

## **CONTRACT FOR PARENTING COORDINATION**

The Parenting Coordinator, Simone A. Haberstock J.D., LL.M. and the parents, \_\_\_\_\_ and \_\_\_\_\_ enter into this contract pursuant to the Judgment & Order for Appointment of Parenting Coordinator (“Appointment Order”) entered in St. Louis County Family Court. The terms of this contract are intended to comply with the Court’s Appointment Order and the Appointment Order is considered to be incorporated into this contract. To the extent that there is any conflict between this contract and the Appointment Order, the Appointment Order prevails.

### **1. THE PARENTING COORDINATION PROCESS**

A. Role of the Parenting Coordinator: The parents understand that the Parenting Coordinator’s role is to help parents resolve their differences regarding their child(ren) and their children’s care in a manner that serves the best interest of their child(ren), minimizes conflict between parents that could harm their child(ren) and fosters cooperation between parents. The Parenting Coordinator may assess the situation and educate the parents as necessary regarding child development and communication and facilitate communication between the parents and others involved with their child(ren). The Parenting Coordinator may coach parents on strategies of interacting effectively with each other and their children, refer family members to other professionals, mediate disputes between parents, and make final decisions when the parents fail to reach agreement.

B. Process of Mediation: The Parenting Coordinator may mediate between the parents as necessary, that is, help the parents to make their own decisions, but the role of Parenting Coordinator is not exclusively as a mediator nor is it providing pure mediation services which require the Parenting Coordinator to be neutral and to maintain confidentiality. The Parenting Coordinator may assist parents in considering options, examining priorities, and offering suggestions.

C. Decisions by the Parenting Coordinator: The goal is for the parents to reach agreements. In the event that the parents are unable to reach a satisfactory resolution of a dispute, the Parenting Coordinator shall make the decision. The decision of the Parenting Coordinator is binding. Parents specifically waive the right to have a separate arbitration hearing and agree that the communications and information shared with the Parenting Coordinator shall serve as an arbitration hearing. In addition, the Parenting Coordinator or either parent may request the submission of written statements of positions and facts to the Parenting Coordinator. Either parent may respond in writing to the other parent’s statement within the timeframe set by the Parenting Coordinator. The Parenting Coordinator shall review the statements and responses and issue a written decision. The parents are bound by the decision of the Parenting Coordinator.

## **2. POLICIES**

A. Appointments: Appointments with the Parenting Coordinator shall be scheduled at the request of either of us by phone or in person with no written notice required, unless we have a Court Order that provides a different process. We agree to make a good faith effort to be available for appointments when requested by the other parent or the Parenting Coordinator.

B. Communication: The parents may contact the Parenting Coordinator by telephone, email or fax. The Parenting Coordinator has a policy of responding by telephone or email. Text messages will only be received and replied to by the Parenting Coordinator upon written notice to all parties.

C. Initiating Services with the Parenting Coordinator: The parties understand that the Parenting Coordinator will initiate services upon receipt of this contract and the retainer required from each party. Initiation of services requires an initial meeting with each parent at the cost of the parties and as outlined in the Court Order of Appointment. Thereafter, meeting shall occur with each party separately or together, in person or by phone or email, as directed by the parenting coordinator. The Parenting Coordinator reserves the right to make an independent screening for domestic violence in order to maintain the safety of all parties.

D. Hearings/Decisions. All parties understand and acknowledge that if one parties requests a decision from the Parenting Coordinator, the Parenting Coordinator has no discretion to refuse the hearing or decision process. The Parenting Coordinator is required to follow the rules and procedure prescribed by the Order of Appointment unless otherwise agreed by the parties in advance as provided in that Order.

## **3. FEES**

A. Father and Mother shall pay all of the costs of the Parenting Coordinator at a rate of \$ 220.00 per hour during normal business hours (M-F, 9:00 a.m. to 6:30 p.m.). Any services provided by the Parenting Coordinator during holidays, evenings or weekend (after regular business hours) shall be provided at a rate of \$ 300.00 per hour. The Parenting Coordinator may charge for staff time at the rate of \$ 100.00 per hour. The Parenting Coordinator will notify all parties if the after (business) hour rate applies for services. Charges include time spent in reviewing documents and correspondence, voice-mail, e-mail, meetings, and telephone calls with Father and Mother, their counsel and other professionals involved. The Parenting Coordinator shall charges for time required for meeting, phone calls and all emails and communications with the parties, their counsel, and with any third parties with whom the Parenting Coordinator deems necessary; all deliberations and writing of memos and arbitrated decisions; court appearances and preparation and travel time for court appearances. Court-related fees (i.e., preparation time, attendance and travel) shall be obtained by way of retainer in advance of any services rendered. The Parenting Coordinator also reserves the right to charge costs related to postage, copies, or other costs incurred to the parties.

B. We understand that in the event we must reschedule or cancel an appointment, unless we notify the Parenting Coordinator more than 24 hours prior to the scheduled appointment, we will be billed for one hour of the Parenting Coordinator's time. In the event one of us does not appear for a scheduled appointment and has not given 24 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 parent's fees. Non-payment of fees may constitute grounds for the Parenting Coordinator to apply to the Court for an award of fees in the form of a judgment against the non-paying party for failure to pay fees as stated herein.

C. Father and Mother will each provide a retainer of \$ \$600.00 to the Parenting Coordinator. At all times each parent shall maintain a retainer of at least \$220.00 (one hour each) in the account of the Parenting Coordinator who shall advise in advance when a further retainer is required. The Parenting Coordinator will provide a statement of account to the parents from time to time. Any balance due shall be paid within thirty (30) days of receipt of the invoice. If the above terms are not satisfied, the Parenting Coordinator will postpone all services until the retainer terms are met. Non-payment of fees shall be grounds for the resignation of the Parenting Coordinator. The Parenting Coordinator may charge simple interest at a rate of 5% per month on any balance due that remains due and owing for more than sixty (60) days after the date of the invoice. The Parenting Coordinator shall provide the parties with notice ten (10) days, in advance, that such interest shall be charged.

D. We understand that the Parenting Coordinator will charge the regular hourly rate for any court appearance, whether it is initiated by either party, the Court, or the Parenting Coordinator, or for preparation of any motion pursuant to the Appointment Order, whether such court appearance is during or after the period the Parenting Coordinator is appointed. The parties shall be responsible for all reasonable costs and fees related to enforcement of this contract and collection of the amounts due thereunder.

#### **4. COMPLAINTS**

A. If either parent has a complaint about the way the Parenting Coordinator is dealing with him/her or any issue, he/she shall discuss it in person with the Parenting Coordinator before pursuing it in any other manner. If, after discussion, the parent is not satisfied that the complaint has been dealt with to his/her satisfaction, then he/she may submit a written letter detailing the complaint to the Parenting Coordinator, to the other parent and to any lawyers representing the parents and/or child(ren). The Parenting Coordinator shall provide a written response to the parents and lawyers within twenty (20) days.

B. The Parenting Coordinator will then meet with the complaining parent and his/her lawyer to further discuss the matter.

C. If the complaint is not resolved after this meeting, the complaining party may file a motion with the court to remove the Parenting Coordinator.

D. The binding arbitrated decision shall be implemented and adhered to during the time the complaint process is in effect.

E. Neither party shall complain about the Parenting Coordinator to the Parenting Coordinator's licensing board without also complying with the above noted grievance procedures.

F. **Neither party shall file a Motion or other action with the Court regarding the children or Parenting Coordinator** without providing notice, in advance, to the Parenting Coordinator. If the Parenting Coordinator is required to appear in court for any reason, including, but not limited to, motions filed by the Parenting Coordinator, the Parenting Coordinator will charge the regular hourly rate above for time spent related to court proceedings.

## 5. **OTHER**

A. Role of the Parenting Coordinator: The consultation/education role of the Parenting Coordinator is not that of a therapist, and the Parenting Coordinator shall not practice psychotherapy or family therapy with parents or family members. Generally, there is to be a full sharing of information between us, and any others we agree to include in the consultations. We understand that the Parenting Coordinator may disclose the following information to appropriate authorities: (1) Parenting Coordinator has reason to believe that a child is in need of protection, (2) either parent or another person is in danger of bodily harm, or (3) Parenting Coordinator learns of the intent to commit a misdemeanor or felony.

B. The Parenting Coordinator does **not offer legal advice** to either parent.

C. There is **no confidentiality** between Parenting Coordinator and either parent.

D. **The parties acknowledge that they have received an explanation of the role and authority of a Parenting Coordinator from the parenting coordinator and/or their respective attorneys and have entered into this contract for Parenting Coordination with informed consent to the process.**

E. The parties acknowledge that this contract shall be governed by the laws in the State of Missouri and any action or dispute regarding this contract shall be resolved in a court in the State of Missouri, whether services are provide in or outside the State of Missouri and no matter where either party resides. This contract is enforceable as a contract and/or enforceable as provided in the Order of Appointment of Parenting Coordinator entered by the Court in the matter.

F. In the event that any paragraph(s), sentence(s), clause(s), or phrase(s) of this Contract shall be found invalid, void and/or unenforceable, for any reason, neither this Contract, generally, nor the remainder of this Contract, shall thereby be rendered invalid or void. The remainder of this Contract shall be construed and implemented in order to give effect to the intent of the Parties, as if such invalid, void or unenforceable provisions had not been a part hereof.

THE ABOVE TERMS AND CONDITIONS ARE ACKNOWLEDGED AND AGREED TO.

\_\_\_\_\_  
Mother

\_\_\_\_\_  
Father

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
PARENTING COORDINATOR  
Simone A. Haberstock #42062  
2016 S. Big Bend Blvd.  
Richmond Heights, Missouri 63117

Dated: \_\_\_\_\_