



## Family Dispute Resolution Services, LLC

### PARENTING CONSULTANT AGREEMENT

We, the parties below, agree that the Parenting Consultant (PC) shall act pursuant to the Court Order, and by signing this agreement we acknowledge that we reviewed the Order with the PC prior to its submission to the Court, and agree to the PC's scope, responsibilities and process.

1. The Court Order dated \_\_\_\_\_ appoints Pamela L. Green, 7801 E. Bush Lake Road, Suite 123, Bloomington, MN 55439, telephone (952) 562-7835, as our Parenting Consultant.
2. We agree that Ms. Green will serve as the Parenting Consultant for a period of \_\_\_\_\_ 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 PC 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 Consultant services. OR The services for Parenting Consultant are billed at \$250 per hour.
4. We understand that we will be equally responsible for the payment of the Parenting Consultant'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;

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7801 E. Bush Lake Road, Suite 123, Bloomington, MN 55439

Telephone: (952) 9562-7835

Email: [pam@parentingADR.com](mailto:pam@parentingADR.com)

Website: [www.parentingADR.com](http://www.parentingADR.com)

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- d. Reading and reviewing files, correspondences, orders, and other documents;
  - e. Drafting memos, correspondence, decisions and other reports;
  - f. Consultations with other professionals, including teachers, therapists and attorneys;
  - g. Travel time;
  - 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 Parenting Consultant 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 Consultant services until the fees are paid. If we and/or the Parenting Consultant anticipate terminating the contract in the immediate future, a full deposit may not be required, at the discretion of the Parenting Consultant.
  10. We understand that Parenting Consultant 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.
  11. 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 party for his or her share.
  12. We understand and agree that the Parenting Consultant, 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 PC process, or is unreasonably or unnecessarily contacting the Parenting Consultant in order to cause harm, financial or otherwise, to the other party.

13. We understand that the Parenting Consultant may request that we use other experts to advise or consult on specialized issues. Experts utilized in the Parenting Consultant process will be paid from the deposit unless other payment arrangements are requested.
14. We agree that the Parenting Consultant may meet with us in person or by telephone, either together or separately, as the Parenting Consultant determines. Email communication sent by one party to the PC 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 Consultant.
16. We understand that the role of the Parenting Consultant is to assist us in making parenting 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 Consultant, the Parenting Consultant 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 Consultant 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 Consultant, it is our responsibility to schedule a hearing with the Court within 14 days of receipt of the decision and to communicate to the PC that such a hearing has been scheduled. We will follow the decision unless or until it is modified by the Court.
18. The Parenting Consultant's authority is set forth in the Order Appointing Parenting Consultant. We may agree to expand the PC's authority by written agreement.
19. We agree to participate in the Parenting Consultant process in good faith with the goal of resolving matters in our children's best interests with the assistance of the Parenting Consultant.

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20. We understand that the Parenting Consultant process is not confidential and that the PC may be subpoenaed to appear as a witness at a future Court proceeding. We further understand that all communications between the PC and the parties, between the PC and others with whom the PC has conferred and the PC's files and records may be subject to disclosure.
21. Court appearances are subject to additional deposit requirements as established by the Parenting Consultant, including preparation time to review the entire file in advance. The same hourly rates will apply. Deposits must be paid at least 72 hours in advance of a court appearance. In the event of cancellation of the court appearance, the deposit will be forfeited unless Family Dispute Resolution Services receives a cancellation notice at least 48 hours prior to the scheduled court appearance.
22. We agree to provide copies to the other parent of all written information that we send to the Parenting Consultant unless the PC determines otherwise. We understand that information shared with the PC may be shared with the other parent.
23. We agree to provide the Parenting Consultant with releases to talk with any professionals with whom I/we are working who may have helpful information or input regarding parenting issues.
24. We understand that the Parenting Consultant is not a therapist and will not provide us with therapeutic or evaluative services. However, it is part of her role as a Parenting Consultant to develop opinions about what best meets the needs of our children and to advocate for their best interests.
25. 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 PC process.
26. The Parenting Consultant cannot respond to crisis situations and is unlikely to be available at our immediate request. Much of our contact with the Parenting Consultant 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 Consultant. We do not expect the Parenting Consultant to respond to communications after business hours or on weekends or holidays.
27. The Parenting Consultant 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. Such decisions are binding upon the non-participating party as if that party had participated in resolution of the dispute.
28. The Parenting Consultant retains the right to terminate service at any time upon written notice to the parties.

29. Recording of sessions and phone conversations with the Parenting Consultant are prohibited without prior written consent of all participating parties. This includes all manner of audio or video recordings made to any analog or digital medium.

**ACCEPTANCE AND SIGNATURES**

PARENT

I have read and received a copy of the Parenting Consultant Agreement, 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 Consultant 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 by both parties.

Dated: \_\_\_\_\_

PARENT

I have read and received a copy of the Parenting Consultant Agreement, 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 Consultant 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 by both parties.

Dated: \_\_\_\_\_

PARENTING CONSULTANT

I certify that, in compliance with Rule 114 of the Minnesota General Rules of Practice, I have completed a minimum of 40 hours of family mediation training certified by the Minnesota Supreme Court. I have received additional training as a Parenting Consultant 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 Consultant. This contract is hereby effective as of \_\_\_\_\_.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Pamela L. Green, J.D.  
Parenting Consultant