

SAMPLE

PARENTING COORDINATION AGREEMENT

We, _____ and _____, enter into this agreement with _____, Esquire, to serve as a Parenting Coordinator for us and our child, _____, per the Parenting Coordination Appointment Order, dated _____, 2025. The Parenting Coordinator shall function as a Mediator/Arbitrator of disagreements that arise when our mutual consent is required. We agree that this agreement shall serve as a **binding contract**. _____ (Initials)

We understand that Parenting Coordination is a process of alternative dispute resolution.

We understand that it is in our child's best interest when parents do not engage in conflict. To that end, we shall 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 Parenting Coordinator, who shall first engage in a process to help us resolve disputes. If efforts to negotiate a resolution of an issue are unsuccessful, the Parenting Coordinator, after we have each been given an opportunity to be heard, shall make a decision. The decision remains binding, and may become an Interim Order, unless or until otherwise ordered by the court.

To implement the custodial arrangements and provisions set forth in the custody order and resolve related parenting issues about which we cannot agree, we understand that the Parenting Coordinator is authorized to make decisions and recommend resolutions to the court about the issues set forth in our custody order(s). Other issues which may be addressed by agreement of the parties, and as permitted per the applicable Rule include, but are not limited to:

- (1) Places and conditions for transitions between households;
- (2) Temporary variation from the schedule for a special event or particular circumstance;
- (3) School issues, apart from school selection;
- (4) The child's participation in recreation, enrichment and extra-curricular activities, including travel;
- (5) Child-care arrangements;
- (6) The child's clothing, equipment, toys, and personal possessions;
- (7) Information exchanges (e.g., school, health, social) and communication with or about the child;
- (8) Coordination of existing or court-ordered services for the child (e.g., psychological testing, drug or alcohol monitoring and/or testing, anger management counseling, psychotherapy);
- (9) Behavioral management of the child; and

- (10) Other related custody issues that we agree to submit to the Parenting Coordinator, which issues and requests shall be confirmed in writing, and which are not specifically excluded by the applicable Rule of Civil Procedure and this Agreement.

We understand that the following issues are excluded from the Parenting Coordinator's scope of authority:

- (1) A change of legal custody;
- (2) A change in primary custody;
- (3) Other than set forth in subparagraph (2) of the preceding paragraph of this Agreement, a change in the court-ordered custody schedule that reduces or expands the child's time with a parent;
- (4) A change in the residence (relocation) of the child;
- (5) A determination of financial issues (other than allocation of the Parenting Coordinator's fees);
- (6) Major decisions affecting the health, education, or religion of the child; and
- (7) Other issues as may be set forth by the Judge in the order appointing the Parenting Coordinator.

Appointments or telephone contacts with the Parenting Coordinator may be scheduled at the request of either parent or of the Parenting Coordinator. We each agree to make a good faith effort to be available when contacts are requested.

A parent or a parent's counsel may communicate in writing (which includes e-mail) with the Parenting Coordinator; a copy of such written communication shall be sent contemporaneously to the other parent or the other parent's counsel, as applicable. Documents and other material given by a parent to the Parenting Coordinator shall be promptly made available by the parent to the other parent (or counsel) for inspection and copying.

Each parent and their counsel may *receive* verbal *ex parte* communications from the Parenting Coordinator; however, they may not *initiate* *ex parte* communications with the Parenting Coordinator. If the Parenting Coordinator initiates such *ex parte* communication, she shall promptly advise the other parent (or counsel).

The Parenting Coordinator's work with the family is **not confidential**. She may share information between us. Information relied upon may be set forth in the Parenting Coordinator's decision. We understand and agree that the Parenting Coordinator may be obligated to disclose, and may disclose in any event, the following information: a) a reasonable suspicion that the child may be subject to maltreatment or neglect, b) either of us or another person may be subject to bodily harm, or c) if she learns that either of us may intend to commit a felony. ____ (Initials)

If the Parenting Coordinator believes that speaking to the child and/or to third parties (e.g., therapists, teachers, medical care providers, care-givers, or attorneys) will be helpful in making a decision, the Parenting Coordinator will discuss the issue with us and we may consent

to that request, our consent not to be unreasonably withheld. Such communication with the child and/or third parties shall be limited to the issue(s) then-before the Parenting Coordinator. We also agree that the Parenting Coordinator may review any documents that, in her opinion, would be helpful to the decision-making process. We shall each sign prompt any necessary authorizations for the Parenting Coordinator to speak with the child and/or any third parties, and for the release of the requested information and documents.

We understand that neither parent can compel the testimony of the Parenting Coordinator without an order of court. In the event that it is necessary and/or required that the Parenting Coordinator be deposed or testify in court, the parents shall be equally (unless otherwise ordered by the Court) responsible for the payment for the Parenting Coordinator's time, which shall include the Parenting Coordinator's travel time. Such payment shall be determined by the Parenting Coordinator at the time, but shall not be less than \$3,500; payment shall be made in full at least 72 hours in advance of the deposition, conference, or court appearance.

_____ 's role as Parenting Coordinator may be terminated by written agreement of both parents, provided, however, that if a court appointment is in effect, 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 Parenting Coordinator and the other parent does not agree, an order of the court shall be required to remove her.

FEE ARRANGEMENTS:

We agree to pay the Parenting Coordinator at the rate of \$300.00 per hour. The hourly rate established by _____ County is _____.) Per the Order Appointing the Parenting Coordinator, Mother shall be responsible for ____% and Father shall be responsible for ____% of the Parenting Coordinator's fees and costs. The Parenting Coordinator shall charge for all time spent working on our matter (a minimum of .2 will be charged for all work performed and billing is in increments of .2) including, without limitation, for the review of documents; meeting with and/or speaking to the parents, the child, and/or third parties, including the court and counsel; participating in interviews and telephone conferences; for letters and e-mails, for reviewing mail and electronic (e-mail) communications with attorneys, parents or third parties; and for the deliberation, determination, and issuance of decisions. The Parenting Coordinator shall also bill for costs associated with the matter including, without limitation, printing and copying costs and postage.

The Parenting Coordinator reserves the right to assess costs disproportionately if, in the sole discretion of the Parenting Coordinator, either of us acts unreasonably or not in good faith, creates unnecessary problems in the resolution of an issue, or in other ways is unnecessarily utilizing a disproportionate amount of the Parenting Coordinator's time.

We agree to pay the amount due by the due date set forth on the invoice received each month. **A late payment charge equivalent to 1.5% per month will be added to any account balance that is not paid by the date set forth on the invoice.**

We understand that issues regarding billing and invoices must be raised within 30 days of the date of the invoice. In the absence of any written objections, delivered to the parenting coordinator within 30 days of our receipt of the invoice, we will be deemed to have acknowledged and accepted the invoice as accurate.

Upon the signing of this contract, the Parenting Coordinator shall be paid a retainer of \$1,000.00 with each parent paying their respective share of the retainer as provided for in the PC Appointment Order; payment shall be by check sent to the Parenting Coordinator's office.

We agree to receive the Parenting Coordinator's invoices by **electronic mail**.

____ (Initials)

If it is necessary for the Parenting Coordinator to withdraw from the case due to the actions or inactions of a parent, either directly or indirectly, the Parenting Coordinator shall so petition the Court. The parent causing such conflict or need for the Parenting Coordinator to withdraw from the case shall be responsible to the Parenting Coordinator for the Parenting Coordinator's fees and costs related to the petition to withdraw including, without limitation, for the preparation and filing of the petition, for telephone conferences with counsel and/or the court, and for court conferences and appearances. The Parenting Coordinator shall provide 14 days' written notice to the parents and counsel if she believes it necessary to withdraw from the case.

Electronic Data Communication and Storage: In the interest of facilitating services to you, the parenting coordinator will communicate with you and others by email and may send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your case may be transmitted or stored using these methods. In using these data communication and storage methods, the parenting coordinator makes reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. You recognize and accept that the parenting coordinator has no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by the GAL and the firm's third-party vendors. You consent to the parenting coordinator's use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

This contract cannot cover all of the particulars that may arise in every situation. We agree that the Parenting Coordinator may need to establish new rules and guidelines to fit the 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 interest of the child.

By our signatures below we each confirm and attest that we have read this contract and have each had the opportunity to discuss it with our respective attorneys (or other person or counsel if not represented). We further acknowledge that we fully understand the terms of this

agreement and the effect of such terms. We each acknowledge that there have been no oral modifications or limitations made to this agreement. We each enter into this contract with the full understanding that if we cannot resolve conflicts between ourselves, _____, Esquire, shall have the right to make decisions, as set forth in this Agreement, that will affect us and our child.

DATE:

DATE:

, Parenting Coordinator

DATE: _____, 2025

FISHER FAMILY LAW, LLC

COMMUNICATION AUTHORIZATION FORM

(Initials)

_____ I hereby consent to receiving information, documents and communication
by electronic mail sent to

Insert Email Address

_____ I hereby consent to receiving bills and invoices by electronic mail sent to

Insert Email Address

_____ Lise A. Fisher, Esquire and Fisher Family Law, LLC, may/may not leave
voice mail messages at the following telephone number:

I certify that I have reviewed and considered the foregoing and that I consent to the
receipt of information by electronic mail as set forth above.

DATE:

FISHER FAMILY LAW, LLC

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