



PARENTING COORDINATION AGREEMENT

Between

Parent A

and

Parent B

(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 Parents 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 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 it must be signed before our first session with the Parenting Coordinator. Failure to pay invoices 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 may provide us with her direction as to the resolution she considers to be in the best interests of our child/ren. 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. The reasons for a recommendation 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 recommendation or process decision, 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. Substantive issues that are part of ongoing litigation or negotiation will not be brought to or negotiated at Parenting Coordination sessions. The following matters are examples of issues that may be submitted to the Parenting Coordinator for discussion and resolution, subject to the overriding provision that it is not the role of the Parenting Coordinator to change any existing Parenting Orders, but rather to assist in the implementation of existing orders with as little conflict between the Parents as possible:
 - 9.1. parenting time, including but not limited to temporary changes in the regular schedule, organising make-up time, swapping time, organisation of special occasions and holidays not provided for in the orders. Specifically, this does not include permanent changes to parenting time;
 - 9.2. interpretation of orders where there is ambiguity or conflicting clauses;
 - 9.3. the child/ren's activities or schooling;
 - 9.4. 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 communication or conflict.
10. The Parenting Coordinator's work with the family is **not** confidential. The Parenting Coordinator may share information between us, and/or with our legal representatives. 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/ren 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. It is agreed that the Parents will not share information about the PC process, or other documents, correspondence or communications with anyone who is not part of the process. A formal request to do so must be obtained from the Parenting Coordinator before any such attempt to do so occurs.
 12. Copies of the Parenting Coordinator's notes or file will not be made available unless requested under a Subpoena, or by order of the Federal Circuit and Family Court of Australia.
 13. The Parenting Coordinator will not prepare a report at the request of the parties or their legal representatives. The Parenting Coordinator will only prepare a report pursuant to a Court Order or at the request of the Independent Children's Lawyer, and the report will be provided directly to the Court or Independent Children's Lawyer (not to the parties or their legal representatives).
 14. Preparation time for the production of a file or report will be charged at the Parenting Coordinator's hourly rate, pro rata and will be borne equally by the Parents unless ordered otherwise. The file or report will not be produced until the Parenting Coordinator's invoice is paid in full.
 15. This contract cannot cover all the particulars that may arise in every situation. The Parents 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:
 - 15.1. conflict for the Parents will be minimised; and
 - 15.2. decisions will be made in the best interests of the child/ren.
 16. 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 Parents are responsible for notifying the Court and requesting that the appointment be vacated and a new Parenting Coordinator appointed. The Parenting Coordinator may suggest to the Parents the names of other potential Parenting Coordinators.
 17. 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.
 18. The Parents will share equally in the costs of joint meetings unless otherwise agreed. Any individual meetings will be paid by the Parent attending the meeting, unless otherwise agreed between the Parents and the Parenting Coordinator.
 19. Session times with each of us will be approximately 45 minutes in length. Joint sessions will be approximately 90 minutes in length. If Parenting Coordination is conducted by way

of shuttle, meetings will be 2 hours in length.

20. Unless there is an Order stating otherwise, the Parenting Coordinator's role is in effect for two years but may be terminated earlier by written agreement of both Parents. 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.

MEETINGS

21. No-one other than the Parents may attend a meeting without the prior written consent of the Parenting Coordinator. Their attendance will be subject to conditions set out by the Parenting Coordinator. Their attendance may be cancelled at any stage before or during a meeting if the Parenting Coordinator considers it appropriate to do so. Anyone the Parenting Coordinator agrees may attend a meeting in any capacity must be over 18 years of age and they must abide by the conditions set out in this Agreement.
22. Everyone attending the meeting will come prepared for the meeting and prepared to discuss the topics raised, wearing appropriate attire, be free from distractions and interruptions and set up in an appropriate private location.
23. The Parents understand that improving communication is a critical part of the Parenting Coordination process and that for Parenting Coordination to be effective, each Parent must have an opportunity to speak and share their views. The Parents will not attempt to monopolise the conversation or take up more time than the other Parent in discussions. The Parenting Coordinator may end a line of discussion or a private session with a Parent if she considers it important to the Parenting Coordination process for her to do so.
24. The format of meetings will be decided by the Parenting Coordinator (whether in person, online or shuttle) and may be varied from time to time as the Parenting Coordinator considers appropriate.
25. For sessions conducted via video conferencing, the Parents agree to the following:
 - 25.1. We will ensure that no-one can overhear the meeting;
 - 25.2. We will have headphones available for the meeting and use them;
 - 25.3. We will have a private space available for the meeting with a webcam and not connect from a mobile phone;
 - 25.4. We will **not** record any aspect of the meeting on any device;
 - 25.5. We will **not** share the content of Zoom invites, Teams invites, online chats or other documents or communications with anyone who is not part of the process;
 - 25.6. We will immediately bring to the attention of the Parenting Coordinator if anyone other than a party to the meeting can hear and/or see part of the meeting, or any content that is not part of the discussion;
 - 25.7. We will not share the video conference link and/or password with any person;
 - 25.8. We will ensure we have appropriate technology, including downloading the Zoom or Teams app and ensuring a stable internet connection before the meeting;
 - 25.9. If a meeting needs to be rescheduled or is substantially delayed or ends early due

to a lack of technology, privacy or internet, cancellation fees apply; and

25.10. The Parenting Coordinator will not be held responsible for any breach of confidentiality due to the failure in any audio-visual technology/equipment.

FEE ARRANGEMENTS

26. The Parents agree to each pay the Parenting Coordinator at the following rates:
 - 26.1. Initial individual session and resources: \$605 per parent (\$550 + GST)
 - 26.2. Subsequent sessions (45 mins individual or 90 mins if joint): \$385 per parent (\$350 + GST)
 - 26.3. Subsequent joint sessions if via shuttle (2 hours): \$517 per parent (\$470 + GST)
27. Time spent outside of joint or individual sessions doing the following will be charged at \$517 (\$470 + GST) per hour:
 - 27.1. reviewing documents;
 - 27.2. reviewing communication in a parenting app or emails between the Parents;
 - 27.3. participating in interviews or telephone calls, or electronic communications with lawyers, the Parents or necessary third parties; and
 - 27.4. the deliberation and drafting of agreements or recommendations.
28. If the Parents require the Parenting Coordinator to attend to the work set out in paragraph 27, they will be invoiced in advance. The Parenting Coordinator will not undertake any of that Work until the invoice is paid (including replying to emails from a Parent).
29. The Parenting Coordinator will provide periodic statements of account for this work, but will not be required to provide an itemised invoice of each task undertaken.
30. The Parenting Coordinator may invoice further amounts to be paid in advance according to the amount of work being done. Those invoices must be paid by the due date, or services may be suspended at the discretion of the Parenting Coordinator. At the end of the Parenting Coordination process, any amounts paid in advanced but not used will be refunded to the parties in the proportions in which each of them has contributed to the payment in advance.
31. Any discussions between the Parenting Coordinator and a Parent must be booked as a individual session. The Parenting Coordinator will not accept ad hoc telephone calls outside of a booked individual session.
32. The Parenting Coordinator will charge an hourly rate of \$470 +GST (\$517) per hour for any of the following:
 - 32.1. producing documents to the court in compliance with a Subpoena;
 - 32.2. preparation of a Report; and
 - 32.3. preparing for and attending court appearances or meetings, including travel time and waiting time. If the Parenting Coordinator is required to travel to a court location

outside of Brisbane, the Parenting Coordinator's travel costs will be paid by the Parents including airfares and accommodation booked by the Parenting Coordinator.

33. The Parenting Coordinator will not be required to take any of the actions set out in paragraph 32 until her invoice for the work is paid. The Parents accept and agree that time spent at Court and waiting can only be estimated so there may be additional fees payable to the Parenting Coordinator, or some fees to be refunded, depending on the time taken at Court (including travel and waiting time).
34. An initial payment of \$550 + GST (\$605) is required from each parent within 7 days of signing this Agreement or at least 2 business days before the first individual session, whichever is earlier.
35. Sessions for each of us individually and separately with the Parenting Coordinator will be invoiced in advance of sessions. Payment will be due 14 days before the session or on receipt of the invoice if scheduled within 14 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.
36. Despite the above, costs will be shared equally between the Parents, unless otherwise agreed or ordered. 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.
37. If the Parents agree that one Parent will pay for joint Parenting Coordination sessions (or more than 50% of the cost of them), if the other Parent requires an individual session (whether at their request or the request of the Parenting Coordinator) or wishes to communicate via email with the Parenting Coordinator outside of scheduled sessions, the Parent making that request, or wishing to communicate with the Parenting Coordinator is solely responsible for the fees associated with that communication.
38. If one Parent cancels a joint session, we must notify both the Parenting Coordinator and the other Parent.
39. If one Parent cancels or fails to attend any joint session without at least 7 days' 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. The parent who cancelled or failed to attend is required to pay a cancellation fee of \$440 within 7 days and before any further sessions can be booked.
40. An individual session cancelled with less than 48 hours' notice to the Parenting Coordinator will be subject to a cancellation fee of the session cost. Individual sessions cancelled with 48 hours' notice or more can transfer the fees to another session.
41. If one Parent is meeting all of the fees of the Parenting Coordination process, then regardless of that arrangement, if the other Parent cancels or fails to attend an individual within less than 48 hours' notice, or joint session with less than 7 days' notice, the Parent who cancelled or failed to attend the session must pay the fee for that session within 7 days of an invoice from the Parenting Coordinator.
42. The Parents agree the rates set out in paragraphs 26, 27, 32 and 34 of this Agreement will be varied by an additional 5% from the previous year, on 1 July each year.

43. I have had the opportunity to obtain legal advice before signing this Agreement and agree to abide by the provisions of this Agreement.

The Parents and the Parenting Coordinator have signed this as an Agreement and agree to all parties signing electronically

Signed by Parent A

Date: _____

Signed by Parent B

Date: _____

Signed by Jennifer Hetherington
Parenting Coordinator

Date: _____