Coordinator has exceeded his/her mandate or has acted in a manner inconsistent with the approved procedures, or has violated professional conduct, provided the approved grievance procedure has been utilized.

**Fees:**

The parties agree to pay Dr. Thorpe the sum of **\$3500.00** as an initial retainer. Unless otherwise ordered by the Court, each party will be responsible for one half of the retainer and all accrued fees. This retainer will be used to pay for fees for services that

will be charged as follows:

1. For time spent in meeting with the parties, either together or individually, or on the telephone with the parties, their attorneys or collateral contacts in connection with the above matter, the charge will be \$300.00 per hour. Longer sessions will be billed accordingly.
2. For time spent in session with either party and the minor child(ren) the charge will be \$300.00 per hour.
3. For time spent in session with the minor child(ren), without the adults being present, the charge will be \$300.00 per hour.
4. For time spent reading documentation, e-mails, correspondence, preparing notes, recommendations or reports for the parties, the attorneys, and/or the Court the charge will be \$300.00 per hour.
5. In the unlikely event that Dr. Thorpe will be deposed or called into court, a fee schedule will be provided upon request.

If the charges exceed the retainer, I agree to pay Dr. Thorpe additional retainer payments in amounts of \$2,000.00 to cover additional fees. I understand that a delay in this payment will result in Dr. Thorpe discontinuing in her role of Parenting Coordinator. If the total of all the charges is less than the retainer, the remainder will be returned with a full accounting. In court appointed cases Dr. Thorpe may fax a letter to the court in the county of venue detailing the lack of payment.

Each party will pay for the individual time that is spent in person, on the phone, or in electronic communication with the Parenting Coordinator. Because the scheduled appointment time is held exclusively for one person or task, each party understands that in the event that a scheduled appointment is cancelled, unless the Parenting Coordinator is notified 24 hours prior to the scheduled appointment, they will be billed for that appointment. In the event that one parent does not appear for a scheduled appointment and has not given twenty-four hours' notice and the other parent does appear or is prepared to appear, the parent who does not appear **shall be responsible for both parent's fees**. Non-payment of fees shall be grounds for the resignation of the Parenting Coordinator.

The parties understand that Parenting Coordination is a forensic service, and is not considered to be a clinical service such as therapy. Parenting Coordination is not covered by health insurance, and Dr. Thorpe will not distribute or file any receipts that may be used for health insurance reimbursement.

In the event that the Parenting Coordination is terminated after the contract has been executed and the retainer has been paid and the clients have or have not had any appointments, I understand and accept that a minimum administrative fee of \$300.00 will be charged against the retainer for case set up/case preparation, contract preparation, phone calls, letters written and the like. I further understand and accept that if the Parenting Coordination is terminated while in progress, I am also financially responsible for all fees accumulated to the date of termination. The accumulated fees will be charged

against the retainer and any unused portion of the retainer will be refunded to the payer.

The parties are responsible to have their attorney send to Dr. Thorpe any documents that are deemed relevant by the attorney. These should include, but not be limited to, any judicial orders that have been signed in connection with the case and that are relevant to the issues in dispute, any final judgment of divorce that may have been entered in the case, custody/visitation evaluations that have been completed by an expert, and any written post-judgment agreements that may be in effect.

My signature on this page indicates that I have fully read, understand and accept the above terms.

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(Signature)

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(Date)

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Print Name