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Parenting Coordinator Agreement

Sample Only 09.28.2012

Parties:

In the best interests of: child (dob: xxxx)

This document has been prepared in order to detail the terms and limitations under which I am available to serve as Parenting Coordinator in the best interests of your children. Please take the time to read this document in its entirety, to reach me with any questions and to consult with your co-parent(s) and legal counsel as you see fit.

Upon return receipt of an initialed and signed copy of this document from each of you and funding as detailed below, I will file this agreement with the court and thereafter reach you to schedule our first meetings.

What is a Parent Coordinator (PC)? The PC is a child-centered professional with mediation-arbitration skills and training who agrees to be available over a specific period to assist conflicted co-parents to settle child-centered disagreements within the scope of the existing parenting plan and associated court orders in their children's best interests.

The PC is empowered both by court order and by your mutual consent to assist parties through a three step process toward the goal of resolving such issues without resorting to litigation. This includes (1) education: providing parties with relevant data, theory, perspective and expertise which may help to resolve a child-centered conflict; (2) mediation: helping parties to see one another's perspectives and thereby to resolve child-centered issues through compromise; and (3) arbitration: in lieu of agreement, the PC is empowered to determine an outcome which is then binding on parties unless and until a court rules otherwise.

These steps are generally achieved through face-to-face interviews with one or more of the co-parents. In this context, it is important to recognize that each party's chosen parenting partners, regardless of gender, generation, geography and the legal status of the adult relationship, is likely to have a valuable

perspective on matters discussed in the PC process and therefore may be asked to participate on an ad hoc or ongoing basis.

All participants' subjective experience of safety will determine, in part, how this process is structured. In any instance in which an individual feels that his or her safety is threatened in the presence of another, the PC process will be structured so as to assure all parties' safety. This may mean establishing staggered arrival and departure, simultaneous "shuttle" meetings conducted in separate locations, and, in the extreme, sequential meetings.

Of particular note,

1. I am a New Hampshire licensed psychologist and state certified Guardian ad litem. I am not a state certified mediator or arbiter. I am neither an attorney nor a physician. My work across roles seeks to assist caregivers to better understand and fulfill their children's needs. I welcome you to learn more about myself and my practice at www.healthyparent.com.
2. When serving as a PC, I am not conducting psychotherapy. I will not serve as therapist to any of the adults or the children singly or in combination. Given that families that need the services of a PC are routinely under very high stress, it will be wise for you to commence or continue in outpatient psychotherapy with a licensed mental health professional of your choosing.
3. **Confidentiality.** I will make every effort to respect parties' confidentiality and the privacy of the minor child(ren) acknowledging, the following:
 - (a) I will not keep secrets with or otherwise align myself with one party. Matters discussed with one party via any medium are subject to disclosure to the other party at my discretion toward our larger goal of facilitating constructive, child-centered communication and consistency.
 - (b) Certain state and federal laws protect the rights of minors. In particular, I may be legally prohibited and/or exercise my discretion so as to keep information received from or about a minor child from you. This means specifically that I may have access to data about your children that you do not. In general, this is most likely to apply to matters which would otherwise threaten the children's safety, compromise an existing psychotherapy relationship, and/or risk revealing matters of reproductive health, drug or alcohol use and/or HIV/AIDS status.
 - (c) My records may be subject to court review and/or disclosure to the court under subpoena or court order. In the instance of subpoena, a request for testimony, deposition or similar disclosure, the requesting party will assume responsibility for all associated costs payable in full as an advance retainer.
 - (d) My records may be subject to release and disclosure in response to your inquiry, the request of the court, and/or compliance with relevant state agencies and licensing bodies. In each of these conditions, I retain the discretion to exclude from release any record which, if released, I believe would cause harm (e.g., compromise a child's ongoing psychotherapy) in my sole discretion.
 - (e) In any instance in which I fear for an individual's safety, I am responsible under the law to inform relevant authorities immediately. Should this occur, I will make every effort to alert you as soon as possible.
 - (f) Records of this service can be released and others' records can be received with all necessary and appropriate written consents..
4. **Coordination among concerned professionals:** As a condition of our continuing work together, I will ask that you sign informed consent release forms so as to allow me to exchange information at my discretion with relevant professionals.

5. **Our communications.** In general, I request that relevant communications occur via e-mail with a cc: to the other party. These communications become part of my record and are therefore subject to release.
6. **Emergency circumstances:** I am not available to respond to emergencies. Please direct urgent health matters to the appropriate physician or seek emergency room service. Please direct any urgent mental health concern to the appropriate therapist. Our work together will be deliberate, proactive, agenda-driven, child-centered and time-efficient.
7. **Record keeping:** I will maintain handwritten notes of our process in addition to print-outs of our (selected) electronic communications. I encourage you to do the same. At your request, I will summarize decisions that we reach together and those that I must reach when you are stalemated in writing and deliver these to each of you and to the court, as necessary and appropriate. The time required by any such process will be billed at the rate established below.
8. **The sequence and process of co-parental decision-making:** By endorsing this agreement, you are agreeing to approach child-centered parenting disputes in the following sequence of steps:
 - (a) Unless specifically agreed, you will not expose your children to or involve your children in the adult decision making process. This requires that you will take every reasonable step to assure that your children do not have "accidental" access to relevant records, communications and media.
 - (b) You are wise to maintain allies, helpers and advisors as consultants in any such matter. This includes reference to legal counsel as you see fit.
 - (c) The first and best conflict resolution process occurs directly between the two of you: The parent first aware of an issue will alert his or her co-parent in a non-accusing, constructive manner. Opinions are exchanged without hostility, putting aside adult needs in favor of better understanding and serving your children's needs. Concessions are offered in the interest of compromise. If and when a mutual decision is reached in this manner during my tenure as PC, I ask that you provide me with a mutually signed and dated copy of the outcome for my records.
 - (d) When and if a child-centered issue cannot be resolved in this manner, the next step should be to bring it to my attention. If I judge that the matter falls within my purview, I will ask that you collect relevant data, that we meet to discuss your respective positions, and that we try to reach a mediated or, as necessary, an arbitrated settlement.
 - (e) If I decline to address the matter or if we fail to resolve it, you are then free to bring the matter before the court.
9. In support of this process, you agree to refrain from seeking (or having counsel seek on your behalf) the court's intervention during the pendency of our process. To proceed otherwise is to create a "too many cooks in the kitchen" dilemma. Conversely, if I am alerted that either of you or your counsel have sought the court's intervention in any matter being entertained by the PC process, I will immediately withdraw from consideration of that matter.
10. You may choose to bring a child-centered matter before the court if, (a) I am unavailable or unresponsive to your request for intervention, (b) you have brought the matter to my attention and I have advised that I am unable or unwilling to address the matter, or (c) I have addressed the matter but you disagree with the conclusion. In the latter instance, the PC outcome stands unless and until the court rules otherwise.
11. Commencing the parenting coordination process:
 - (a) I will ask to meet with each of you individually for a minimum of one and one-half hours. My purpose is to gather an adequate history, establish that we are comfortable working together, answer any questions that you may raise, and generally to set the stage for the process that will ensue. I welcome you to provide me with any records you see as relevant (e.g., school records, psychological testing, court documents) at that time and thereafter.

- (b) We will schedule an initial one and one half hour joint meeting. I will ask that you provide me and your co-parent with a succinct, objective agenda via e-mail at least twenty-four hours in advance of that meeting. Agenda items are typically concrete, child-centered matters concerned with (i) scheduling within the parameters of the existing parenting plan, (ii) adult communications, (iii) parenting practices, and/or (iv) future decision making (e.g., summer camp enrollment). These agendas will guide the process of our meetings.
- (c) We will schedule each subsequent meeting on the basis of agenda items yet to be resolved and in response to emergent matters. We will meet as (in)frequently as suits your needs within the reasonable limits of our schedules.
12. **Scope:** It is beyond the scope of my work as PC to mediate or arbitrate any matter which might contradict or alter an existing court order, most particularly changes of court-determined legal decision making authority or residential responsibility. It is furthermore beyond both the scope of this service and my expertise to entertain money related matters (e.g., child support, alimony, tax questions). However, the PC process can be used as necessary as a forum to communicate these matters if necessary.
13. **Consultation:** In an effort to help you and your co-parents to better meet the children's needs, I may choose to consult with experts in related fields as we proceed (e.g., attorneys, educators, physicians). Whenever possible, I will alert you to any such need in advance. My time involved in such consultation will be charged as below. The consultant's fee will be clarified in advance in every instance possible. Separate funding (e.g., advance retainer) may be necessary for any such consultant.
14. **Outcomes:** My goal is to facilitate parties' child-centered agreements. Failing this, I will determine an outcome best-suited to the children's needs and relevant circumstances. In any such circumstance, one party may feel vindicated and the other may feel aggrieved. Such grievances must be directed to my attention as per item 19, below, but may not be brought to the children's attention and are not grounds for non-payment of services rendered.
15. **Costs:** My time serving as a PC is charged at xxx dollars (\$xxx.00) per hour, inclusive of all time.
- (a) All charges will be subtracted from funds received in advance via retainer. An initial retainer in the amount of three thousand dollars (\$YYYYY.00) representing fifteen (15) hours (or typically ten 90-minute meetings) must be received prior to our first meeting.
- (b) Retainer funds will be depleted as our work continues to a minimum of three hundred dollars (\$300.00) at which time additional retainer funds will be requested consistent with anticipated time and charges, receipt of which is requisite to continued work.
- (c) I assume that parties will divide costs equally unless otherwise agreed in writing.
- (d) The full cost of a scheduled appointment will be incurred should one or more of the parties due to participate cancel with fewer than twenty-four hours' notice, fail to arrive, arrive in excess of twenty (20) minutes late without notice, reasonably allowing for extreme weather conditions, illness and injury.
- (e) I will provide a full accounting of funds received and costs incurred upon request.
16. **Penalties:** Unfortunately, there are occasions in which one party is obstructive, non-compliant or brings frivolous matters before the PC in part to injure the other party through associated costs. In these and similar instances, I reserve the right to allocate costs to any such party, thereby relieving the other party/parties of such costs.
17. **Term:** Unless otherwise agreed and documented, this agreement will remain in force for a period of one (1) calendar year from the date of this document. This agreement can be renewed by court order and mutual agreement subject to any change of terms relevant at that time.
18. **Termination of services.** My role as PC will be terminated at the conclusion of the term in lieu of a written and signed renewal of this agreement or its successor. It will be terminated prematurely if:

- (a) The foregoing terms are breached, including numerous absences and inability or refusal to keep retainer funds current
 - (b) If I believe that one or more parties are not participating in good faith
 - (c) If I believe that this process is not productive or somehow risks harm to anyone, including co-parents, the child(ren) or myself
 - (d) The court orders that services be terminated.
19. **Parties' Concerns and Complaints:** Acknowledging that the PC process routinely leaves at least one party aggrieved, parties are advised that concerns and complaints should be addressed directly to my attention in writing in the first instance. Should any such concern or complaint thereafter result in legal action, administrative hearing or review of any kind, the party bringing the complaint accepts full and complete responsibility for my costs inherent in any such process, including but not limited to attorney's fees and time lost in preparation and appearance.

Respectfully submitted,

Benjamin D. Garber, Ph.D.

By initialing each of the foregoing pages individually and by signing below, you acknowledge complete understanding of and agree to the terms and limitations of this agreement and Dr. Garber's role as Parenting Coordinator (PC).

Please print your full name

Today's date

Please sign your name

What is your relationship to the child(ren)?
(Examples: Mother, Legal Guardian)

(_____) _____
Your day time phone

Please print your complete mailing address

(_____) _____
Alternate phone number

By providing an e-mail address below, you are (1) acknowledging that electronic transmissions may not be secure and may therefore divulge otherwise confidential information and (2) you are permitting Dr. Garber to contact you at this electronic address individually or jointly as part of e-mail to other parties (e.g., your children's other parent) relevant to this investigation.

_____ @ _____ . _____
Please print your e-mail address

Please initial here

