

PARENTING COORDINATION AGREEMENT (Rev. 1.2)

This is an agreement between _____ and _____ (the parties) and _____ (the parenting coordinator). The parties have entered into parenting coordination with the intention of improving various aspects of their parenting and co-parenting relationships.

The provisions of this agreement are as follows:

Role of the Parenting Coordinator: The role of the parenting coordinator is to assist the parties in resolving various differences and areas of conflict, and to assist all members of the family develop healthy, functional relationships with each other, within the parameters of their family structure. The best interests of the children are paramount at all times, and all interventions will accommodate and balance, as much as possible, the interests of all family members.

Potential Interventions: The parenting coordinator will utilize at his/her discretion various interventions in order to assist the family to achieve their goal of more cooperative and collaborative functioning. Interventions may include, but are not limited to, education, therapeutic counselling, mediation, and arbitration*. **By this agreement either party may appeal a decision of the parenting coordinator to the Court de novo, but the decision shall be binding in the interim. Note that the parenting coordinator will not offer legal advice, and each party is advised to, if necessary, retain their own counsel in order to be properly counseled about their legal interests, rights, and obligations.*

Appointment Configurations: In consultation with the parties, the parenting coordinator will request, at his/her discretion, appointments with various family members either individually or in some combination of multiple members. While most sessions will be joint sessions with the two parents, individual sessions with one of the parents or one of the children may be requested, or sessions with any combination of family members may be requested. In some instances, persons outside of the nuclear family may be asked to participate and attend. In most cases appointments will take place in person at the parenting coordinator's office or some other mutually acceptable location. For urgent matters, interventions can be provided remotely via telephone or email. Remote interventions will be billed at the same hourly rate as in person meetings.

Termination of Services: With mutual consent of both parties, the services of the parenting coordinator can be terminated at any time. However, if only one party is dissatisfied and wants to terminate services, parenting coordination will continue until such time as an alternative is found that is mutually acceptable to both parties. For the children's sake, it is imperative that the parties agree to cooperate as much as possible with the process and with the attendance of appointments. To help deter the premature and inappropriate disengagement by one of the parties, a retainer, equal to four times the agreed hourly rate, will be held by the parenting coordinator and used to fund ongoing services in the event that one party unilaterally ceases to participate.

Admissibility / Inadmissibility: Consistent with the standard practices of mediation, it is agreed and understood that all general discussions associated with the parenting coordination process are without prejudice. More specifically, brainstorming ideas, solutions that are tried temporarily and then abandoned, etc, are not admissible in future legal proceedings. Solutions and agreements that are anticipated to endure, are admissible. In the event that one of the parties disengages from the process, or fails to cooperate with the process, the parenting coordinator will be entitled to provide a written report that is admissible to the Court. The cost for writing the report and the cost for appearing in Court, if required, will be apportioned to the party that disengaged and/or failed to cooperate. The rate will be at the maximum hourly rate and all time and expenses incurred will be billed.

Initials _____

Disclosure of Information: It is understood that, in order for the process to work, open and honest communication is essential. It is agreed that each party will provide full disclosure of all relevant and pertinent information. In the event that there is a discrepancy on a significant issue, the parties may be asked to substantiate the accuracy of their information. Also, the parties hereby authorize the release of information from all previous and current therapists, attorneys, evaluators, and school personnel directly to the parenting coordinator.

Confidentiality: In order to promote open and honest communication and disclosure, a high level of confidentiality will apply. It is understood that the parenting coordinator is ethically and legally required to breach confidentiality if he/she believes that a child is in need of protection or if either party is at risk of being harmed. Note that in such instances, only pertinent information is disclosed and general confidentiality is still maintained. Similarly, the parenting coordinator may on occasion have dealings with other professionals such as therapists, police, judges, school personnel, coaches, etc. In these situations pertinent information will be disclosed and general confidentiality will be maintained. In the course of assisting a family the parenting coordinator often communicates with the parties individually and may also have sessions with one of the parties absent. In doing so, the parenting coordinator will model and promote open and honest communication and disclosure. In general, unless the parenting coordinator feels that disclosure is necessary and will benefit the family as a whole and improve the environments in which the children live, confidentiality will be maintained.

Fees: The parties agree to share the cost of the parenting coordination services according to the terms of the attached Fee Arrangement.

EACH OF THE UNDERSIGNED PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT AND THEY ARE ENTERING INTO THIS AGREEMENT ON THEIR OWN FREE WILL AND VOLITION. EACH HAS HAD AN OPPORTUNITY TO OBTAIN INDEPENDENT LEGAL ADVICE REGARDING THE FOREGOING TERMS.

Executed on the _____ day of _____, 20____, in _____.

Print Name

X _____
Signature

Print Name

X _____
Signature

Parenting Coordinator

X _____
Signature

Conscious Co-Parenting Institute

201 South Santa Fe Ave
Suite 301
Los Angeles Ca 90012
310-913-4113

dorcy@consciouscoparenting.com
<http://www.consciouscoparentinginstitute.com>