

AGREEMENT FOR PARENTING COORDINATION SERVICES

BETWEEN: _____

(FATHER)

AND

(MOTHER)

CASE NO: _____ DIVISION: _____

PRINCIPLES

The parents acknowledge that their child(ren) will benefit from a meaningful relationship with both parents, that parental conflict will impact negatively on their child(ren)'s adjustment, and that every effort should

The role of a PC includes but is not limited to:

1. De-escalating parental conflict;
2. Prioritizing the child(ren)'s best interests;
3. Promoting the child(ren)'s optimal adjustment; and
4. Resolving issues/disputes in a time and cost efficient manner.

ROLE AND OBJECTIVES OF THE PARENTING COORDINATOR

The parents agree to retain Dr. Shannon Voor in her role as PC to act as a neutral third party to expeditiously resolve issues that arise from the implementation of the Parenting Plan in a manner consistent with the child(ren)'s best interests and in a manner that attempts to minimize parental conflict. The PC may provide consultation to the parents and may coach and educate them about ways to better communicate about the child(ren) and about ways to better communicate with each other, with the ultimate goal of helping the parents resolve issues amicably and efficiently on their own, without having to involve the PC.

Parenting Coordination involves two components: (1) The PC attempting to resolve issues arising out of a Property Settlement Agreement, Parenting Plan or Court Orders through facilitation, consultation, coaching and education, all being non-decision making functions; (2) If it is apparent to the PC that continued similar efforts are unlikely to resolve the issue, then to resolve the dispute, the PC may make decisions in accordance with the Property Settlement Agreement, Parenting Plan or Court Orders.

PARENTING COORDINATION SERVICES

The PC may not over-ride any Court Order.

The scope of the PC's role may include any of the following:

1. Assist with implementation, maintenance and monitoring of the Property Settlement Agreement, Parenting Plan, and/or Court Orders;
2. Address any conflicts in the child(ren)'s scheduling that occur;
3. Address any difficulties related to the child(ren)'s transitions between the parents, including codes of conduct and transportation;
4. Develop any additional clarifying clauses that may be required given situations and events that occur that were not initially anticipated when the Parenting Plan was developed;
5. Monitor the child(ren)'s adjustment;
6. Assist in the maintenance of the child(ren)'s relationship with each parent;
7. Assist the parents in communicating more effectively when possible and, when not possible, assist in disengaging the parents;
8. Assist the parents with the exchange of information about the child(ren) (i.e., health, welfare, education, religion, routines, day-to-day matters, etc.) that may be otherwise impossible and/or ineffective, in accordance with the methods provided for in the Property Settlement Agreement, Parenting Plan or Court Order;
9. Where parents have joint custody and on consent and/or by Order of the Court, to make final decisions relating to "major" decisions (i.e., health, education, welfare and religion) if the parents are unable to come to a mutual agreement;
10. If necessary, make binding decisions pertaining to temporary changes to the usual and/or holiday parenting time schedule, to accommodate special events or circumstances for the child(ren) and/or the parents;
11. Where not addressed by the Property Settlement Agreement, Parenting Plan or Court Order, resolve conflicts concerning the child(ren)'s participation in recreation, enrichment or extra-curricular activities, lessons and/or programs;
12. Address movement of the child(ren)'s clothing, equipment, toys and personal possessions between households;
13. Address matters relating to the child(ren)'s local and out-of-town travel with one parent (i.e., protocol relating to passport exchange, itinerary, notarized permission letter, telephone calls with the non-resident parent, etc.);
14. Clarify and resolve different interpretations of the Property Settlement Agreement, Parenting Plan or Court Orders; and,
15. Resolve conflicts concerning day-to-day health care, education, activities and events that are not otherwise allocated for in the Property Settlement Agreement, Parenting Plan or Court Orders.

TERMS AND AGREEMENT TO COOPERATE

Dr. Shannon Voor is a licensed psychologist and has relevant knowledge including: child development; family systems theory; the effects of separation/divorce on children, adolescents and adults; high conflict families; and psychological functioning. She is not functioning as a psychotherapist for either parent, the child(ren) or the family. The parents acknowledge this appointment and the decision-making granted herein to the PC. The parents further acknowledge that Dr. Shannon Voor has the requisite professional qualifications and professional skills to provide the service of PC.

The parents shall cooperate with the PC and agree to be bound by this Agreement.

The PC and the parents shall set a time and place for meeting within fourteen (14) days of the execution of this Agreement.

The parents will sign all Releases of Information requested by Dr. Shannon Voor to implement the parenting coordination process. The parents shall provide all records, documentation and information requested by the PC as soon as possible.

The parents agree that the PC can perform the function of parenting coordination described herein. The agreed to term of service stated below will be upheld notwithstanding that facilitated negotiation is part of the process and with the understanding that in other contexts (e.g., mediation) and/or if there is no Court Order, a parent may withdraw from the process at any time.

The duration (term) of the parenting coordination shall be for a period of twelve (12) months from the date of this Agreement and/or consistent with the Court Order. To avoid a hiatus in services, the parents shall advise the PC and the other parent in writing no less than 2 months in advance of the expiration date of services whether or not they wish to renew the Agreement.

The PC may resign any time she determines the resignation to be in the best interest of the child(ren), or if she is unavailable to serve out her term, upon thirty (30) days notice.

Neither parent may unilaterally withdraw from this Agreement during its term. With joint written consent, both parents may terminate this Agreement so long as it does not violate a Court Order. Should one parent choose not to participate in the resolution of any issue, the PC may proceed and fulfill her decision-making role.

The PC process is not confidential and the PC may provide information and/or a report to the Court, the parties and their attorneys. Upon request of one or both parents, Dr. Shannon Voor shall issue a written or oral report to the parents, their attorneys and the Court. The party requesting the report will be responsible for all associated fees of generating said report. Any such report may be submitted as evidence in legal proceedings.

The PC may meet separately with each party for the purpose of screening the parties for violence and power imbalances as well as other issues. The parties agree that PC's notes from such meetings shall remain confidential to the PC and will not be disclosed to the parties. The PC is not an attorney and will never provide legal advice.

The parents shall provide copies to the other parent of all written reports from collateral sources that they provide to the PC, unless otherwise directed by the PC.

THE PARENT COORDINATION PROCESS

If either parent has an issue relating to the child(ren) and/or the Parenting Plan that cannot be resolved with the other parent following reasonable efforts to do so, he/she may contact the PC. The PC shall have the authority to determine the protocol of all contacts and interviews, including who shall be required to attend such meetings.

The PC may communicate with one parent without the other being present. The PC may communicate with the attorneys and/or Court jointly and/or separately. The PC shall be entitled to pursue matters submitted by meeting with the parents jointly and/or individually, reviewing written materials, and considering other information the PC deems relevant. In addition, the PC may consult with other professionals, family members, therapists, custody evaluators, educators, healthcare professionals or other individuals the PC determines to be relevant to the understanding of the issues.

The PC may interview and/or observe the child(ren) privately and/or with one or both parents present. The PC will disclose information obtained from the child(ren) only with the child(ren)'s consent and/or at the PC's discretion.

There will be no confidentiality concerning communications between the parents and the PC, and any third parties the PC may consult. The PC may disclose all, part or none of any information she may have received from the other parent, the child(ren) or third parties.

EXCLUDED FROM THE PC'S DECISION MAKING ROLE

The following issues are excluded from the scope of the PC's decision-making authority:

1. A change in the geographic residence (relocation) of the child(ren);
2. A change in legal custody (i.e., final decision-making authority).

CHILD ABUSE REPORTING AND RISK OF HARM

The PC is required to report to Child Protective Services and/or other relevant authorities if she has a reasonable suspicion that the child(ren) have or are in danger of experiencing neglect, harm or abuse.

The PC is obligated by law to notify the proper authorities if she has reasonable suspicion that a client may harm himself/herself or another individual.

FEEES

The fee for Parenting Coordination is based upon the time spent by the PC. The hourly rate is \$200.00. Time is billed in increments of tenths (.10) of an hour. Fees are applied to all time expended in any and all professional activities, including administrative matters associated with the PC process and/or arising from the PC process. This includes but is not limited to time spent reviewing documents and correspondence, voice-mail, e-mail, travel, meetings as well as telephone calls with parents, their counsel and other professionals. Billed charges also include any unpaid fees charged retroactively from the time that services are initially requested and the file is opened. This also includes disbursements paid to collateral sources for verbal and/or written reports and agency/hospital reports. Fees will be applied to time required for deliberation and writing of memos and decisions. Fees for testifying in court, preparation time for testimony and related travel time will be paid by the party that subpoenas the PC

to testify. Fees for court appearances, testimony preparation, travel time and testimony shall be paid in advance in the form of a retainer as determined by the PC.

There is considerable cost to opening the client file and scheduling initial meetings. A non-refundable administrative fee of \$200.00 payable by each parent, or in proportions that they have agreed to or as ordered by the Court, will be applied once the referral has been accepted.

Record keeping requirements make it necessary to log and make a record of each and every e-mail, telephone call and/or message. For this reason, a minimum fee (.10 or 6 minutes) will be charged for each telephone and e-mail contact. These charges will not apply to contacts solely regarding scheduling.

The parents shall share fees equally unless indicated otherwise. Each parent shall provide an initial retainer of \$600.00 prior to services being provided by the PC. Parties shall be advised in advance when further retainer is required. A minimum retainer (security deposit) of \$400.00 shall be maintained in the PC's account at all times to be returned to the parents at the end of the PC's tenure, less any balance due by either party. If the above terms are not satisfied, the PC will postpone all services until the retainer terms are met. Non-payment of fees shall be grounds for the resignation of the PC with notice provided by the PC of her intention to resign and allowing either party a reasonable period of time to obtain a Court Order requiring payment of the account balance before resigning. In the period after notice is given, the PC need not provide any services to the parents until the retainer is fully maintained.

If one of the parties fails to provide his/her fees as set forth above, the PC may proceed and the fees for same may be paid by the other party. Such shall not be deemed to affect the ability of the PC to perform her decision making function for the duration of her tenure. Any such over-payment may be addressed in Court by the party who overpaid his/her share.

Parents will be billed for any scheduled appointment in which there is less than twenty-four (24) business hours notification prior to cancellation. Each parent will be responsible for fees arising from his/her own cancellation with insufficient notice and/or failure to attend a scheduled appointment.

Absent a Court Order, the PC may modify the allocation of fees if she believes one parent is using her services disproportionately and, as a result, is causing the other parent greater expense.

GRIEVANCES

If either parent has a grievance about the manner in which the PC is working with him/her on any issue, he/she shall discuss their concern with the PC in person prior to taking any other action. If, following the discussion, the parent is not satisfied that the grievance has been adequately addressed, then he/she shall submit a written letter detailing the grievance to the PC, the other parent and to the attorneys representing the parents and/or child(ren). The PC shall provide a written response to the parents and attorneys within twenty (20) days.

If the letter set out above does not resolve the complaint, the PC will then meet with the complaining parent and his/her counsel to further discuss the matter.

If the grievance is not resolved after this meeting, the complaining party may file a motion with the Court to remove the PC. The motion shall proceed on the written documents submitted by both parents and the PC, unless the Court orders a hearing.

The parent(s) who initiates the complaint to remove the PC shall be responsible for the time and associated fees of the PC for the complaint process as well as any associated legal fees incurred by the PC in defending against the claim, and waives the right to have this countermanded by Court Order or any other means.

Any binding arbitrated decision shall be implemented and adhered to during the time the complaint process is in effect.

The PC reserves the right to protect herself from vilification, attacks to integrity, physical, verbal or implied threats, intimidation, assault, vandalism or destruction of property. Such self-protection can include any reasonable strategy to place safeguards on the PC's well-being and the integrity of the PC service. The PC reserves the right to bring legal or police remedy to concerns arising to the integrity or safety of the PC at the expense of the offending party. Such actions taken by the PC to ensure self-protection shall not give cause for the termination of the PC, nor shall such actions preclude the PC from providing the PC service as per this Agreement. Further, parents agree not to badmouth the PC to any other persons whatsoever, be it verbally, in written material, electronically or by making negative comments available on the Internet.

The parents, or anyone acting on their behalf, agree not to bring any actions for damages or any other claims of any kind or character against the PC for any acts or omissions in the course of carrying out her duties. They further agree to waive any and all right to address any issue against the PC through the Kentucky State Board of Psychology, any Court or any other process not here specifically contemplated in this or any other jurisdiction.

If, however, a complaint is registered through the Kentucky State Board of Psychology, any Court or any other process not here specifically contemplated in this or any other jurisdiction, the PC retains the right to seek dismissal or withdrawal of the complaint and may rely upon any documentation generated throughout the PC process or any other material available to her as a result of the PC process, in defense of the complaint against her.

The parent who files a complaint shall be responsible for the time and associated fees of the PC for the complaint process as well as any associated legal fees incurred by the PC in defending against the claim, and waives the right to have this countermanded by Court Order or any other means.

The parents agree that if the PC is called to Court or any other form of meeting, or if she is asked for any report or documents, she shall be compensated fully for all time required to prepare and attend, whether or not called by subpoena or by other request and that this will be paid in advance by retainer as per the most current fee schedule. Payment is the responsibility of the person requesting and/or requiring Court attendance and/or meetings and/or reports/documents unless otherwise agreed by the parties. Delivery of a report and/or other work may be withheld pending receipt of any outstanding payment. Further, the PC shall be entitled to retain independent legal counsel and to be compensated for the cost thereof on a substantial indemnity basis in circumstances where in her sole and arbitrary determination, her integrity, independence, and quality of service are called into question or in any circumstance where she is required to attend and answer questions in accordance with any subpoena, Court Order or any other request, whether requiring attendance in person or by any other means such as correspondence, fax, email or telephone.

The parents waive any claim or right of action against the PC for any matters arising out of the functions performed in good faith by the PC under this Agreement.

The parents agree that as a result of their conflict of opinions, interests or wishes, the PC must facilitate or make decisions in their child(ren)'s interest, that while good intentioned, may result in actual harm to the child(ren). In view of the same, the parents hold the PC harmless for any negative impact that may befall the child(ren) as the result of the PC's involvement, guidance or binding recommendations.

TERMINATION OR WITHDRAWAL FROM PARENTING COORDINATION

The PC's mandate terminates when:

1. The term of service of this Agreement expires;
- 2 The PC resigns;
3. The parties agree to terminate; and/or
4. The Court removes the PC.

The PC's resignation or the parties' agreement to terminate the PC's mandate does not imply acceptance of the validity of any reason for challenging or removing the PC.

Signature of Father

Date

Printed Name of Father

Signature of Mother

Date

Printed Name of Mother

Dr. Shannon Voor, Parenting Coordinator

Date