



Family Dispute Resolution Services, LLC

PARENTING TIME EXPEDITOR AGREEMENT

We agree to engage Pamela L. Green, J.D., as our Parenting Time Expeditor according to the following arrangements:

1. The Court Order dated _____ appoints Pamela L. Green, 5801 Duluth Street, Suite 360, Golden Valley, MN 55422, telephone (763) 542-9888, as our Parenting Time Expeditor.
2. We agree that Ms. Green will serve as the Parenting Time Expeditor for a period of two years *from the date of the Court Order / another process set forth in the order / from the last date this agreement is signed*. We understand that either party may file a motion seeking to have the Expeditor removed for good cause shown.
3. As set forth in the Court Order, _____'s income is \$_____ per year and _____'s income is \$_____ per year. Pursuant to the attached Sliding Fee Schedule, the hourly rate share attributable to _____'s income is \$_____ and the hourly rate share attributable to _____'s income is \$_____, which equates to an hourly rate of \$___ (\$___ + \$___) for all Parenting Time Expeditor services..
4. We understand that we will be equally responsible for the payment of the Parenting Time Expeditor's fees and deposits [*unless apportioned differently in our Order*]. The hourly rates are subject to adjustment at the beginning of each calendar year at the discretion of Ms. Green.
5. The hourly rate will be billed for all work on our case, including but not limited to the following, and will be billed in increments of .1 hour (6 minutes), with a minimum charge of .2 hour (12 minutes):
 - a. All in person meetings, whether with one or both parties;
 - b. All phone calls related to this case;
 - c. Reviewing, and responding to, all emails related to this case;
 - d. Reading and reviewing files, correspondences, orders, and other documents;
 - e. Drafting memos, correspondence, decisions and other reports;
 - f. Consultations with other professionals, including teacher, therapists and attorneys;
 - g. Travel time;

5801 Duluth Street, Suite 360, Golden Valley, MN 55422
Telephone: (763) 542-9888 ♦ Facsimile: (763) 542-8716
Email: pam@parentingADR.com
Website: www.parentingADR.com

- h. Late appointment cancellations as set forth below.
6. We agree that fees for each joint, in-person session will be paid at the conclusion of the session. Fees for individual sessions and for work performed by the PTE outside of sessions will be paid from the funds on deposit. Each of us agrees to pay bills for services within 30 days of receipt of the billing statement.
 7. An initial deposit of \$_____ per party (\$_____ total - the equivalent of ten (10) hours of time at the existing hourly rate) is required to begin the process. *Services will not begin until both parties' deposits are paid in full.* All payments shall be made to Family Dispute Resolution Services, LLC.
 8. We understand that funds on deposit will be held in a separate, non-interest-bearing savings account. Funds in this account are not earned by Family Dispute Resolution Services, LLC until services are rendered. Once services are rendered, funds will be drawn from the deposit and transferred out of the savings account. The savings account does not earn interest.
 9. Each of us is each responsible for replenishing our share of the deposit within two weeks of notification that the balance is at or below the equivalent of two hours of time at the existing hourly rate. If the replenishment from one or both parties is not received within 30 days of notification, we understand that Ms. Green may suspend Parenting Time Expeditor services until the fees are paid. If we and/or the Parenting Time Expeditor anticipate terminating the contract in the immediate future, a full deposit may not be required, at the discretion of the Parenting Time Expeditor.
 10. We understand and agree that the Parenting Time Expeditor, at her sole discretion, reserves the right to allocate fees disproportionately between us if she believes that one party is acting unreasonably, is abusing the PTE process, or is unreasonably or unnecessarily contacting the Parenting Time Expeditor in order to cause harm, financial or otherwise, to the other party.
 11. We understand that Parenting Time Expeditor services may be suspended for failure to comply with the payment requirements set forth in this Agreement. In that event notification will be provided to both parties that the matter has been placed on "inactive status" until appropriate payment has been made.
 12. In the event one party does not pay his or her share of the fees, costs or deposit, we understand that the other party may pay the full amount requested and may bring a motion seeking reimbursement from the non-complying for his or her share.
 13. We understand that the Parenting Time Expeditor may request that we use other experts to advise or consult on specialized issues. Experts utilized in the Parenting Time Expeditor process will be paid from the deposit unless other payment arrangements are requested.
 14. We agree that the Parenting Time Expeditor may meet with us in person or by telephone, either together or separately, as the Parenting Time Expeditor determines. Email communication sent by one party to the PTE will be copied to the other party at the time the email is sent.

15. We understand that we will be billed in full for any appointment that is cancelled with less than 24 hours' notice and that we will be billed for half the regular charge for any appointment that is cancelled with 24 to 48 hours' notice. There is no charge for appointments cancelled with more than 48 hours' notice. The full fees owed for missed appointments or late cancellations will be paid by the person missing/cancelling the appointment. If both of us cancel or fail to appear for a session then the late fee will be divided equally between us. A session is considered missed if the party/parties have not arrived 20 minutes after the scheduled start time. Exceptions to the cancellation policy may be made due to illness, inclement weather, etc. at the sole discretion of the Parenting Time Expeditor.
16. We understand that the role of the Parenting Time Expeditor is to assist us in making parenting time decisions that are in the best interests of our children. We understand that if we are unable to reach an agreement on our own or with the assistance of the Parenting Time Expeditor, the Parenting Time Expeditor has the authority to make a decision on the disputed issue that is binding upon us unless and until the Court orders otherwise or we agree on our own, in writing, to change the decision.
17. Unless we agree otherwise, the Parenting Time Expeditor will put our agreements and/or her decisions in writing, with copies to each of us. Decisions that are time sensitive may be communicated orally or via email, but will be followed up by a written communication; oral or email decisions are binding when communicated. If we disagree with a decision of the Parenting Time Expeditor, it is our responsibility to schedule a hearing with the Court within 14 days of receipt of the decision and to communicate to the Expeditor that such a hearing has been scheduled. We will follow the decision unless or until it is modified by the Court.
18. A Parenting Time Expeditor's authority is pursuant to Minnesota Statutes Section 518.1751, which says, "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....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....Unless the parties mutually agree, the parenting time expeditor shall not make a decision that is inconsistent with an existing parenting time order, but may make decisions interpreting or clarifying a parenting time order, including the development of a specific schedule when the existing court order grants 'reasonable parenting time'..."
19. We agree to participate in the Parenting Time Expeditor process in good faith with the goal of resolving matters in our children's best interests with the assistance of the Parenting Time Expeditor.
20. We understand that the Parenting Time Expeditor process is confidential, including the content of discussions and negotiations that occur as part of that process. As outlined in Minnesota Statute Section 518.1751, statements made and documents produced which are not otherwise discoverable are not subject to discovery and are not admissible into evidence for any purpose at trial or in any other proceeding. The Parenting Time Expeditor shall not be subpoenaed or called as a witness in any court proceedings. Any substantive communication by the Parenting Time Expeditor

with people other than the parties, including one or both parties' counsel, requires written permission of the parties. The parties' counsel may provide information to the Parenting Time Expeditor as part of the PTE process but PTE decisions or recommendations will only be provided to the parties.

21. We agree to provide copies to the other parent of all written information that we send to the Parenting Time Expeditor unless the Expeditor determines otherwise. We understand that information shared with the PTE may be shared with the other parent.
22. We agree to provide the Parenting Time Expeditor with releases to talk with any professionals with whom I/we are working who may have helpful information or input regarding parenting issues.
23. We understand that the Parenting Time Expeditor is not a therapist and will not provide us with therapeutic or evaluative services. However, it is part of her role as a Parenting Time Expeditor to develop opinions about what best meets the needs of our children and to advocate for their best interests.
24. We understand that Pamela Green does not represent either party and is not providing either of us with legal advice. We agree to seek the advice of independent legal counsel if we have questions at any stage of the PTE process.
25. The Parenting Time Expeditor cannot respond to crisis situations and is unlikely to be available at our immediate request. Much of our contact with the Parenting Time Expeditor will be scheduled meetings, but electronic and telephone communication may be used if an issue has an element of urgency as defined by the Parenting Time Expeditor. We do not expect the Parenting Time Expeditor to respond to communications after business hours or on weekends or holidays.
26. We understand that the Parenting Time Expeditor is required to schedule a meeting within five days of her appointment (defined as our signing this agreement and payment of the deposit) or within five days of our notification of a subsequent parenting time dispute. All meetings will occur in the office of the PTE. If the PTE is unable to assist us in reaching an agreement on our own, she shall make a decision on the disputed issue(s) as soon as possible but not later than five days after receiving all information necessary to make a decision. The PTE shall reduce all agreements and decisions to writing and shall provide them to the parties. The PTE may include or omit reasons for the agreement or decision. The Parenting Time Expeditor may make a decision without conferring with a party if she has made a good faith effort to confer with the party but the party chose not to participate in resolution of the dispute. The expeditor does not lose authority to make a decision if circumstances beyond the expeditor's control make it impractical to meet the five-day timelines.
27. We understand that pursuant to Minnesota Statute Section 518.1751, the Parenting Time Expeditor is authorized to award compensatory parenting time and may recommend to the Court that the noncomplying party pay attorney's fees, court costs, and other costs permitted by statute if the parenting order has been violated.

28. As stated in Minnesota Statutes Section 518.1751, an agreement of the parties or a decision by the Parenting Time Expeditor is binding on the parties unless vacated or modified by the court, or modified by written agreement of the parties. If a party does not comply with an agreement of the parties or a decision of the expeditor, either party may bring a motion to the court and may attach a copy of the parties' written agreement or decision of the expeditor. The Court may enforce, modify, or vacate the agreement of the parties or the decision of the expeditor.

29. The Parenting Time Expeditor retains the right to terminate service at any time upon written notice to the parties.

ACCEPTANCE AND SIGNATURES

PARENT

I have read and received a copy of the Parenting Time Expeditor Contract, and I have discussed the provisions of this contract with my attorney if I am represented by counsel. I agree to use Pamela L. Green, J.D., of Family Dispute Resolution Services, LLC, as the Parenting Time Expeditor under the above conditions. I agree to pay Family Dispute Resolution Services, LLC fifty percent (50%) of the \$____ initial deposit. I understand that services will not begin unless and until the full deposit has been paid.

Dated: _____

PARENT

I have read and received a copy of the Parenting Time Expeditor Contract, and I have discussed the provisions of this contract with my attorney if I am represented by counsel. I agree to use Pamela L. Green, J.D., of Family Dispute Resolution Services, LLC, as the Parenting Time Expeditor under the above conditions. I agree to pay Family Dispute Resolution Services, LLC fifty percent (50%) of the \$____ initial deposit. I understand that services will not begin unless and until the full deposit has been paid.

Dated: _____

PARENTING TIME EXPEDITOR

I certify that, in compliance with Minn. Stat. Sec. 518.1751, I have completed a minimum of 40 hours of family mediation training certified by the Minnesota Supreme Court; have received additional training as a Parenting Time Expeditor; and attend at least three hours each year of continuing education about alternative dispute resolution subjects.

I have received signed copies of this contract from each parent, the initial deposit required, and a copy of the court order appointing me as Parenting Time Expeditor. This contract is hereby effective as of _____.

Dated: _____

Pamela L. Green, J.D., Expeditor