



## Parenting Coordination Service Agreement

Parenting Coordination in Texas is defined as “An impartial third party appointed by the court to assist parents in resolving issues relating to parenting and other family issues arising from an order in a suit affecting the parent-child relationship.” TFC 153.601(3). Parenting Coordination is an alternative dispute resolution process.

Duties of the court-appointed Parenting Coordinator are limited to matters which will aid the parents in the following areas in accordance with Texas Family Code §153.606:

- (1) identifying disputed issues;
- (2) reducing misunderstandings;
- (3) clarifying priorities;
- (4) exploring possibilities for problem solving;
- (5) developing methods of collaboration in parenting;
- (6) understanding parenting plans and reaching agreements about parenting issues to be included in a parenting plan and;
- (7) complying with the court's order regarding conservatorship or possession of and access to the child.
- (8) implementing parenting plans;
- (9) obtaining training regarding problem solving, conflict management, and parenting skills; and
- (10) settling disputes regarding parenting issues and reaching a proposed joint resolution or statement of intent regarding those disputes.

Texas Family Code Sections 153.606-609 provide practice guidelines for parenting coordinators. The parenting coordinator's role is to educate and empower parents to self-determine a parenting plan in the best interest of their child(ren) and resolve conflicts regarding implementing the parenting plan through effective communication. Agreements between the parents should be encouraged in order to help them communicate more effectively, but no modifications to existing orders, judgments, or the decree should be made. Agreements made by the parties with the assistance of the parenting coordinator can and should be reduced to writing, signed by the parties and their attorneys, if any, and filed with the court. If agreements are made that require legal processing, representing attorneys or pro se parties will process the agreements through appropriate legal procedures.

No subpoenas, citation, writs, or other process shall be served at or near the location of any parenting coordination meeting, upon any person entering, leaving, or attending any parenting coordination meeting.

In addition, the parenting coordinator may not:

1. Be compelled to produce work product developed during the appointment as parenting coordinator;
2. Be required to disclose the source of any information;
3. Submit a report into evidence
4. Testify in court.

Nothing in this agreement shall serve to release the parenting coordinator from the legal obligation to report child, elder, or disability abuse.

### Critical Information

In order to begin services the following must be on file for both parents:

- a completed information form
- a copy of the court order or mediated agreement for parenting coordination services
- signed authorization for release of information forms
- a signed copy of this contract

## Meetings

Depending on the specific role established in the order of the court, your Parenting Coordinator may facilitate joint meetings with both parents, joint meetings involving other relevant family members, individual meetings, meetings with your children, consultations with other family service providers, and may initiate home visits. Unless prohibited by the court order, your Parenting Coordinator is authorized to interview your children privately in order to ascertain their needs. In conducting such an interview, your Parenting Coordinator will not encourage your children in choosing between their parents, but may help your children understand and cope with living in two homes.

If meetings must be cancelled, it must be done within 24 weekday business hours of the scheduled appointment. It is the cancelling party's responsibility to reschedule the meeting. When the appointment is a joint meeting, the cancelling party will notify all participants of the cancellation. If cancellation is not done within 24 weekday business hours of the scheduled meeting, the entire appointment fee will be charged to the cancelling parent. Payments for the cancelled meeting must be paid prior to the next scheduled visit. Business hours are defined as Monday through Friday, 9:00 a.m. to 5:00 p.m.

## Confidentiality

Reports to the Court are limited to whether or not parenting coordination should continue. Reports will not be submitted unless specifically requested.

By way of a release, all therapists, attorneys, ad litem/amicus attorneys, visitation supervisors, physicians, child care providers, educators, and significant others involved, and previous or current evaluators are authorized to release information directly to your Parenting Coordinator. In turn, your Parenting Coordinator is authorized to discuss significant information with these individuals or service providers in order to assist in parenting coordination.

Parenting Coordination requires open and honest communication in order to succeed. Therefore, all written and oral communications occurring during Parenting Coordination are privileged; and no electronic and tape recordings will be made during Parenting Coordination meetings or during telephone conversations. Parenting Coordination meetings will not be held in the presence of either parent's attorney, though at times the Parenting Coordinator may meet with both attorneys. Parenting Coordinators are **required by law to report child abuse or threats of physical violence.**

## Termination

Your Parenting Coordinator reserves the right to withdraw from the role as Parenting Coordinator should they feel that effective change is no longer possible. Both parents, as well as their attorneys, will be given two weeks notice of the decision to withdraw.

If both parents mutually agree in writing to termination of the Parenting Coordinator and the court and both representing attorneys agree to discontinue parenting coordination, services will be suspended immediately with no referral to other services.

## Financial Obligations

Both parents will submit a \$300.00 deposit prior to beginning Parenting Coordination. After deposit funds are exhausted payment for services is \$100.00 per hour. This fee is charged for reviewing documentation, meetings with parents, children and other family members, correspondences, phone contact, email monitoring, responses to subpoenas, and consultation with other family service providers.

The amount charged for services will be equally divided (with the exception of individual meetings) unless your Parenting Coordinator is provided with a certified copy of the divorce decree or order that states otherwise. If the judge's order to participate in the program stipulates that only one parent be financially responsible and either parent cancels without 24 hours notice, the cancelling parent is responsible for that charge. Phone calls will be billed to the parent who initiates the call unless otherwise directed in the order.

Missed appointments, late notice of cancellation fees and telephone charges will be billed. Reimbursement is due upon receipt of your invoice. Checks should be made out to Parenting Partnerships, Inc. There is a \$30 returned check fee per returned check.

### **Children Caught in the Middle**

Parenting Coordination is an educational approach to facilitating shared parenting. As such, completion of Parenting Partnerships – Children Caught in the Middle co-parenting class is required within the first month of services unless waived by court order or by your parenting coordinator. Class schedules are available at [www.parentingpartnerships.com](http://www.parentingpartnerships.com) (under “Calendar”).

### **Additional Information:**

- My Parenting Coordinator cannot change the legal custody status of my children and has full discretion regarding program implementation as outlined in this document.
- I understand Parenting Coordination does not involve adult’s property, finances, or other issues that do not directly involve co-parenting.
- My participation with a Parenting Coordinator can reduce the conflict between myself and my children’s other parent and I agree to maintain a serious commitment to the program by abiding by the guidelines and requirements of the program as noted herein. Further, I agree to maintain scheduled appointments and will not interfere in the process by refusing to attend meetings or frequently reschedule appointments.
- By signing this, I am allowing free and open disclosure between my Parenting Coordinator, my children’s other parent, my children, both lawyers, teachers, or other parties as deemed necessary at the full discretion of my Parenting Coordinator and I am willing to sign an authorization releasing information in order to facilitate the parenting coordination process.
- Telephone calls to my Parenting Coordinator shall be conducted only during weekdays between 9 a.m. and 5 p.m. I understand that messages left for my Parenting Coordinator may take up to 24 weekday business hours to return. All telephone contact initiated by either parent will be limited to scheduling appointments unless otherwise previously arranged with my Parenting Coordinator. Telephone calls initiated by either parent will be returned with the discretion of my Parenting Coordinator. Charges for telephone calls will be charged by the half hour for anything over 10 minutes and for the full hourly rate for anything over 30 minutes up to one hour.
- I may not at any time call my Parenting Coordinator as a witness in any legal or administrative proceeding concerning this dispute. I agree not to subpoena or demand the production of any records, notes, work product of my Parenting Coordinator in any legal or administrative proceeding concerning this dispute. I understand I will be responsible for the fee for each representative of Parenting Partnerships, Inc. if I or my legal representation compels them to appear in court or testify. This fee is \$150.00 per hour rounded up to the hour, including travel time. A deposit of \$450.00 in advance for each staff member’s time is required at least 48 hours in advance. If Parenting Partnerships, Inc. is notified prior to departure that staff is not required to be present, the deposit will be refunded.
- My Parenting Coordinator does not offer legal advice or offer legal counsel, and I am advised to consult with my attorney in order to be properly counseled about my legal interests, rights and responsibilities.
- Parenting Partnerships, Inc. Parenting Coordinators are certified family life educators. Parenting coordinators cannot, by law, provide counseling or therapy when appointed as such. In the event that counseling or therapy is recommended I agree to seek those services in addition to working with my Parenting Coordinator.
- I am to notify my Parenting Coordinator in writing within 24 hours of any changes in my contact information, legal representation, residency, or occupants of my home.
- My child(ren)’s other parent and I may make joint parenting decisions in our children’s best interests at any time without our Parenting Coordinator’s assistance. I will notify our Parenting Coordinator of any significant

agreements reached with my children's other parent outside of the Parenting Coordination process.

- Parenting Coordination requires open and honest communication in order to succeed. Therefore, all written and oral communications occurring during Parenting Coordination meetings are privileged; and no electronic and tape recordings will be made during Parenting Coordination meetings or telephone conversations.
- Parenting Coordination meetings will not be held in the presence of either parent's attorney.

My signature reflects that I will abide by all conditions outlined in this document.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE READ THIS AGREEMENT FULLY AND INITIAL EACH PAGE BEFORE EMAILING  
OR FAXING TO 832-217-3123**

**BE SURE TO PUT YOUR PARENTING COORDINATOR'S NAME ON YOUR COVER PAGE**