



PARENTING CO-ORDINATION

WWW.MEDIATORHUB.COM

ABN: 93 863 550 498

A GUIDE TO PARENTING CO-ORDINATION



WELCOME

We hope this fact sheet provides an insight to the possibilities for separated parents who have experienced high conflict while captured in the family law legal system. The following information is intended to introduce our services for separated parents and their practitioners about the aim, goals and benefits of Parenting Co-ordination in Australia and New Zealand.



mediatorHub

WWW.MEDIATORHUB.COM

ABN: 93 863 550 498



CONTENTS

SECTION 1: FOREWORD

An overview of Parenting Co-ordination

SECTION 2: PATHWAY TO A BETTER FUTURE

How Parenting Co-ordination works and what to expect

SECTION 3: SERVICE TERMS AND FEES

What you need to know about Parenting Co-ordination agreements and service fees

SECTION 4: ABOUT OUR PRACTITIONER

Everything you need to know about our practitioner including skills, experience and qualifications

SECTION 5: CONTACT US

We value your questions. Contact us for further assistance about Parenting Co-ordination and getting started

SECTION 6: PARENTING CO-ORDINATION AGREEMENT

If you wish to get started immediately, complete this section and return it to Mediator Hub



FOREWORD

01

This guide is not to be taken as professional advice.

If you need legal, financial or health care assistance to decide if you should engage our Parenting Co-ordination services, please seek an independent professional who practises in the area of expertise to meet your needs.

A Parenting Co-ordinator has a professional obligation to remain impartial at all times and will not make decisions on your behalf or provide you with Counselling, Financial or Legal Advice. If requested, our Parenting Co-ordinator will collaborate with other professionals throughout your pathway to a better future as co-parents, but may be called upon to provide progress reports regarding parental engagement in the program or non-compliance.



mediatorHub

WWW.MEDIATORHUB.COM

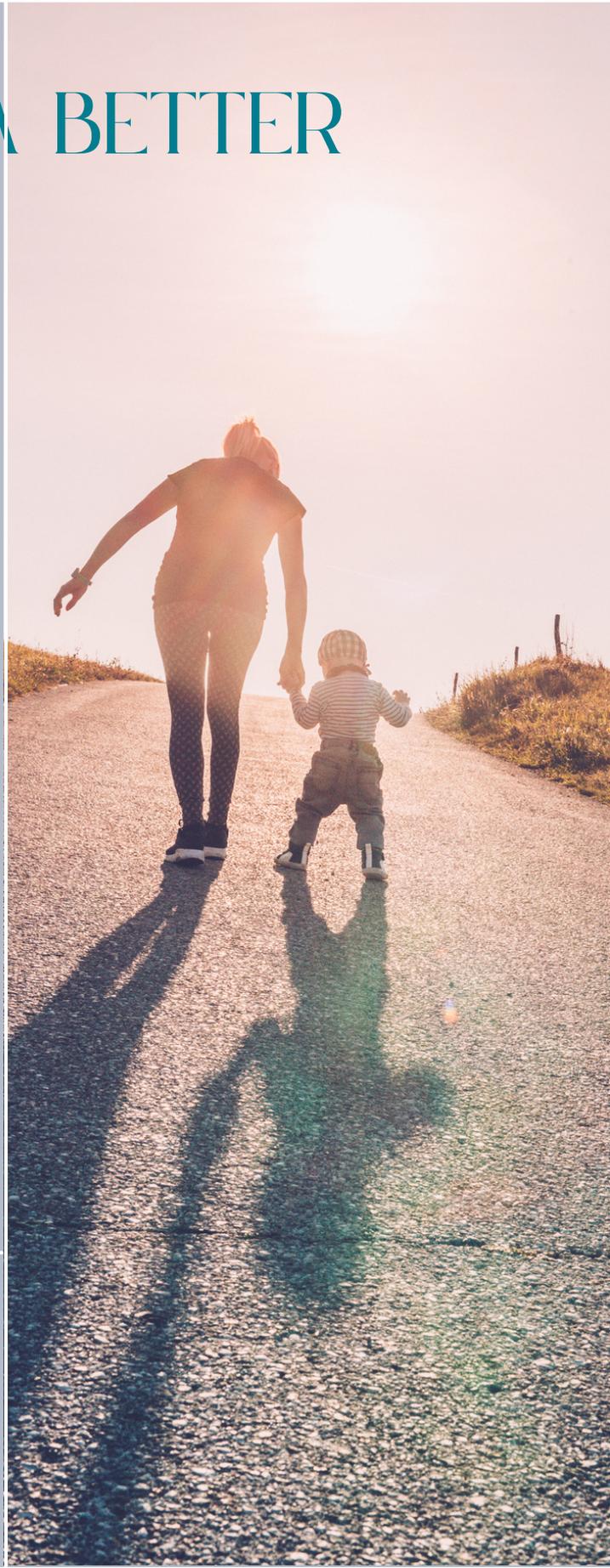
ABN: 93 863 550 498

PATHWAY TO A BETTER FUTURE

Parenting Co-ordination is a service designed to support separated parents who are navigating and redefining their roles as co-parents after parenting plans or orders have been finalised.

The primary aim of the Parenting Co-ordinator (PC), is to assist separated parents to safely implement their parenting plan or orders to maintain the healthy social, emotional wellbeing and development of their children.

The objective is to reduce the reliance on legal proceedings and avoid escalation of parental disputes. Our methodology includes a series of clearly defined steps set out in the following pages.





ASSESS FACTORS 01

The PC will request a copy of the parenting plan or orders to identify the requirements, case manage progress and monitor compliance prior to the parents participating in the first session.

Parents will be invited to engage in separate sessions of approximately 90 minutes initially to discuss expectations, clarify factors that are driving parental conflict and reflect on the barriers that are impacting parental problem solving.

A PC will continue to assess and monitor safety and will not compel parties to attend, however unlike mediation, the process is not confidential. A PC may be required to report on progress or non-compliance.

PLAN TO CHANGE 02

It is anticipated that parents will meet with our PC monthly for a 90 minute session, until the life of the agreement or the PC and the parents mutually decide the service is no longer required.

Where safety is a concern, a PC may arrange for parties to attend separate sessions, until it safe to move to joint sessions. More regular sessions may be scheduled for urgent reasons.

The PC will initially develop a child centred plan to implement a pathway out of relying unnecessarily on the legal system. Each session is focussed on steps to empower co-parents to adopt behaviours to reduce parental conflict.





REWRITE THE NARRATIVE 03

Family disputes and protracted legal proceedings are traumatic, costly and time consuming. As a consequence it leaves family members with a sense of uncertainty during the process. Sadly, parents begin to rely on the legal system for problem solving.

Conflict patterns can become entrenched by the time the court has dispensed with the matter and orders are made. Yet, separated parents are expected to understand orders, magically make them work and become responsible co-parents after opposing each other during court proceedings.

Our PC will educate co-parents, empower them to implement their orders in the best interest of the child/ren and coach problem solving without conflict.



COMMUNICATE AS CO-PARENTS 04

Orders and Parenting Plans cannot cover every aspect of family life in practice. Co-parents will inevitably need to exchange important or urgent information, updates on events and certain milestones about the children in a timely manner. 'Drop-off and Pick-up' can be an anxious time for everyone and a particularly confusing time for children who often report it as awkward and tense.

While orders may set out general requirements about contact, unforeseen matters are likely to arise. The PC will empower co-parents to devise improved methods to promote a cohesive approach to residential changeovers and other forms of regular contact including the use of electronic devices. They may even act as a conduit from time to time when deemed necessary.

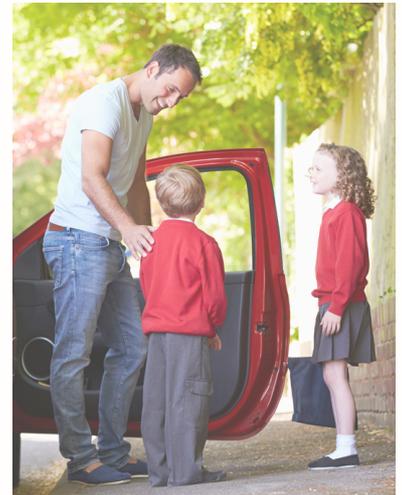


REDIRECT FOCUS 05

Our process of Parenting Co-ordination is a form of child focussed dispute resolution and coaching to educate parents to disconnect from the legal system and adopt meaningful child-centred behaviours that promote social, emotional wellbeing and healthy development. Our services keeps you focussed on the future and the children.

REDEFINE ROLES 06

The transition from separation to co-parenting does not have to be without mutual support and a stabilising presence. Our PC process assists co-parents to redefine their roles while they learn to offer their children a cohesive relationship as co-parents and set their children free from feeling stuck in the middle of parental conflict.



RECLAIM THE FUTURE 07

When co-parents engage meaningfully in the PC process, parents report a sense of freedom from the burden of legal proceedings, anxiety and grief which brings about hope and new beginnings for the future.

03

SECTION 3

SERVICE TERMS AND FEES



We acknowledge that parties have incurred substantial legal fees during proceedings where interim or final orders have been made. Our services are designed to reduce ongoing legal costs and keep parents out of court.

Parents or their legal representatives are invited to contact Mediator Hub to request a 'Parenting Co-ordination Agreement' to review our terms and conditions in full. Draft orders which may assist in the appointment of our Parenting Co-ordinator are also available upon request.

Initial 90 minute individual sessions are at the rate of \$350 per parent inclusive of review of supporting documents. If assessed appropriate to continue with the PC program, each parent will be invoiced \$75 per hour thereafter for the life of the agreement. Payment terms are further outlined in the 'Parenting Agreement'. We offer payment options by direct bank deposit or PayPal credit card payments.



mediatorHub

WWW.MEDIATORHUB.COM

ABN: 93 863 550 498



04

SECTION 4

Angela is the founding Director of Mediator Hub and is admitted as an Australian Lawyer at the Supreme Court of Victoria, however prefers not to practise so that she is able to independently act as a change agent specialising in alternative dispute resolution.

Angela has successfully completed a Master of Laws (Applied Law) majoring in Family Dispute Resolution Practice and is one of only a limited number of practitioners who has successfully completed this highly regarded post graduate legal qualification. Angela is registered with the Attorney-General's Department qualifying her to issue section 60I certificates if required. Angela is also a nationally accredited (NMAS) mediator, trained Parenting Co-ordinator listed with Parenting Co-ordination Australia and is a qualified Trainer and Assessor specialising in conflict resolution management.

Angela has over 30 years experience in coaching and people management. This is the foundation of her success in leading workplace, commercial and family mediations, particularly where parties are entrenched in the emotion of their conflict often associated with positional thinking.

Angela is a skilled practitioner who provides a stabilising presence for parties who find themselves in highly emotive and complex disputes with others. She has over 23 years experience as a co-parent herself and understands the challenges co-parenting presents.



ANGELA LITTLE

OUR
PRACTITIONER

05

"Changes are inevitable and not always controllable. What can be controlled is how you manage, react to and work through the change process"

--- Kelly A. Morgan

Mediator Hub
183 City Road, Southbank VIC 3006
angela@mediatorhub.com
(03) 9110 3027 or 447264352



06

SECTION 6

PARENTING CO-ORDINATION AGREEMENT

Between

(Parent) _____

And

(Parent) _____

And

(Parenting Coordinator) Angela Cowan

1. This Agreement shall commence on the date it is signed by all parties to the Agreement.

2. The parents appoint the Parenting Coordinator to assist them as set out in this agreement and agree to contact the PC to organise their respective intake sessions within 7 days of the execution of this Agreement and thereafter 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 organise extra sessions, jointly or individually with the PC.

Initials _____/_____



PARENTING CO-ORDINATION AGREEMENT

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 in relation to the arrangements for our children.

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 from 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 the child/ren's best interests when parents do not engage in conflict. To that end we will attempt to resolve our issues in a mutually satisfactory manner between ourselves whenever possible. If issues cannot be resolved between us, either one of us may request the assistance of the PC who shall first engage in a process to help us resolve disputes. If efforts to negotiate a resolution of an issue are unsuccessful, then the PC shall provide us with her recommendation as to the resolution she considers to be in the best interests of our child/ren, which is not legally binding on us, will be made based on disclosures made during the negotiation process as well as all other information gathered by the PC during her appointment, and will be directed to the implementation, not the amendment of any existing Parenting Orders. Written reasons for the recommendations made will be given and will form part of the non-confidential record of the parenting coordination process. The recommendations and the written reasons will be available to be produced to the Court in any subsequent litigation between the parents.

6. If the PC believes it would be helpful in making any direction required, the PC may speak to the child and contact third parties including but not limited to the child, teachers,

Initials _____/_____



mediatorHub

WWW.MEDIATORHUB.COM

ABN: 96 656 011 086

PARENTING CO-ORDINATION AGREEMENT

medical care providers, caregivers, or lawyers and review any relevant documents that, in her opinion, would be helpful to the recommendation-making process. We agree to 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 attempt to help us to resolve our own disputes in the first instance and will advise us prior to contacting anyone associated with ourselves or our child/ren.

7. The overriding concern in the resolution of all issues is the best interests of the child/ren.

8. The following 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:

- Any disputes about parenting time, including but not limited to changes in the regular schedule, organising make up time, the organisation 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;
- Any other child-related matter upon which we cannot agree and we agree in writing to submit to the parenting coordinator;
- Any matter related to parental conflict that is having an adverse effect on our children.

9. The PC's work with the family is not confidential. The PC may share information between us. 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. The PC may also disclose the following information to third parties:

Initials _____/_____



WWW.MEDIATORHUB.COM

ABN: 96 656 011 086

PARENTING CO-ORDINATION AGREEMENT

- a. when the PC has a reasonable suspicion that a child/ren may be subject to maltreatment or neglect; or
- 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.

10. 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 for the parties will be minimized, and
- b. decisions will be made in the best interests of the child/ren.

11. If the PC deems herself no longer able to work with either party in an unbiased or productive manner, then the PC shall provide each party with 30 days written notice and, where parenting co-ordination has been court ordered, shall notify the Court and request that the appointment be vacated. In that event the PC may suggest the names of other potential Parenting Co-ordinators to the parties.

12. Appointments in person or by video conferencing 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.

13. The PC will make every good faith effort to contain the costs to the parties.

14. Initial session times with each of us will be approximately 60- 90 minutes in length. Monthly joint sessions will be approximately 90 minutes in length.

Initials _____/_____



PARENTING CO-ORDINATION AGREEMENT

15. The PC's role is in effect for one year, but may be terminated or extended by written agreement of both parties. In the event the PC is appointed by order of the Court then the PC's appointment can only be terminated, on the application of either parent, by further order of the Court.

FEE ARRANGEMENTS:

16. We agree to pay the PC the following rates:

a. Initial individual 90-minute sessions by video conferencing: \$350 per parent inclusive of time spent reviewing documents required to assist in the assessment for suitability. Additional costs will be incurred for all in person sessions at the rate of charged for the hire of a suitable professional suite.

b. Subsequent joint or individual 90-minute sessions by video conferencing: \$112.50 per parent. Additional costs will be incurred for all in person sessions at the rate of charged for the hire of a suitable professional suite.

c. Time spent participating in interviews, phone conferences, telephone calls (the preceding 2 items of work being outside intake sessions or organised joint sessions), mail or electronic communications with lawyers, parties or necessary third parties, and the deliberation and drafting of decisions will be charged at \$150 per/hour and billed at 15-minute increments. The following is an example only which is in the interest of certainty regarding fees outside of the preceding 2 items:

(i) PC receives an email from either parent and is required to provide feedback regarding the nature of the email correspondence to reduce the potential for conflict for example. The PC may for example take four (5) minutes to review the email and 10 (minutes) to draft an email to send to the parties. The time spent is a total of fifteen minutes. Each parent will therefore be invoiced \$37.50.

(ii) To arrive at the calculation in the above example the PC charges \$2.50 per minute (\$150 per hour) x 15 minutes (rounded to the 15 minute increment) = \$75, shared equally by each parent = \$37.50

Initials _____/_____



mediatorHub

WWW.MEDIATORHUB.COM

ABN: 96 656 011 086

PARENTING CO-ORDINATION AGREEMENT

17. Upon the signing of this contract, the PC will invoice each parent and shall be paid a retainer of \$350 per parent to cover the cost of each party's intake session.

18. Periodically (each month), the parents will receive an invoice for fees to be paid seven (7) days in advance for work to be conducted by the PC as tabled above at clause '16a' & '16b'. 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 advanced (if applicable) but not billed shall be refunded to the parties in the proportions in which each of them has contributed to the payment in advance.

19. Sessions for each of the parents individually and separately with the PC will be invoiced in advance of such sessions. Payment will be due 7 days prior to the session.

20. An administration charge will be added on any unpaid balance each month at the rate of the billable fee (\$150 per hour). If the parent's account is left unpaid after termination and it goes to a collection agency, they will be responsible for any legal fees to obtain the unpaid balance including the monthly administration fee.

21. Notwithstanding the above, costs will be shared equally between the parties, unless otherwise agreed. The PC reserves the right to assess costs disproportionately, if in the sole discretion of the PC, either of us 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 us of her intent, in writing, prior to any assessment of disproportionate costs.

22. 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.

23. We understand that if an interview is cancelled with less than 72 hours notice a fee may be charged commensurate with the amount of time

Initials _____/_____



WWW.MEDIATORHUB.COM

ABN: 96 656 011 086

PARENTING CO-ORDINATION AGREEMENT

scheduled for that day. If one of us cancels a joint session it is expected that we will cancel with the PC and the other parent. If one of us 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.

24. I have read the above contract and have had the opportunity to discuss it with my lawyer. I enter into this contract with the full understanding that if we cannot resolve conflicts between ourselves, the PC will have the right to make recommendations that may affect me and our child/ren. We each retain the right to request court review of any recommendation made by the PC.

THE PARTIES AND THE PARENTING CO-ORDINATOR 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.

SIGNED

Print Parent Name

DATE

SIGNED

Print Parent Name

DATE

Angela Cowan

SIGNED

Parenting Co-ordinator Name

DATE



WWW.MEDIATORHUB.COM

ABN: 96 656 011 086