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## PARENTING COORDINATION AGREEMENT

**Parenting Coordinator:** \_\_\_\_\_

**Name of Parents:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date of Court Order to Serve as PC:** \_\_\_\_\_

**Cause No:** \_\_\_\_\_

### 1. Parenting Coordination defined:

Parenting coordination is an intervention designed to help a family deal with potentially disruptive conflicts. It has been formally and extensively implemented in several states of the U.S.A.

Parenting coordination involves a conflict manager, called the parenting coordinator, or "PC" for short. The PC is assigned by the Court or by stipulation through the Court.

### 2. Parenting Coordinator's Role

The PC's role is to help the parents manage and resolve their conflicts, attend to the needs of their child(ren) and ensure that their child(ren) are safe and well all within the orders of the Court. The scope of the PC's role and authority is determined by the Court.

In all cases, the PC's role includes meeting with the parents on an as-needed basis to help them communicate and resolve their conflicts in a manner that will benefit their child(ren). Toward this end, the PC assesses the family dynamics and the needs of the child(ren). The PC serves as an advocate for the child(ren). The PC provides helpful information to the parents, such as information about how to communicate and resolve their conflicts, how to manage their emotions, how children's needs change as they develop, effective parenting techniques, and how the roles of parents change as children mature. The PC also facilitates effective communication and conflict resolution between the parents, so that issues get resolved in a timely and child-focused manner without the necessity of Court intervention. The PC's

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ultimate goal is to help the parents develop an effective co-parenting relationship that attends to the needs of their child(ren).

The PC encourages the parents to make every effort to resolve their disputes themselves, in good faith, and in a respectful, cooperative, and mutually acceptable manner. However, the focus is always on the best interests of the child(ren).

The PC seeks to obtain information that is necessary to understand the issue or issues presented by the family. The PC generally will obtain relevant information from each parent, and may also obtain information from other sources when needed. These other sources of information may include the child(ren), the child's siblings, extended family members, teachers, medical care providers, mental health counselors, child custody evaluators, the guardian ad litem, daycare providers, the parents' attorneys, and anyone else deemed necessary.

The PC can help the family deal with a variety of issues. Commonly, the PC deals with disputes about parenting time, telephone access, transportation of the child(ren), child care, parenting issues, exchange of information issues, travel issues, and the children's social, emotional, academic, and medical needs.

### **3. Scheduling Meetings with the PC:**

Meetings may be scheduled at the request of either parent or the PC. Meetings may be telephonic or in person. Generally, meetings last one to two hours. Meetings are scheduled according to the needs of the case. The meetings are held during regular business hours from 9:00 a.m. to 5:00 p.m.

The PC chooses who participates in the meetings. Depending on the needs of the case, the PC may meet with the parents and/or the child(ren), siblings, extended family members, family friends, or anyone else whom the PC believes may be an important source of relevant information or a potential resource for resolving the issues presented by the family and helping the children.

The PC may choose to meet with such persons individually, in pairs, or in small or large groupings. The PC may choose to include or exclude certain family members or associates of the parents, such as stepparents, live-in partners, the parents' attorneys, and significant others. The PC may privately interview any of these individuals she may deem necessary for the purpose of the parenting coordination.

There will be no tape recordings of the meetings, but each parent is encouraged to take notes.

### **4. Time Allotted:**

Typically, PC sessions shall be set for one (1) to two (2) hours to allow for time to prepare and sign agreements. The PC is authorized to tell one or both parents if he believes that an

inordinate amount of time is being taken by either or both parents in the process of dealing with disputes or other issues. Ultimately, the PC shall determine the amount of time spent on resolving a dispute. Typically, the amount of time will be proportional to the nature and significance of the dispute, as decided by the PC. The PC may report such time issues to the Court and request allocation of fees accordingly.

**5. How issues and other information should be submitted to the PC:**

The PC may determine how issues are submitted by the parents. However, unless otherwise indicated by your PC, the preferred practice is that the parents must submit their issues to the PC via e-mail and copied to the other parent as soon as they are known along with their thoughts on the same. Issues brought up less than forty-eight (48) hours before the meeting may not be heard. ALL E-MAILS AND CORRESPONDENCE SHALL BE SUCCINT, PERTINENT TO THE ISSUE, AND AVOID ANY NEGATIVE COMMENTS REGARDING THE OTHER PARTY UNLESS DIRECTLY RELEVANT TO THE ISSUE AT HAND.

The written communication may either be mailed via the U.S. mail, hand-delivered, e-mailed or sent via fax. Parents should specifically identify in such communications what is at issue, what they want, their reasons for what they want, and any evidence or sources of evidence that would support their view in the matter.

Parents should first try to resolve the issues on their own, before they submit the issues for parenting coordination. Unless otherwise specified by the PC, parents should send a copy to the other parent of what they submit to the PC, so that both parents and the PC may be as prepared as possible to have a productive meeting.

**6. Confidentiality and Communication by the Parenting Coordinator:**

The PC's work with the family is **NOT CONFIDENTIAL**. At his discretion, the PC may share information for the purpose of the parenting coordination. Information provided to the PC by the parents, the child(ren), and others may be disclosed by the PC in written reports of binding recommendations, in progress and recommendation reports to the parties, attorneys of the parents, and the Court in the communications between the PC and collateral information sources, and in other communications as necessary for the duties of the PC. This information includes but is not limited to the following:

- (a) that the PC has reason to believe that a child is in need of protection;
- (b) that either parent or another person is in danger of bodily harm; and
- (c) that the PC has learned of the intent to commit a felony.

The law mandates that Derrick H. Wilson report to child protective services any information regarding possible child abuse that comes to his attention.

No therapist-patient relationship and/or attorney/client privilege is created between Derrick H. Wilson and the parents or the minor child(ren), as Parenting Coordination is not a therapeutic service or legal service, but a forensic one.

**7. Status Reports:**

The PC may issue status reports on the progress of the parenting coordination to the parties, attorneys of the parents and the Court at intervals the PC believes appropriate for the Case. The PC also will report back to the attorneys and to the court should either parent fail to cooperate, endanger the child(ren), or seriously threaten the relationship between the child(ren) and the other parent. The PC may converse with either lawyer to get the lawyer's support for the process and to help their clients cooperate. These reports shall be prepared by PC's assistant at the rate of Eighty Dollars (\$80.00) per hour.

**7a. Administrative Procedures:**

The PC will issue a Contact Note after each session to both parties.

The PC will copy other parties on all e-mails and responses unless he believes it would be detrimental to the children. The PC asks parties to try and limit to one e-mail per day. PC will answer e-mails once per day and not after noon on Fridays.

**8. Agreements:**

All agreements reached between the parents will be reduced to writing during the meeting, signed by the parents, and then submitted to the Court and lawyers by the PC.

**9. Binding Recommendations:**

In many cases, the Court provides that the PC may also give a binding recommendation to resolve parental disputes when the parents reach an impasse on issues that need to be resolved for the child(ren). The PC issues a binding recommendation based on information requested and received during the process of trying to resolve the dispute and will also give the rationale for said recommendation.

However, the PC's recommendation is binding only to the extent specified by the Court and is subject to any appeal processes specified by the Court. The PC defers, at all times, to any specific orders of the Court, recognizing the Court's authority and ultimate responsibility to determine the best interests of the child(ren). (See also item #11 below.)

Before giving a binding recommendation, the PC generally will obtain relevant information from the parents and the other information sources as already noted. When the PC believes that an immediate decision is necessary for the sake of the child(ren), he may issue the binding recommendation on the basis of information already reviewed, pending receipt of further information and issuance of a new decision, if necessary. When Derrick H. Wilson makes

decisions for us on items upon which we could not agree (binding recommendation), he shall issue the same in writing and deliver a copy of said recommendation to each party and his/her respective attorney, by mail, within fourteen (14) days, or at a later date as circumstances may control, from the date in which the binding recommendation was decided. Decisions of Derrick H. Wilson that involve severe time constraints and, possible emergencies, may initially be made orally but communicated to both parties by Derrick H. Wilson, and are binding. Derrick H. Wilson will follow-up with a written document and copy to the parents' attorneys and to the Court for approval as soon as possible. If either parent does not agree with the binding recommendation, he/she shall submit said issue to the Court for hearing. Binding recommendations and exhibits thereto shall be prepared by PC's assistant at a rate of Eighty Dollars (\$80.00) per hour as directed by Derrick H. Wilson.

**10. PC as Case Manager:**

Sometimes the Court also provides that the PC is a Level III and may select and manage a treatment team consisting of professionals for the child(ren) and/or the parents. In such cases, the PC may refer the child(ren) and either or both parents to the professionals for evaluation and/or treatment services. (E.g. this would be done when difficulties of an emotional/behavioral nature are relevant points of conflict or quite probably would interfere with the parenting coordination and the duties of the PC.)

Derrick H. Wilson may advise the parents and/or their counsel for the need of a review for significant changes in parenting time, custody or a custody evaluation.

**11. Fees and Billing:**

The PC's time is billed at Two Hundred Dollars (\$200.00) per hour. This includes but is not limited to time spent by the PC reviewing documents, reviewing correspondence, reviewing e-mails, meeting with the parents, child(ren), and other necessary individuals, file review resulting in the issuance of written communications, reports and binding recommendations, traveling to and testifying in court (including PC's attorney fees if necessary), and speaking with the parents, their attorneys, or others via telephone.

The parents shall pay the PC's fees and costs, after paying the initial retainer of \$500 per party, in the following manner:

Petitioner shall pay 50% of the Parenting Time Coordinator's fees  
Respondent shall pay 50% of the Parenting Time Coordinator's fees

Unless otherwise specified by the PC, fees are to be paid on a timely basis. Failure to pay the bill will result in a retainer fee being required before further work is done. Each parent shall immediately pay his/her portion of the fees each month. Bills shall be sent on the 15th of each month and are due on the 1<sup>st</sup>. Accounts past due thirty (30) days will be charged interest at the rate of 1.5% per month compounded monthly (19.6 Annual Percentage Rate). In the event either parent pays his or her bill with a Not Sufficient Funds check they shall make the payment

good with cash, money order or cashiers check and a One Hundred Dollar (\$100.00) fee for the Not Sufficient Funds check. Failure to make said payment and fee may result in litigation and in the Parenting Coordinator resigning from the case.

In the event that the parents must reschedule or cancel an appointment, unless they notify the PC more than 48 hours prior to the scheduled appointment, they will be billed for one hour of the PC's time. In the event that one of the parents does not appear for a scheduled appointment and has not given 48 hours advance notice and the other parent does appear or is prepared to appear, the parent who does not appear shall be responsible for both parents' fees. Non-payment of fees shall be grounds for the resignation of the PC.

Notwithstanding the above, the PC reserves the right to assess costs differently or 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 utilizes a disproportionate amount of the PC's time upon approval of the Court. The PC will notify the Court when he reapportions fees.

In the event either parent desires the PC to testify at a hearing or a deposition, that parent shall have a subpoena issued to the PC and shall pay the PC five (5) business days in advance for said appearance subject to Court review at the rate determined by the PC based upon the length of time necessary to prepare and appear in court after discussion with the lawyer who sends the subpoena. In the event the PC determines he must have his own counsel at a deposition, this cost shall be born by the parent requesting the deposition.

The PC will not prepare or submit billing for insurance companies for the services rendered.

**12. Costs:**

Costs may include (but are not limited to) professional fees, courier fees, expert witness fees, copy charges from other professionals, hourly fees from non-parties, long distance telephone charges, copies, and any other incidental costs incurred in the preparation, mediations, and/or litigation of your legal matter.

These costs are IN ADDITION to Parenting Coordinator fees, are payable in advance or, if billed, within ten (10) days of billing thereof.

All phone calls, e-mails, and phone messages, whether the other party is reached or not, will be billed at a minimum of .20 hours each. Copying will be billed at a minimum of .10 hours.

**13. Court Appearances:**

In the event one of the parents request the PC to testify at a Court appearance, that party must advance the cost of preparation, travel, and testimony to be estimated by PC pending the Court's determination as to said fees and costs. In the event the PC must have counsel present, the subpoenaing party shall pay said fees.

**14. Rule Adjustments:**

This contract cannot cover all the particulars that may arise in every situation. The parents agree that the PC may establish new rules and guidelines to fit their unique situation. The fundamental principles governing all rules and guidelines are: (a) conflict for the parents will be minimized, and (b) decisions will be made in the best interests of the child(ren).

**15. Collection of Fees:**

In the event the PC must turn the case over for collection of fees, the parent/client shall be responsible for any and all filing fees, costs of collection and attorney fees.

**16. Term:**

The term of the PC's service shall be a period of twelve (12) months from the date of execution of this contract (from the later date if one parent signs on a date different from the other). At the end of the term, if one parent and/or the PC desires to terminate the PC's service, then the contract shall be terminated. The service of the PC may be terminated prior to the end of the term if both parents agree to do so or if the PC requests to withdraw prior to the termination date. The PC's service may be renewed, if necessary, by the same process it was initiated.

**17. Parents' Responsibilities:**

In addition to abiding by the other terms and procedures outlined in this contract, the parents shall make every effort to resolve their issues and disputes with each other in good faith and in a respectful, cooperative, and mutually acceptable manner. Their focus shall be the best interests of their child(ren), rather than their own needs and wishes, including any wishes to "win" the dispute or remain involved with the other parent.

The parents shall at all times endeavor to learn and employ advice from the PC in order to improve their communication and co-parenting. Parents shall come to meetings with necessary releases and otherwise arrange for and expedite communication of all relevant information to the PC. In some cases, this may entail the parents paying for the services of other professionals (such as a physician, in the case of a medical dispute) to provide expert input to the decision-making process.

**18. Complaint Process:**

If either parent has a complaint about the PC, they shall bring the complaint directly to the PC in writing for resolution before taking any other action. Neither parent shall complain about the PC to any licensing board without first meeting and conferring with the PC in an effort to resolve the grievance. In the event that no resolution is reached, the parents and the PC shall attend a judicially supervised settlement conference on the Court's regularly scheduled

settlement conference calendar prior to any other action being taken. The Court shall reserve jurisdiction to determine whether either or both parties and/or the PC shall ultimately be responsible for any portion of the time and cost the PC spent responding to any grievance, including the PC's attorney fees, if any. The parties agree that the PC shall be treated as an arbitrator under the Indiana Alternative Dispute Resolution Rule 1.5 for purposes of immunity.

**19. Peer Consultation:**

The PC may participate in peer consultation or receive feedback and support from a mentor in the process of fulfilling the PC role. The purpose of such professional consultation is to support high quality service delivery by the PC.

**20. Court Order Supersedes:**

Where aspects of this contract differ from the provisions of a court order pertaining to the service of the PC, the provisions of the Court shall prevail and shall be followed. If a court appointment is in effect, and the PC or the parents wish to terminate the services of the PC, it shall be the responsibility of the parents to have the court vacate the appointment. If one parent wishes to terminate the services of the PC and the other does not agree, an order of the Court is required to remove the PC.

**21. Attestation:**

Before signing below, be certain to ask your prospective PC and/or your attorney any questions you may have about this contract. By signing below, you affirm that you have read, understand, and agree to abide by the terms and provisions of the foregoing contract, and that you hereby enter into an agreement with Derrick H. Wilson, to have his service as the PC for you and your child(ren).

We, the undersigned, have read and understand the above contract and agree to abide by its terms.

\_\_\_\_\_  
Signature, Mother

\_\_\_\_\_  
Signature, Father

\_\_\_\_\_  
Mother's Printed Name

\_\_\_\_\_  
Father's Printed Name

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

Accepted By:

\_\_\_\_\_  
Derrick H. Wilson

\_\_\_\_\_  
Date Signed