



## **Your Family Business PLLC**

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### **PARENTING CONSULTANT FEE AGREEMENT**

#### **I. DESCRIPTION**

- A. The Parties agree to appoint Alyssha Duncan, hereinafter “Alyssha”, as their Parenting Consultant. The Parties agree that they have reviewed Alyssha’s educational background and experience as available at <https://yfbminn.com/who-we-are> and attached to this agreement.
- B. The Parties understand that a Parenting Consultant (“PC”) is appointed under Rule 114.02(a)(10) of the Minnesota Rules of Practice – District Courts, which allows parents to create an Alternative Dispute Resolution (ADR) process, and that the PC is presiding at an ADR proceeding pursuant to Minnesota Statute § 604A.32.
- C. The Parties agree that the PC shall act pursuant to the Court Order, and acknowledge that they have reviewed the Court Order appointing the PC and agree to the PC’s scope, duties, responsibilities, and process.
- D. The Parties agree the PC is appointed to assist in the resolution of conflicts regarding their child(ren) and that any decisions of the PC, whether oral or written, are binding when made.
- E. The PC must follow the Code of Ethics for Court-Annexed ADR Neutrals and is subject to the jurisdiction of the ADR Ethics Board.
- F. The PC has no duty to protect the interests of the Parties or provide them with information about their legal rights.
- G. The Parties understand and acknowledge that Alyssha is not acting as a lawyer, nor will she be providing legal services to either Party or the Parties together, in fulfillment of her role and responsibilities as PC.
- H. The Parties agree that the PC’s scope of authority, which includes referring for psychological testing and/or therapy, shall be interpreted to include referrals to psycho-educational classes (e.g., Bridging Parental Conflict at The Bridging Center).
- I. The Parties understand and acknowledge that Alyssha does not permit recording (audio or video) of any meetings, telephone calls, or interactions, without her express written permission in advance. While this PC process is underway, neither parents nor their attorneys or representatives may share details in any public setting (including, but not limited to, social media).

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## II. CONFIDENTIALITY AND ADMISSABILITY OF EVIDENCE

- A. This ADR process is not confidential and the confidentiality provisions of Rule 114 do not apply.
- B. Information provided to the PC that is not covered by a Safe Harbor agreement or a protective order is not protected by privilege or confidentiality.
- C. The PC is not a party to the proceedings.
- D. The PC does not communicate with the Court except by subpoena or Court Order.
- E. Either Party, upon making payment (as outlined in section V. below), may use the PC as a collateral resource, depose, and/or call the PC as a witness to testify in any proceeding involving a child or the subject matter of the PC's work in this case.

## III. FEES AND BILLING

- A. The Parties shall pay for all time spent by the PC at the rate of \$300.00 per hour. The Parenting Consultant reserves the right to increase the hourly billable rate by providing both parties with a minimum of 30 days' written notice. The hourly billable rate will be increased no more than one time in any 12-month period.
- B. Time is billed at a minimum of .1-hour increments (\$30.00 per 6-minute increment). There is an initial \$150 file setup fee that will be equally divided between both parties.
- C. Each Party is responsible for the payment of 50% of the actual time expended, unless otherwise agreed between the parties and Alyssa.
- D. Fees will be charged for any and all time the PC spends on this matter, including (but not limited to) meetings with the Parties, telephone calls pertaining to the matter, reviewing and responding to emails, reviewing letters and other records/ written materials, preparation of documents, written reports, and decisions, round-trip travel time, and any other time expended in association with the duties of the PC.
- E. Payment for non-session time and for costs incurred shall be made as follows:
- F. The Parties shall pay an initial deposit of \$3000. Each Party shall pay \$1500 of the deposit, unless the Parties have agreed to a different arrangement. Payment for any time and/or expenditures associated with the PC's involvement on this case (excluding face-to-face meetings as described above) will be drawn from this account. Unless otherwise agreed in writing with Alyssa, payment shall be made via check made out to Your Family Business PLLC and mailed to Your Family Business PLLC, 3008 W. 102<sup>nd</sup> Street, Bloomington, MN 55431. Alyssa will promptly deposit the received funds and work will begin as soon as the funds clear.

- G. The Parties shall make additional payments when the deposit amount has fallen below a \$1500 balance, or will fall below a \$1500 balance (due to pending non-session work) before the next face-to-face (or video) meeting. This deposit shall be an amount equal to the initial deposit (\$3000 total/\$1500 per person) or a lesser amount if the PC reasonably expects that the remaining non-session fees will be less than the initial deposit amount. PC work will not continue without sufficient funds remaining in the account.
- H. The Parties will receive a joint monthly statement, via e-mail, which lists each Party's remaining deposit account balance as of the date of issuance of the statement. Replenishment of the full deposit amount is due within thirty (30) days of receipt of the billing statement. If the parties' deposit account balance is not replenished as required above, and/or any outstanding fees are not paid in full, services may, at the PC's discretion, be suspended on the file.
- I. The PC may assess greater than the 50% proportion of fees and costs outlined above to either Party if the PC determines one Party has abused the process and/or if the PC determines that their involvement was unnecessary.
- J. Due to the nature of the PC process, the PC may make decisions or orders in favor of one Party. Regardless of the decision, both parties are responsible for the payment of fees associated with such services.
- K. If the Parties fail to pay the PC, the Court (with notice to the Parties and counsel and upon filing of an affidavit from the PC or a Party) may issue an order granting such relief as the Court deems just and proper. The PC, in seeking relief under this rule, shall maintain confidentiality as required by these rules. The PC has the right to suspend services if not paid in accordance with the Court Order or agreement with the Parties and/or their attorneys.
- L. At the conclusion of the PC's appointment, the PC will refund any remaining amount of the deposit, divided equally between the parties. The Parties acknowledge that if either Party or the Parties together reach out for additional services from Alyssa, a new fee agreement and deposit will be required before any work is completed.

#### IV. COSTS & EXPENSES

- A. Copying Costs. If either Party requests a copy of the entire file or any portion thereof at any time, that Party will be charged a copy fee of \$0.75 per page. This charge applies to all portions of the file which the requesting Party requests. Full payment for the estimated number of copies must be made prior to the beginning the copying job, with any balance due prior to the release of the copies.
- B. Miscellaneous Costs and Expenses. Alyssa may incur various costs and expenses in performing services under this agreement. The parties agreed to pay for these costs and expenses at the rates outlined above, in addition to the hourly fee. The

costs and expenses may include (but are not limited to) process servers' fees, fees fixed by law or assessed by courts and other agencies, court reporters' fees, conference call services, messenger and other delivery fees, postage and overnight delivery charges, parking and other local travel expenses, photocopying, and other reproduction costs.

#### V. COURT APPEARANCE

In the event that the PC is compelled to appear for any court related proceedings including (but not limited to) a deposition, trial, or evidentiary hearing, the Party requesting Alyssha's appearance shall be responsible for the following costs:

- A. The PC's rate for court-related preparation and appearances is \$500 per hour. Court appearance is by subpoena only and must accompany the deposit. A deposit of \$4000 is required for a full day (8 hours) or \$2000 for a half day (4 hours).
- B. In addition to the court appearance fee, there is a charge of \$2000 for up to four (4) hours of preparation time. The PC may require a larger fee for preparation time, depending upon the situation, and fully at the PC's discretion.
- C. In order to ensure the availability of the PC, a subpoena and deposit of \$4000 for a full day or \$2000 for a half day must be received at least six weeks in advance of the court date.
- D. If the court appearance is canceled more than two full business days before the scheduled court date, the entire deposit will be returned. If the appearance is canceled more than one full business day but less than two full business days in advance, one half of the deposit will be forfeited. If the appearance is canceled less than one full business day in advance, the entire amount of the deposit will be forfeited. Any time the PC has spent in preparation for the court hearing prior to the cancellation will be charged (\$450 per hour) and will not be returned.

#### VI. NOTICE OF PARENTING TIME ADJUSTMENTS

Pursuant to Rule 301.03(c) of the General Rules of Practice for the District Courts (effective January 2023), in the event that adjustments are made to a previously ordered or agreed upon parenting time arrangement, we agree the Parties (or their designated counsel) maintain sole responsibility to file a report of these changes with the Court. If either Party has questions about whether they should file a report with the Court, they will consult with their attorney.

#### VII. SUSPENSION OF SERVICES

- A. Absent other agreement, in the event that the Parties' deposit balance is depleted, the PC reserves the right to suspend all services, including provision of any written documentation, until full payment of any unpaid balance.
- B. In the event one Party does not pay their share of the retainer, fees, and/or costs, the other Party has the option to make full payment of any unpaid balance so as to avoid

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suspension of services. That Party may then bring a motion with the Court seeking reimbursement for the non-complying Party's share of the retainer, fees, and/or costs.

#### VIII. CANCELLATION

- A. Appointments cancelled with less than one full business days' notice will be charged the full amount of the scheduled time for the appointment. Appointments cancelled between one and two full business days will be charged half of the scheduled time for the appointment. There is no charge for appointments cancelled with more than two full business days' notice.
- B. An appointment is considered missed if the Party has not arrived 20 minutes after the scheduled start time of the appointment.
- C. Sessions terminated early by the PC as a result of one or both Party's conduct are billed for the full amount of the scheduled appointment time.
- D. The full cost for late cancellations, missed appointments, or terminated sessions will be charged to (or drawn from their portion of the deposit account) the Party who cancels and/or misses the appointment, or whose conduct resulted in the PC's termination of the session.

#### IX. CRISIS

The PC cannot respond to crisis situations and is unlikely to be available at either Party's immediate request. As such, the majority of contact with the PC will be scheduled.

#### X. CLAIMS FILED IN COURT

Any claims filed in court arising from the Parties' work with the PC, including (but not limited to) fee disputes, shall be heard in Family Court.

## SIGNATURES

My signature below indicates that I have received, I have read, and I understand the information in this agreement, and that I agree to retain Alyssa Duncan as Parenting Consultant under the terms and conditions described in this document.

\_\_\_\_\_  
Parent One – Print Name and Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent Two – Print Name and Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Alyssa Duncan  
Parenting Consultant

\_\_\_\_\_  
Date

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(Initials and Date)

## Statement of Qualifications



**Alyssa Duncan** (pronounced uh-li-shuh) is the owner of Your Family Business PLLC. She performs coaching services, serves as a parenting consultant, and offers parenting plan evaluations. She is currently a Rule 114 Qualified Neutral for Parenting Consulting services, Social Early Neutral Evaluations, and facilitative mediation in all 87 counties. Alyssa has a strong background in psychology and has been a practicing attorney since 2016.

Alyssa graduated from Purdue University's School of Science with a Bachelor of Arts in 2010. She was awarded a concentration in clinical rehabilitation, for which she was required to do extensive coursework in therapeutic techniques. She is well-versed in childhood development as well as mental health disorders and treatments. Alyssa did her capstone practicum at the Hook Center for traumatic brain injuries, where she worked with clients in both a hospital setting as well as an outpatient rehabilitation setting.

Upon graduating with her Bachelor's Degree, Alyssa attended the Indiana University Robert H. McKinney School of Law, graduating in August of 2015. Alyssa then took the Illinois Bar exam and was admitted to practice in Illinois in 2016. She started her legal career serving as a plaintiff's attorney in debt collection, and while she decided that was not the career path she wanted to pursue long-term, she rapidly developed lifelong skills in working in high-conflict, emotionally-charged situations. Alyssa later moved to Minnesota and was admitted to the Minnesota bar in October of 2019. She is also admitted to the federal bar for the District of Minnesota, as well as the 8th Circuit Court of Appeals. Alyssa has exclusively practiced family law during her time in Minnesota, and is known for her thorough but compassionate approach. Alyssa has several clients who have followed her from her first position in Minnesota, and has a reputation among former clients for being willing to go the extra mile to help.

### Trainings:

- Guardian ad Litem, Child Representative, and Attorney for Minor Child Training (Illinois), 2017
- Guide to Working with Resist/Refuse Dynamics and Parental Alienating Behaviors, Minnesota State Bar Association, 2022
- Family Law Mediation Training, 40 hours, Southern Metropolitan Mediation Services, 2023
- The Historic 2024 Family Law Legislation, Minnesota State Bar Association, 2024
- Family Law Mediation Training, 40 hours, Association of Family and Conciliation Courts,

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2024

- Coercive Control = Domestic Violence ... Should this be the law?, Association of Family and Conciliation Courts, 2024
- Parenting Consultant Training, 21.25 hours, Association of Family and Conciliation Courts, 2024
- Basic ENE Training, SENE, Association of Family and Conciliation Courts, 2024

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