



PARENTING COORDINATION AGREEMENT

Between

Parent 1 (**Parent 1**)

and

Parent 2 (**Parent 2**)

(together referred to as the **Parents**)

and

Jennifer Hetherington (the **Parenting Coordinator**)

1. This Agreement commences on the date it is signed by all parties to the Agreement.
2. The Parents appoint the Parenting Coordinator to assist us as set out in this Agreement and agree to contact the Parenting Coordinator to organise our respective intake sessions within 7 days of signing this Agreement.
3. The Parents agree to attend all sessions, whether joint or individual, as required by the Parenting Coordinator. Those sessions will typically occur once per 4 to 6 weeks but may be required more or less frequently, particular at the beginning of the process. The parties may organise extra sessions, jointly or individually with the Parenting Coordinator.
4. The Parents understand that the Parenting Coordinator will:
 - 4.1. assist in the resolution of disagreements that arise out of the implementation of our parenting orders or parenting plan regarding the parenting arrangements for our child/ren.
 - 4.2. provide us with information, education, and coaching around healthy conflict resolution and communication to improve our ongoing parenting relationship for the benefit of our child/ren and prevent disputes from arising.
 - 4.3. provide us with education about the developmental needs of our child/ren as they mature and the effect of ongoing parental conflict on them.
5. We agree that this Agreement is a binding contract and that failure to pay or attend sessions as requested by the Parenting Coordinator is a breach of this Agreement which, if our matter is in Court, may be reported to the Court.
6. We understand that it is in the child/ren's best interests when parents do not engage in conflict. Therefore:
 - 6.1. we will attempt to resolve our issues in a mutually satisfactory manner between ourselves whenever possible.

- 6.2. if issues cannot be resolved between us, either one of us may request the assistance of the Parenting Coordinator.
- 6.3. the Parenting Coordination will first engage in a process to help us resolve disputes.
- 6.4. if efforts to negotiate a resolution of an issue are unsuccessful, then the Parenting Coordinator shall provide us with her direction as to the resolution she considers to be in the best interests of our children. We understand this is not legally binding on us. It will be made based on disclosures made during the negotiation process as well as all other information gathered by the Parenting Coordinator during her appointment and will be directed to the implementation, not the amendment of any existing Parenting Orders or Parenting Plan. Written reasons for the direction made will be given and will form part of the non-confidential record of the parenting coordination process. The direction and the written reasons will be available to be produced to the Court in any subsequent litigation between the Parents.
7. If the Parenting Coordinator believes it would help make any direction required, she may arrange a Child Consultant speak to the child/ren and contact third parties including but not limited to the child, teachers, medical care providers, caregivers, or lawyers and review any relevant documents that, in her opinion, would be helpful to the decision-making process. We agree to sign any necessary authorities for the release of the requested information and agree that this Agreement can be produced to the relevant third party from whom information is sought as evidence of our agreement to the release of information to the Parenting Coordinator. The Parenting Coordinator will attempt to help us resolve our own disputes in the first instance and will advise us before contacting anyone associated with ourselves or our child/ren.
8. The overriding concern in the resolution of all issues is the best interests of the child/ren.
9. The following disputes are examples of disputes that may be submitted to the Parenting Coordinator for resolution, subject to the overriding provision that it is not the role of the Parenting Coordinator to change any existing Parenting Orders or Parenting Plans, but rather to assist in the implementation of existing orders with as little conflict between the Parents as possible:
- 9.1. disputes about parenting time, including but not limited to temporary changes in the regular schedule, organising make-up time, organisation of special occasions and holidays not provided for in the orders;
- 9.2. interpretation of orders where there is ambiguity or conflicting clauses;
- 9.3. disputes regarding the child/ren's activities or schooling;
- 9.4. disputes related to the child/ren's medical issues;
- 9.5. other child-related matter upon which we cannot agree (other than permanent changes to parenting time); and
- 9.6. matters related to parental conflict that is harming or may harm our child/ren.
10. The Parenting Coordinator's work with the family is **not** confidential. The Parenting Coordinator may share information between us, except for what was discussed during our intake sessions. The Parenting Coordinator's file will be available to be used as evidence in any subsequent and related Court proceedings that arise between us concerning our child/ren. The Parenting Coordinator may also disclose the following information to third

parties:

- 10.1. If the Parenting Coordinator has a reasonable suspicion that a child may be subject to maltreatment or neglect,
 - 10.2. If the Parenting Coordinator has a reasonable suspicion that either of us or another person may be subject to bodily harm, or
 - 10.3. If the Parenting Coordinator learns that either of us may intend to commit a crime.
11. This contract cannot cover all the particulars that may arise in every situation. The parties agree that the Parenting Coordinator may need to establish new rules and guidelines to fit our unique relationship. The fundamental principles governing all rules and guidelines are:
- 11.1. conflict for the parties will be minimised; and
 - 11.2. decisions will be made in the best interests of the child/ren.
12. If the Parenting Coordinator deems herself no longer able to work with either of us in an unbiased or productive manner, then she will provide each of the Parents with written notice, which will bring this Agreement to an end. Where Parenting Coordination has been court-ordered, the Parenting Coordinator will notify the Court and request that the appointment be vacated.
13. Appointments with the Parenting Coordinator may be scheduled at the request of either parent or the Parenting Coordinator. The Parents agree to make a good faith effort to be available when meetings are requested and will share equally in the costs of the total time unless otherwise agreed.
14. The Parenting Coordinator will make every good-faith effort to contain the costs to the parties.
15. Session times with each of us will be approximately 45 minutes in length. Joint sessions will be approximately 90 minutes in length. The format of sessions (whether in person, by shuttle or by video conferencing) will be determined by the Parenting Coordinator based on her assessment of the process that will best assist us.
16. The Parenting Coordinator's role is in effect for two years but may be terminated earlier by written agreement of both parties. If the Parenting Coordinator is appointed by order of the Court for an indefinite period or a specific period then the Parenting Coordinator appointed can only be terminated within that period on the application of either parent, by further order of the Court.

FEE ARRANGEMENTS

17. The Parents agree to each pay the Parenting Coordinator at the rate of \$300 + GST (\$330) per parent per session. Time spent outside of joint or individual sessions reviewing documents, participating in interviews or telephone calls, or electronic communications with lawyers, the Parents, the Court or necessary third parties, and the deliberation and drafting of decisions, preparing for and attending any court hearing or reporting to the Court will be charged at \$350 + GST (\$385) per hour.
18. An initial payment of \$605 (inc. GST) is required from each parent. This covers the individual intake session and Our Family in Two Homes resource.
19. Sessions for each of us individually and separately with the Parenting Coordinator will be

invoiced in advance of sessions. Payment will be due 7 days before the session or on receipt of the invoice if scheduled within 7 days. If payment is not received by the due date, the session will be cancelled and will not be rescheduled until the invoice is paid.

20. Despite the above, costs will be shared equally between the parties, unless otherwise agreed. The Parenting Coordinator reserves the right to assess costs disproportionately, if, at the sole discretion of the Parenting Coordinator, either of us is acting unreasonably or not in good faith, creates unnecessary problems in the resolution of an issue, or unnecessarily utilises a disproportionate amount of the Parenting Coordinator's time. The Parenting Coordinator will inform us of her intent, in writing, before any assessment of disproportionate costs.
21. If one of us cancels a joint session it is expected that we will cancel with the Parenting Coordinator and the other parent.
22. If one party cancels or fails to attend any joint session without at least 72 hours' notice to both the Parenting Coordinator and the other parent, the parent who has failed to attend will be 100% responsible for the payment of both Parents' fees for the session or sessions booked but not attended and their retainer will be paid to the other parent to reimburse them. The parent who cancelled or failed to attend is required to pay a cancellation fee of \$330 within 7 days and before any further sessions can be booked.
23. I have had the opportunity to obtain legal advice before signing this Agreement and agree to abide by the provisions of this Agreement.

The Parties and the Parenting Coordinator have signed this as an Agreement.

_____ Signed by Parent 1	Date: _____
_____ Signed by Parent 2	Date: _____
_____ Signed by Jennifer Hetherington Parenting Coordinator	Date: _____