



## PARENTING COORDINATION AGREEMENT

**Between**

**Parent 1 Full Name**

**(Parent)**

**Parent 2 Full Name**

**(Parent)**

**PC Full Name**

**(Parenting Coordinator)**

1. This Agreement shall commence on the date it is signed by all parties to the Agreement and continue for a period of **2 years** unless otherwise terminated by Order of the Court, or by the PC or either party pursuant to the terms of this agreement.
2. The parents appoint the Parenting Coordinator to assist them as set out in this agreement and attend all such sessions, whether joint or individual, as required by the PC. Those sessions will typically occur once per month but may be required more frequently. The parties may organize extra sessions, jointly or individually with the PC.
3. The Parenting Coordinator (PC) will: -
  - a. Assist in the resolution of disagreements that arise out of the implementation of our **parenting orders or parenting plan made/dated <insert date>** in relation to the arrangements for our children, a copy of which is attached to this agreement.
  - b. Provide us with information, education and coaching around healthy conflict resolution and communication with a view to improving our ongoing parenting relationship for the benefit of our children and preventing disputes arising.
  - c. Provide us with education in relation to the developmental needs of our children as they mature and the effect of ongoing parental conflict on them.
4. We agree that this agreement shall serve as a binding contract.
5. We understand that it is in child/ren's best interests when parents do not engage in conflict. To that end we will attempt to resolve our issues in relation to the parenting of our children and the implementation of our parenting orders or parenting plan ("parenting disputes") in a mutually satisfactory manner between ourselves whenever possible. If those parenting disputes



cannot be resolved between us, either one of us may request the assistance of the PC, either as part of our regular sessions or in extra sessions. in the resolution of any parenting dispute.

6. If efforts to negotiate a resolution of an issue are unsuccessful, then the PC may, in the discretion of the PC, provide us with his/her non-binding direction as to the resolution the PC considers to be in the best interests of our children, 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 PC believes it would be helpful, the PC may speak to the child 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 the opinion of the PC, would be helpful to the parenting coordination process. The parents will sign any necessary authorities for the release of 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 PC. The PC will advise us prior to contacting anyone associated with ourselves or our child/ren.
8. The overriding concern in the resolution of all parenting disputes is the best interests of our child/ren.
9. The following parenting disputes are examples of disputes that may be submitted to the PC for resolution, subject to the overriding provision that it is not the role of the PC to change any existing parenting order but rather to assist in the implementation of any such order with as little conflict between the parents as possible:
  - Disputes about issues of shared parental decision making.
  - Any disputes about parenting time in accordance with the parenting order, including but not limited to requests for one off changes in the regular schedule, organizing make up time, the organization of special occasions and holidays not provided for in the orders;
  - Any disputes regarding the child/ren's activities or schooling;
  - Any disputes related to the child/ren's medical issues or needs;
  - Any other child-related matter not provided for in the parenting

orders or parenting plan or which is provided for, but in relation to the implementation of which, we cannot agree;

- Any matter related to parental conflict that is having an adverse effect on our children.
10. The PC's work with the family is reportable upon an order for such report being made by the Federal Circuit and Family Court of Australia or any other Court exercising jurisdiction under the Family Law Act 1975 (FCFOA). A report will not be provided other than in accordance with an Order of the Court.
  11. The PC's file will be available to be used in evidence in any subsequent and related Court proceedings that arise between us in relation to our children upon the production of such file pursuant to a subpoena issued by the FCFOA, but not otherwise than in accordance with such subpoena.
  12. The communication between each of the parents and the PC is not confidential as between each of the parents and the PC and the PC may disclose any communication had with one parent to the other, in the discretion of the PC.
  13. Except as otherwise provided for herein, or as otherwise agreed between the parties in writing or as Ordered by the Court, neither the parents nor the PC shall disclose any information obtained or shared in the PC process to third parties.
  14. The PC may disclose the following information to third parties:
    - a. when the PC has a reasonable suspicion that a child/ren may be subject to maltreatment or neglect,
    - b. that either of us or another person may be subject to bodily harm, or
    - c. if the PC learns that either of us may intend to commit a crime.
  15. This contract cannot cover all the particulars that may arise in every situation. The parties agree that the PC may need to establish new rules and guidelines to fit their unique relationship. The fundamental principles governing all rules and guidelines are:
    - a. conflict between the parties should be minimized, and
    - b. decisions made by the parents will be made on the primary basis of what is in the best interests of the child/ren.
  16. Appointments or telephone contacts with the PC may be scheduled at the



request of either parent or the PC. All parties agree to make a good faith effort to be available when contacts are requested, and will share equally in the costs of the total time, unless otherwise agreed.

17. In the event the parties are attending PC pursuant to a Court Order for them to engage in that process then this agreement shall be terminated only by further Order or joint agreement in writing by both parents.
18. In the event the parties are attending PC privately, that is, not pursuant to a Court Order for such attendance then either party, or the PC may terminate this agreement by giving written notice to each party to this agreement.

## FEE ARRANGEMENTS

19. We agree to pay the PC at the rate of \$<> + GST per hour. Time spent reviewing documents, participating in interviews, phone conferences, telephone calls (the preceding 3 items of work being outside intake sessions or organized joint sessions), mail or electronic communications with lawyers, parties or necessary third parties, and the deliberation and drafting of non-binding directions will be charged at \$<>/hour.
20. In the event the PC is ordered by the Court to prepare a report for the Court the parties shall pay the PC for such preparation at the rate of \$<> per hour and the release of any such report shall be conditional on the payment of the fee charged for that work.
21. In the event the PC's file is subpoenaed for production the parties agree to pay the PC's fee for preparing and delivering their file to the Court in answer to that subpoena calculated at the rate of \$<> per hour and compliance with such is subpoena is conditional on the payment of the fee charged for that work.
22. In the event the PC is subpoenaed to give evidence, the parties shall pay the PC for the time spent, including waiting and travelling time to and from Court and further including preparation time, calculated at the rate of \$<> per hour and the giving of evidence shall be conditional on the payment of the fee charged for that work.
23. Fees are to be paid in advance for all session and work conducted outside of joint or individual sessions between the PC and the parents. We will receive a statement of account periodically in relation to the work billed for. The PC may request further amounts to be paid according to the amount of work being done. Such requests shall be paid within 7 days or services may be suspended. At the end of the Parenting Coordination process, any amounts paid in advance but not billed shall be refunded to the parties in the

proportions in which each of them has contributed to the payment in advance.

24. Fees will be paid in accordance with the terms of the Court Order appointing the PC. In the absence of such order or any other agreement in writing between the parents, fees will be shared equally between the parties.
25. The PC reserves the right to assess costs disproportionately, if in the sole discretion of the PC, either of the parents is acting unreasonably or not in good faith, creates unnecessary problems in the resolution of an issue, or in other ways unnecessarily utilises a disproportionate amount of the PC's time. The PC shall inform the parents of that intent, in writing, prior to any assessment of disproportionate costs.
26. In the event that one party fails to attend any session without at least 72 hours notice to both the PC and the other parent, the parent who has failed to attend will be 100% responsible for the payment of the fees for the session or sessions booked but not attended.
27. If a session is cancelled with less than 72 hours notice a fee may be charged commensurate with the amount of time scheduled for that day. If one parent cancels a joint session that parent will cancel with the PC and the other parent. If one parent fails to attend a scheduled appointment, or fails to cancel with both the PC and the other parent, then that person shall be responsible for the entire cost of the scheduled time
28. I have read the above contract and have had the opportunity to obtain independent legal advice.

**THE PARTIES AND THE PARENTING COORDINATOR have executed this as an agreement. I/we certify that I have read this information and fully understand the contents and will abide by the conditions set out.**

\_\_\_\_\_  
Parent 1 Full Name

Date:        /        /

\_\_\_\_\_  
Parent 2 Full Name

Date:        /        /

\_\_\_\_\_  
PC Full Name

Date:        /        /