



2401 Westbend Parkway
Suite 2070
New Orleans, Louisiana 70114
504-363-7449
www.familymediationdivorce.com

TIMOTHY KEMERY, LCSW

Phone: 504-915-5059 | Office: 504-363-7448
tkemery@hotmail.com

PARENTING COORDINATOR/FACILITATOR CONTRACT

Please initial on the lines in the right-hand margin, to indicate you have read, understood, and agree to the items in the preceding paragraph or section.

Name: _____ Date: _____

According to my Court Order, I have entered into an agreement with Timothy Kemery, LCSW to serve as my Parenting Coordinator.

Initial _____

1. I understand that Parenting Coordination is a child-focused alternate dispute resolution process in which a duly qualified parenting coordinator assists parents or persons exercising parental authority to implement a parenting plan by facilitating the resolution of their disputes in a timely manner and by reducing their child-related conflict so that the children may be protected from the impact of that conflict. The parenting coordinator assists the parties in promoting the best interests of the child by reducing or eliminating child-related conflict through the use of the parenting coordination process.

Initial _____

2. I understand that it is in children's best interests when parents do not engage in conflict. To that end, I will attempt to resolve our parenting 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 Parenting Coordinator who shall first engage in a process to help us resolve disputes.

Initial _____

3. If the Parenting Coordinator believes it would be helpful in making a decision, they may speak to the child/ren and contact third parties including but not limited to teachers, medical care providers, caregivers, or attorneys and review any relevant documents that, in their opinion, would be helpful to the decision-making process. We agree to sign any necessary authorizations for the release of requested information. Timothy Kemery, LCSW will attempt to help us resolve our own disputes.

Initial _____

4. The parents shall consult with respect to all major decisions affecting the children, and attempt to reach an agreement. In the event that the parties are unable to reach an

agreement, the Court appoints Timothy Kemery LCSW as a coordinator, to assist the parties in reaching an agreement. In the event reaching an agreement is not successful, the coordinator shall have the right to make a recommendation to the parties and directly to the Court, reserving the right of either party to a review by the Court. Decisions made by the Parent Coordinator shall be binding until the Court rules on the issue.

Initial_____

5. THE PARENTING COORDINATOR'S WORK WITH THE FAMILY IS NOT CONFIDENTIAL. Because parenting coordination is a non-adversarial process designed to reduce acrimony and settle disputes efficiently, a Parenting Coordinator (PC) may engage in *ex parte* (individual) communications with each of the parties and/or their attorneys. The Parenting Coordinator may initiate or receive *ex parte* oral or written communications with the parties and their attorneys, legal representatives of the children, and other parties relevant to understanding the issues. Parenting coordination is not a confidential process, either for communications between the parties and their children and the PC, or for communications between the PC and other relevant parties to the parenting coordination process, or for communications with the court. Parenting coordination is an unusual type of intervention that does not fit within the existing framework of rules and laws dealing with the subjects of "statutory privileges," "rules of evidence," and "professional codes of ethics" related to the subject of "confidentiality" and statements made by parents or people involved in any disputed parenting case.

Initial_____

6. A Parenting Coordinator shall assist the parties in resolving disputes and in reaching agreements regarding children in their care including, but not limited to, the following types of issues:

- Minor changes or clarifications of access schedules from the existing custody plan.
- Exchanges of the children including date, time, place, means of transportation and the transporter.
- Health care management including medical, dental, orthodontic, and vision care.
- Child-rearing issues
- Psychotherapy or other mental health care including substance abuse or mental health assessment or counseling for the children.
- Psychological testing or other assessments of the children.
- Education or daycare including school choice, tutoring, summer school, participation in special education testing and programs, or other educational decisions.
- Enrichment and extracurricular activities including camps and jobs.
- Religious observances and education.
- Children's travel and passport arrangements.
- Clothing, equipment, and personal possessions of the children.
- Communication between the parties about the children.
- Means of communication by a party with the children when they are not in the party's care.
- Alteration of appearance of the children including hairstyle and ear and body piercing.
- Role of and contact with significant others and extended families.

- Substance abuse assessment or testing of either or both parties or the child, including access to results.
- Parenting classes or referral for other services of either or both parties.
- Any other child-related matter upon which we cannot agree and we agree in writing to submit to the parenting coordinator.

**A Parenting Coordinator shall refrain from facilitating an agreement by the parties that would change legal custody from one party to the other or that would change the physical custody or visitation schedule in a way that may result in a change in child support.*

Initial_____

7. Appointments or telephone contacts with the Parenting Coordinator may be scheduled at the request of either parent by the Parenting Coordinator. All parties agree to a good faith effort to be available when contacts are requested.

Initial_____

8. The Parenting Coordinator will disclose the following information: a) when he has a reasonable suspicion that a child may be subject to maltreatment or neglect, b) that either of us or another person may be subject to bodily harm, or c) if he learns that either of us intend to commit a felony.

Initial_____

9. This contract cannot cover all the particulars that may arise in every situation. The parties agree that the Parenting Coordinator 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 children.

Initial_____

10. The Parent Coordinator will not provide either party with legal advice or representation or psychotherapy and the parents are advised to seek any such advice from independent providers of their own choice, or to follow the recommendation of the Parent Coordinator.

Initial_____

11. If the Parent Coordinator deems himself no longer able to work with either party in an unbiased or productive manner, then he shall notify each party and the Court and request that the appointment be vacated.

Initial_____

12. The Parenting Coordinator may be terminated by written agreement of both parties, provided, however, that if a court appointment is in effect, it shall be the responsibility of the parties to have the Court vacate the appointment. If one party wishes to terminate the services of the Parenting Coordinator and the other party does not agree, an order of the court is required to remove him.

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13. Communication between the parents will be by written form through OUR FAMILY WIZARD or a similar application, or emails or texts in emergencies, all will be copied to the Parent Coordinator.

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14. FEE ARRANGEMENTS:

- a. I agree to pay the Parenting Coordinator at the rate of \$325.00 per hour and all joint charges associated with this process unless otherwise directed by the Court. **Joint charges** shall include but are not be limited to: parental emails by the Parenting Coordinator to both parents, time spent with the children, reviewing documents, participating in joint interviews, mail or electronic communications to both parents, and/or necessary third parties (including either attorneys or the court), travel, and the deliberation and issuance of decisions/recommendations. Monitoring email communication between the parents will be billed at a minimum of one ½ hour fee per month to each parent. At the beginning of the Parent Coordination process, an administrative fee of \$100.00 will be charged to each parent.

Initial _____

- b. Parental communications with the PC shall include, but not be limited to, personal face-to-face sessions, emails, texts (minimum \$20), telephone conferences, reviewing documents past and ongoing, document preparation, monthly monitoring of OFW and other communications and contacts with collaterals made by the Parent Coordinator and will be billed per the hourly rate to the individual parent or, when appropriate, split between the parents. Any communication with a third party pertaining to an individual parent, including but not limited to: the court, child protective agency or an attorney will also be billed to the individual parent at \$325.00 per hour for time spent including preparation.

Initial _____

- c. Notwithstanding the above, the Parenting Coordinator reserves the right to assess costs disproportionately, if in the sole discretion of the Parenting Coordinator, either of the parties is determined to be 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 Parenting Coordinator's time.

Initial _____

- d. All fees are due at time of service using the credit or debit card on file. Monthly invoice of services rendered and charges will be sent by email.

Initial _____

- e. Upon the signing of this contract, Family Mediation and Divorce Center, LLC shall be provided with a valid credit or debit card by each parent to be kept on file for all charges made by the Parent Coordinator. Services rendered by the Parent Coordinator will be charged to credit card at the time they are rendered on a weekly basis. Should the charges to credit card provided be declined for any reason, services will be temporarily suspended until the balance is paid in full by providing another valid credit card.

Initial _____

- f. If either party challenges a recommendation of the Parenting Coordinator in court or challenges fees owed or does not pay fees owed to the Parent Coordinator, and the Court finds the challenge is without basis, or not made in good faith, the challenging party shall be responsible for all fees including court-related, attorney fees and the Parenting Coordinator's hourly rate for preparation time, and other time spent related to the challenge.

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g. In the event the Parent Coordinator is asked to testify in Court or in deposition, the party requesting testimony shall be responsible for fees associated with that testimony. The fee for Court related activity (including but not limited to: preparation for testimony, time spent waiting to testify, time spent testifying and travel time to and from the appointed location) is assessed at \$400.00 per hour with a four-hour minimum (including prep time of at least 1 hour). The retainer fee of \$1600.00 will be charged to the credit card on file least 6 working days (weekdays) in advance of such testimony. If, after the appearance, the fees are in excess of the retainer previously provided, the excess fees shall be credited back to credit card within 5 days of the testimony. Should the testimony request be withdrawn 48 hours or more prior to testimony \$800 will be refunded and credited to credit card.

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h. We understand that if an appointment (in person or by telephone) is canceled with less than 48 hours' notice, a fee may be charged commensurate with the amount of time scheduled for that day. If one party fails to attend a scheduled appointment, that party shall be responsible for the entire cost of the scheduled visit.

Initial_____

15. COMPLAINTS OR OBJECTIONS:

a. Should either party have objections or complaints about the actions of the Parent Coordinator, the proper venue for these complaints to be heard is the Court in which he was appointed. Should any party report the Parent Coordinator to the Local Licensing Board, they will have no confidentiality and will be subject to counter suit.

Initial_____

Your Signature: _____ Date _____

Your name: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Child/ren's Name(s): _____ DOB _____

_____ DOB _____

_____ DOB _____

Your Attorney's Name: _____

Address: _____

Office Phone: _____ FAX: _____

Hearing Officer/Judge: _____