

Nadine A. Brown
PARENTING COORDINATOR

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PARENTING COORDINATION SERVICE CONTRACT – FEE AGREEMENT

The parties _____ & _____
and NADINE A. BROWN, the PARENTING COORDINATOR, in accordance with the Court Order of Referral dated _____ understand that parenting coordination is a CHILD FOCUSED ALTERNATIVE DISPUTE RESOLUTION process the goal of which is to assist the parents in creating, developing, or implementing their parenting plan while providing education and making recommendations to the parents. The attached terms of the Order of Referral to Parenting Coordination shall be incorporated into this agreement and shall, in the event of a conflict of any provision of this Agreement, supersede it.

1. GOALS: The Parents agree to direct any dispute regarding their child(ren) to the Parenting Coordinator and to use their best efforts to work with the Parenting Coordinator to reduce conflict, develop and implement their parenting plan and focus on the best interest of their child(ren). The parents agree to work with the Parenting Coordinator to develop an awareness of their child(ren)'s issues. This is NOT a process about the parents, but about how they can effectively co-parent given they are no longer residing together. In the case where there is no Parenting Plan, the goal of the Parenting Coordinator and parties is to develop a specific WRITTEN Agreement or parenting plan by which EACH parent shall be abide.

2. PARENTING COORDINATOR ROLE: Impartiality - the parties understand and acknowledge that the Parenting Coordinator is UNBIASED as to the parties. The Parenting Coordinator is **NOT** representing either party as legal counsel NOR acting as an attorney in this process. There is NO attorney-client relationship between the Parenting Coordinator and either party. She shall NOT nor can she act as a custody evaluator or Guardian Ad Litem in the case. The Parenting Coordinator CAN educate, make recommendations to the parents, and make referrals to community agencies or resources to assist the parents in minimizing conflict to which the child(ren) are or may become exposed.

3. CONFIDENTIALITY: All communications made by and between the parents and the Parenting Coordinator during Parenting Coordinator sessions are confidential UNLESS waived by BOTH parties for information gathering purposes or for testimony/evidence; however, NEITHER party can WAIVE the child(ren)'s privilege against disclosure. A waiver of confidentiality by both parents may not be required and the Parenting Coordinator may disclose certain information pursuant to some exceptions permitted by law including but not limited to:

- a. necessary to compel compliance with payment of Parenting Coordinator fees.
- b. necessary to report an emergency
- c. to protect a person from future acts of abuse, neglect or abandonment
- d. necessary to report a history of domestic violence
- e. necessary to authenticate, identify or confirm an agreement
- f. necessary to report the case is no longer appropriate for Parenting Coordination, or that the Parenting Coordinator is unable to continue the case.

4. INFORMATION GATHERING: the Parenting Coordinator may request access to information deemed necessary to execute her duties including but not limited to requesting from the parents a copy of all prior orders, agreements and relevant communications between the parents. She may also request school and medical records. A release of information form may be requested and the parents agree to execute same to facilitate information gathering. The Parenting Coordinator may only communicate with the child(ren) with prior consent of the parents.

5. FORMAT: Sessions- the Parties agree and understand that the Parenting Coordination process involves meetings with both parties jointly, and at times separately in individual conferences. The sessions may last for the time scheduled by the Parenting Coordinator and reasonably convenient to both or either parent. Sessions shall occur by appointment ONLY during business hours. No third parties shall attend a Parenting Coordination session UNLESS such attendance is requested by the Parenting Coordinator and agreed to by BOTH parents. No electronic recording devices shall be permitted for the purposes of recording the session. Neither parent shall appear for a session intoxicated or under the influence of prescription or illegal drugs or alcohol and may be in the sole discretion of the Parenting Coordinator prohibited from participating in a session. Such parent shall still remain responsible for his or her portion of the Parenting Coordination fee/bill.

6. PARENTING PLAN DEVELOPMENT OR IMPLEMENTATION: The Parenting Coordinator may provide guidelines for communication between the parents and may monitor communications accordingly in an effort to minimize conflict between the parents. **If agreed by both parents in writing,** the Parenting Coordinator may temporarily change an existing time sharing schedule or modify an existing parenting plan, however; no such change shall relate to child support, relocation or any SUBSTANTIVE element of the parenting plan. **If agreed by both parents in writing,** the Parenting Coordinator will decide how to implement an element of the parenting plan such as time sharing, pick up and drop off, and holiday plans. In the event no time sharing plan exists, then the Parenting Coordinator shall facilitate the development of a Parenting Plan.

7. FEE: The Parenting Coordinator fee is \$100 per hour for time spent during the Parenting Coordination process. EACH Parent shall pay an advanced deposit of \$1000 which is due to reserve the Parenting Coordinator's time for 10 hours. The hourly rate will apply to time for file review or session preparation, conferences or sessions (joint or individually), communications by telephone, e-mail or any other means. Hourly rates also apply to time preparing an Agreement or a memoranda of understanding and travel time from departure site to arrival location and back. Additional fees may cover administrative costs which include but are not limited to: long distance telephone calls, photocopies, travel expenses such as tolls from departure site to arrival location and back. EACH party shall immediately pay their retainer fee upon presentation of the bill. Missed appointments or no shows will be billed against the retainer agreement without 24 hours-notice of cancellation or rescheduling. A parent will be billed when a retainer falls to 2 hours. Failure to replenish the retainer amount will result in a notice of non-compliance to any attorney of record or the court. In the event the Parenting Coordinator is summoned to court by either Parent or the court, the hourly rate shall be \$200 per hour for court appearance including travel time from departure location to destination and back. Be advised that unless confidentiality is waived by BOTH parties, the testimony of the Parenting Coordinator will be limited to any signed written agreement.

8. TERMINATION: The Parenting Coordinator's Order of Appointment may be terminated by Order of Discharge of the Court or by written agreement of BOTH parties with approval of the court.

9. PARENT RESPONSIBILITIES: We EACH have the responsibility to **make all payments in fulfillment of the fee agreement stated above,** attend appointments in furtherance of the conflict resolution process, provide information and sign releases as necessary, and give our best

efforts to resolve the issues based on the best interests of our mutual child(ren) and not our own individual interests.

**I HAVE READ AND FULLY AGREE TO ALL OF THE ABOVE STATED
TERMS AND CONDITIONS.**

Client Signature/PARENT #1

Date

Client Signature/PARENT #2

Date

NADINE A. BROWN, PARENTING COORDINATOR

Date