

PARENTING COORDINATION AGREEMENT

Between _____ and _____
(The Parents)

And

Jon Graham of ISDR Pty Ltd, as provider of the Parenting Coordination function (The Parenting Coordinator).

The parents have entered into this agreement with the intention of reaching a consensual agreement regarding matters related to parenting. Each parent agrees to work with the Parenting Coordinator to make decisions in their Children's Best Interest.

Parenting coordination is a hybrid legal-mental health role that combines assessment, education, case management, conflict management, dispute resolution, and, at times, decision-making functions. Parenting coordination is a child-focused process conducted by a licensed mental health or family law professional, or a certified, qualified or regulated family mediator under the rules or laws of their jurisdiction, with practical professional experience with high conflict family cases.

AFCC Parenting Coordination Guidelines 2019

The **Parenting Coordinator** seeks to protect and sustain safe, healthy, and meaningful parent-child relationships. The Parenting Coordinator:

- Assists parents to resolve their differences in caring for their children in order to minimize conflict that could directly harm the children and/or their relationship(s) with their children.
- May assess the family situation and provide an educative function when necessary regarding child development, communication and managing difficult dynamics.
- May also facilitate negotiations, consult regarding strategies for dealing with the other parent and the children and may also suggest referrals to other professionals.
- Can, at the request of the Parents, provide a non-binding proposal for resolution of parenting impasses.

The provisions of this agreement are as follows:

Qualifications:

- I. Jon Graham is a Registered Family Dispute Resolution Practitioner, Nationally Accredited Mediator, Child Consultant, with qualifications in Psychology, Law and Counselling.

The Parenting Coordinator role entails:

- II. The Parenting Coordinator will provide:
 - **Facilitation of discussions** regarding decision-making between parents. As facilitator, the Parenting Coordinator assists parents to discuss matters and make decisions related to parenting their children.
The facilitation role includes noting and managing issues that arise between the parties. Parents engage in this process on a **“With Prejudice”** basis in that the oral and written communications, negotiations and statements may be included in a written report/summary of each session (including each parent’s point of view).
 - **Education designed to** assist parents to understand issues related to child development, communication, parent cooperation, identifying conflict styles and parallel parenting strategies etc.
As educator, the Parenting Coordinator may assist parents to deal with one another’s personal styles and personalities and provide coaching to address difficulties. Other trained professionals may be recommended to become involved in the process.
 - **Child Consultation: Meeting with Children** to identify children’s issues, needs, and concerns as related to their family functioning. As child consultant, the Parenting Coordinator will meet with the child(ren) as necessary and as suggested by the Parenting Coordinator. Generally, the consultation will happen at the beginning, middle and end of the Parenting Coordination contract.
Each instance of a Child(ren) meeting will occur over two sessions (once where Parent 1 brings the children, and once where the other Parent brings the children). Children will work with the child consultant to create feedback to their parents, with the understanding that the feedback will be regarded as part of the “with prejudice” nature of the Parenting Coordination process.
 - **Consultant:** The Parenting Coordinator may consult with other parties who have been involved in your family such as counselors, assessors, teachers or other identified individuals. Information gathered will be considered and may be included in written reports provided.

Legal Advice:

- III. The Parenting Coordinator **does not provide legal advice**, nor does he provide legal counsel. Each party is advised to retain his/her own legal counsel in order to be properly informed about his/her legal interests, rights and obligations.

Process:

- IV. The process of Parenting Coordination will provide a series of initial meetings to establish and solidify the parenting arrangements and provide assistance with maintaining the agreements through meetings on an “as needed” basis for the remainder of the contracted period.
- V. The Parenting Coordinator agrees to:
- See each parent individually for an initial session (parents must arrange their appointments based on recommendations of the Parenting Coordinator)
 - See the parents together (parents must arrange all joint appointments based on recommendations of the Parenting Coordinator). This meeting can be in-room or online.
 - See children individually or together (as requested and recommended by the Parent Coordinator)
 - Engage in phone conferences with all parties present (parents must arrange all telephone conferences).
 - Receive and review all correspondence as long as each party receives a copy. (Individual, confidential correspondence will not be received). Correspondence shall be dated and sent by email.
 - Within 3 business days of the conclusion of a Parenting Coordination appointment, the Parenting Coordinator will provide minutes of agreed actions, and statements of unresolved concerns.
 - Follow any instructions in provided in a Parenting Plan, or Parenting Order.
- VI. Neither parent shall record make any electronic recording (video, audio etc.) of any conversations or Parenting Coordination sessions for any reason. Any recording of sessions shall be regarded as a breach of Law and reported to authorities.

Duration of the Process; The Contracted Period

- VII. **The Parenting Coordinator shall work with the Parents for a pre-determined period as follows:**

Start Date: _____

Review/End Date: _____

- The contracted period can be adjusted by:
 - a) A Court Order or Revised Parenting Plan ending the Parenting Coordination Process.
 - b) The Parents and the Parenting Coordinator agree that progress is not being made relative to the issue(s) in dispute.
 - c) The Parent Coordinator identifies the process as *not* appropriate for the family.
 - d) Both the parents and the Parent Coordinator agree to terminate prior to the end of the agreement.
 - e) The period of the agreement ends, and no extension is requested.

Meetings/Appointments

- VIII. Appointments with the Parenting Coordinator shall be scheduled following a request from either parent, the Parenting Coordinator, or where Children request a meeting via their parents or the Parenting Coordinator.
- IX. Requests for Appointments can be made by telephone or email. After receiving a request, the Parenting Coordinator shall provide advice to both parents that a meeting request has been made, and the agenda for that meeting.
- X. The Parents agree to do everything they reasonably can to make time available for a meeting to occur within the next 7 days. The Parenting Coordinator agrees to include out of business hours times available to facilitate the meeting process.
- XI. Appointments can be conducted by telephone, video conference or in-room
- XII. **Telephone/Video Conferences:** Telephone/Video conferences may be arranged; however, they will be bilateral conferences. Parents will be required to sign an additional Participation Agreement related to the offer of Tele-Services.
- XIII. **Ex parte Meetings:** In some circumstances, one parent may request an individual meeting with the Parenting Coordinator, OR the Parenting Coordinator may request a meeting with a parent. If the Parenting Coordinator meets individually with one parent, an individual meeting will also be offered to the other parent at a separate time. Other than concerns about safety, issues that arise in individual meetings will be discussed in future joint meetings as directed by the Parenting Coordinator.

Providing Information to the Parenting Coordinator

- XIV. **Release of Information:** The parents will sign all releases of information required to implement the process of Parenting Coordination. The parents shall provide all records, documentation and information requested by the Parenting Coordinator as soon as possible upon request. The Parenting Coordinator may not, however, request materials that are subject to solicitor client privilege.
- XV. **Written Communication with the Parenting Coordinator:** Parents may communicate with the parenting coordinator by email or mail. Each parent is responsible to ensure that copies of all correspondences to the Parenting Coordinator are provide to the other parent. A “cc” MUST be noted on the correspondence unless otherwise directed by the Parenting Coordinator.
- XVI. **Collateral References:** The Parenting Coordinator may seek to consult with other professionals working within the Family System including therapists, schoolteachers, counsellors and psychologists. The Parents agree to not unreasonably withhold consent to such consultations.

Fees

- XVII. The Parents agree that they are aware that service provided by the Parenting Coordinator are subject to fees.
- XVIII. **The fee charged by the Parenting Coordinator in this case will be \$230.00 per person**

per hour (plus GST).

The Combined Hourly Rate will therefore be \$460.00 per hour (plus GST)

The Individual Hourly Rate will therefore be \$230.00 per hour (plus GST)

XIX. Fees will be charged for:

- a. All joint sessions at the *Combined Hourly Rate* above
- b. Any ex parte sessions at the *Individual Hourly Rate* above
- c. All communication including reading materials provided, telephone conferences, consultations with third parties, consultations with legal counsel, will be charged at the *Individual Hourly Rate*.
- d. Child sessions, at the *Individual Hourly Rate*.

XX. The parties agree that they shall pay the Parenting Coordinator the *Combined Hourly Rate* for any and all court related work. This shall include *all time taken* for preparation and any written reports, letters, attendance at discovery, attendance at court or other hearing or any other activity related to either party where the Parenting Coordinator has been required and/or requested to engage.

XXI. **The parents agree to pay the Parenting Coordinator in the following way (select)**

- Fees will be divided equally**
- Other Fee Division:** _____

XXII. The Parents agree they will pay for all services by Credit Card Direct Deposit. Where an invoice for service is provided by the Parenting Coordinator, each Parent agrees that they shall pay the invoice according to the terms provided on the invoice. Non-payment will result in suspension of service.

Cancellations and Non-Attendance

- XXIII. Cancellations of service requests can from time to time occur. Where a cancellation is made with less than 48 hours' notice, a fee of one hour of the *Individual Hourly Rate* may be applied by the Parenting Coordinator.
- XXIV. If one parent fails to attend a session, and the other parent does attend, the party not in attendance will be responsible for the fee of one hour of the *Combined Hourly Rate*.

Assistance with Decision Making

- XXV. The parents agree they will make every effort to resolve the parenting issues by way of negotiation supported by the Parenting Coordinator. If it becomes apparent that the parents cannot reach agreement, they may seek a non-binding conciliatory assistance from the Parenting Coordinator. The Parenting Coordinator has NO jurisdiction to offer an Arbitration function.
- XXVI. Where parents are unable to reach agreement, they may request that the Parenting Coordinator provide a Conciliation Service, whereby advice on possible impasse breakers, is provided to the parents by the Parenting Coordinator. The parents are under no obligation to follow the guidance provided by the Parenting Coordinator, and after providing the advice the Parenting Coordinator

shall resume a neutral facilitative role.

- XXVII. In circumstances where the Parenting Coordinator is asked by the parents to provide advice the following shall apply:
- a. Each parent shall provide a submission to the Parenting Coordinator and the other parent outlining their position and the considerations that they believe are important in resolving the impasse.
 - b. Within 3 business days of receiving both submissions, the Parenting Coordinator shall provide the Parents with suggestions on how the impasse may be resolved.
- XXVIII. The Parenting Coordinator will then convene a joint meeting to discuss the suggestions, to focus on resolution and the movement forward.
- XXIX. If no agreement is available, and one or both parents seek a report of the Parenting Coordination process for Court purposes, the Parenting Coordinator will provide a report outlining the following:
- a. The Agreements Reached,
 - b. The issues that remain unresolved and
 - c. The positions of each parent.
- XXX. No opinion about the veracity of each Parent's positions will be provided by the Parenting Coordinator either in writing or verbally in any external processes.

Concerns and Complaints

- XXXI. The parents may at any time raise concerns with the Parenting Coordinator about the process being offered. The Parenting Coordinator will consider those concerns and where appropriate undertake to address the concerns in a timely manner.
- XXXII. The parents may seek to raise a complaint with the professional complaint handling body under which the Parenting Coordination is being provided. Such complaints can only be made to the professional body when the Parenting Coordination has been concluded.
- XXXIII. The parents are at liberty to cease the Parenting Coordination process at any time through the process outlined in VII above.

Execution

We have read and understood the entirety of this agreement. We each have completed the notations on the required sections of this agreement, AND we agree to all the provisions in this agreement and will work with the Parenting Coordinator to assist in building a stronger parental alliance.

PARENT 1

I agree I am entering into this process willingly and with informed consent.

Name:

Signature:

Date:

PARENT 2

I agree I am entering into this process willingly and with informed consent.

Name:

Signature

Date:

PARENTING COORDINATOR

Jon Graham

Signature

Date:
