ACCREDITED MEDIATION SERVICES

AMS

PARENTING CO-ORDINATION

WWW.ACCREDITEDMEDIATIONSERVICES.COM.AU

ABN: 93 863 550 498

A GUIDE TO PARENTING CO-ORDINATION



WELCOME

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



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I value your questions. Contact me for further assistance about Parenting Co-ordination and how to get started

SECTION 6: PARENTING CO-ORDINATION AGREEMENT

If you wish to get started immediately, complete Section 6 and return it to Accredited Mediation Services



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FOREWORD

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 Parenting Co-ordination services, please consider obtaining 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 will also provide non-confidential summary session reports after each PC session.

SECTION 2

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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. The methodology includes a series of clearly defined steps set out in the following pages.



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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 parents participating in the first PC 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.

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

PLAN TO CHANGE 02

It is anticipated that parents will meet with the 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 or by Order of the Court.

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, on occasion, 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 implement Orders, magically make them work and become responsible and effective co-parents.

The PC will educate co-parents, empower them to implement their orders in the best interest of the child/ren and provide conflict coaching to problem solve without conflict.



COMMUNICATE AS CO-PARENTS 04

Orders and Parenting Plans are unlikely to 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 changeovers and other forms of regular contact including the use of electronic devices.



REDIRECT FOCUS 05

The 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. PC services keep 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. The 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. This creates renewed hope about the future and gets parents back to focusing on being the parent they want to be for their child/ren.

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.

Draft orders which may assist in the appointment of our Parenting Co-ordinator are also available upon request.

Initial 90 minute individual sessions conducted by video conference are $675 + GST per parent. If assessed appropriate to continue with the PC program, subsequent joint or individual 90-minute sessions by video conferencing are $450 per hour +GST. A comprehensive fee structure and payment terms are further outlined in the 'Parenting Co-ordination Service Agreement'.

We offer payment options by direct bank deposit or PayPal credit card payments.

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SECTION 4

ANGELA LITTLE

OUR PRACTITIONER

Angela is the founder of Accredited Mediation Services and whilst admitted as an Australian Lawyer, Angela has continued to develop her skill as an independent specialist in alternative dispute resolution and prefers not to practise law.

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 ADR practitioners who has successfully completed this highly regarded post graduate legal qualification. Angela is registered as a Family Dispute Resolution Practitioner and is nationally accredited (AMDRAS) as a mediator, trained Parenting Co-ordinator (Parenting Co-ordination Australia), qualified Trainer and Assessor specialising in conflict resolution management and licensed Mental Health First Aid instructor.

The foundation of her success in shifting positional thinking while facilitating conflict resolution services. Angela is a skilled practitioner who provides a stabilising presence for parties who find themselves in highly emotive and complex disputes. She is able to guide parties through respectful discussions and empower them to focus on solutions for the future needs of the children.



05

CONTACT US

"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

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SECTION 5

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SECTION 6

PARENTING CO-ORDINATION SERVICE AGREEMENT

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

2. The parents appoint the Parenting Coordinator (PC) to assist them as set out in this agreement and agree to contact the PC to organise their respective individual 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. The sessions will typically occur once per month but may be required more frequently at the discretion of the PC or by parental agreement. The parties may organise extra sessions, jointly or individually with the PC.

ROLE OF THE PARENTING CO-ORDINATOR

3. The primary role of the Parenting Coordinator (PC) is to assist the parents in the implementation of court Orders and their co-parenting relationship for the benefit of their child/ren.

4. We the parents understand that the PC will also:

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.

Initials _____/_____

PARENTING CO-ORDINATION SERVICE AGREEMENT

b. Provide us with information, education and coaching around healthy conflict resolution and communication with a view to improving our ongoing parenting arrangement for the benefit of our children and preventing disputes from arising.

c. Where appropriate and mutually decided, provide us with case management services including conferences involving medical, allied health, educational and legal specialists.

5. We understand and accept it is not the PC's role to facilitate substantive changes to either interim or final Orders. If substantive changes are sought, parents will be referred to our lawyers to obtain legal advice and/or to an accredited FDRP (Mediator).

6. We as the parents agree that this agreement shall serve as a binding contract and to commit to minimising conflict as it is in the best interests of the child(ren). In doing so, we the parents agree to attempt to resolve our issues together using respectful communication.

7. If we the parents cannot resolve the dispute ourselves, we will request the assistance of the PC to assist in joint session. This will include facilitating a discussion to explore options for a resolution.

8. We understand that it is in the child/ren's best interests when parents do not engage in conflict.

9. We agree to attempt to resolve our issues in a mutually satisfactory manner between ourselves whenever possible.

10. 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.

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Initials _____/_____

PARENTING CO-ORDINATION SERVICE AGREEMENT

11. If efforts to negotiate a resolution of an issue are unsuccessful, the PC shall provide us with her recommendation as to the resolution she considers to be in the best interests of our child/ren. We agree and accept that any recommendations made by the PC will not be legally binding on us and will not change/alter or amend any existing Parenting Orders.

12. Written reasons for the recommendations made by the PC provided to the parents by session summary report, 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.

13. If the PC believes it would be helpful in making any recommendation, the PC may contact third parties including but not limited to the child's teachers, medical care providers, allied health providers or lawyers and review any relevant documents that, in her opinion, would be helpful to the recommendation-making process.

14. 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.

NOTE TAKING

15. During PC sessions conducted via video conferencing, the PC may use an AI-powered meeting assistant to generate draft notes. These notes are automatically produced and serve a preliminary record of discussions. The PC will manually review and where necessary, amend these notes to ensure accuracy and completeness. While every effort is made to maintain the integrity of session records, parents acknowledge that AI-generated notes may require corrections and do not constitute a verbatim transcript. By participating in these sessions, you consent to the use of AI-assisted note taking for this purpose.

Initials _____/_____

PARENTING CO-ORDINATION SERVICE AGREEMENT

RECORDINGS

16. The PC sessions will be conducted by video conferencing and/or telephone. we agree to the following:

a. Not to electronically record any aspect of the meeting on any device;

b. Not to share the content of online chats or other documents or communications with anyone who is not part of the PC process.

c. To immediately bring to the attention of everyone attending the meeting, if they can hear and/or see any content of a breakout discussion that does not include them, including breakout rooms on video conference.

d. Not to share the video or telephone conference link and/or password with any person not part of the meeting.

e. Everyone attending the meeting will come prepared for the meeting as if it is being conducted in person, including but limited to wearing appropriate attire, being free from distractions and interruptions and set up in an appropriate location.

f. The PC will not be held responsible for any breach of confidentiality due to the failure in any audio-visual technology/equipment.

COURT PROCEEDINGS

17. The PC file notes and session summary report from each joint session and any reasoning provided to support recommendations made may be provided to the court as requested by the Court, a parent's lawyer or the independent children's lawyer. A formal report will not be provided.

18. The parents unequivocally agree that the PC will not be called as a witness to give evidence in any court proceeding.

COMMUNICATION EXPECTATIONS

19. The parents agree to communicate in joint sessions in a respectful manner to each other and the PC. Behaviours constituting abuse, coercion, threats and disrespectful comments or language will not be tolerated and may result in the session being terminated without a refund of fees.

Initials _____/_____

PARENTING CO-ORDINATION AGREEMENT

20. If the PC or either parent is the subject to behaviours described at '13' above, this Agreement may be terminated and reasons provided to both the parents and to the court as to why the PC can no longer assist.

21. We the parents acknowledge and accept that the PC's work with the family is not confidential. The PC may share information between us. The PC's file, summary report and reasoning to support recommendations 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 appropriate third parties:

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 minimised, and

b. decisions will be made in the best interests of the child/ren.

22. 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.

23. Appointments by video conferencing or telephone contacts with the PC may be scheduled at the request of either parent or the PC.

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24. We as the parents agree to make an effort in good faith to be available when contact is requested, and will share equally in the costs of the total time, unless otherwise agreed.

25. The PC will make every good faith effort to contain the costs to the parents.

26. The PC's role is in effect for one year, but may be terminated at the PC's discretion 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 by further Order of the Court.

FEE ARRANGEMENTS:

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

a. Initial individual 90-minute intake sessions by video conferencing: $450 per hour per parent + GST. Costs will be charged at the rate of $450 per hour + GST for reviewing relevant legal documentation associated with the matter including Parenting Orders, Family Reports, Parenting Plans, Treating Health Practitioner records and recommendations or guidance. Additional costs will be incurred and shared equally between the parents for all sessions conducted in person at the rate charged for the hire of a suitable professional venue.

b. Subsequent joint or individual 90-minute sessions will be conducted by video conferencing: $450 per hour + GST. Where parents participate individually, fees will be borne by each parent. Where parents participate jointly in session, fees will be shared equally or otherwise agreed between the parents.

c. Time spent participating in interviews, teleconferences, telephone calls (the preceding 2 items of work being outside intake sessions or organised joint sessions); mail or email correspondence with parents; email and telecommunications with lawyers; specialist third parties; and the deliberation and drafting of file records will be charged at $450 per hour +GST billed at 15 minute increments and shared between the parents or otherwise agreed between the parents.

Initials _____/_____

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28. The following is an example only which is in the interest of certainty regarding fees outside of the preceding 2 items at 16(a) & (b):

PC receives an email from either parent and the PC may be required to respond regarding the nature of the email correspondence to reduce the potential conflict. The PC may for example take five (5) minutes to review the email and 10 (minutes) to draft a reply email to send to the parties. The time spent is a total of fifteen minutes. Each parent will therefore be invoiced $56.25 + GST ($112.50 + GST in total time billable).

29. Upon signing this contract, we the parents agree to the PC invoicing each parent $1125 +GST per parent to cover the cost of each party's file implementation, intake session (90 mins), deliberation and session summary report. The parents agree to pay the invoice in full within seven (7) days of receiving the invoice and no less than two (2) days prior to the scheduled initial intake session.

30. Periodically (each month), the parents will receive an invoice for fees to be paid within seven (7) days of receiving the invoice and no less than two (2) days prior to the next scheduled PC session. Parents may receive an invoice in advance for work to be conducted by the PC as tabled above at item 16 (a)& (b). Services may be suspended or terminated if payment is not received within the agreed timeframe.

31. Sessions for each of the parents individually and separately with the PC will be invoiced in advance of such sessions. Payment will be due within seven (7) days of receiving the invoice and paid not less than two (2) days prior to the session.

32. The parents understand that failing to pay and/or attend the sessions as outlined above or agreed may result in a breach of this agreement and may be reported to court. An administration charge will be added to any unpaid balance each month at the rate of the billable fee ($450 per hour +GST billed at 15 minute increments). The administration charge will not exceed $112.50 each month. If the parent's account is left unpaid after termination and it goes to a collection agency, the parent will be responsible for any legal fees which the PC incurs to obtain the unpaid balance including the monthly administration fee.

Initials _____/_____

PARENTING CO-ORDINATION SERVICE AGREEMENT

33. 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.

ATTENDANCE AT PARENTING CO-ORDINATION SESSIONS

34. We the parents will ensure we will attend the PC sessions by ourselves, without others present, in a private location and not in the hearing and presence of any other person, including our children.

35. In the event that one parent 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.

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

37. We understand that if a session is cancelled with less than 72 hours and fails to attend a scheduled appointment, the PC will provide us with a summary report with a notation setting out the reason for the cancellation. We understand that the summary report is not private and confidential and may be presented to third parties to decide or make recommendations for the sole purpose and in the best interest of the children.

38. I have read the above terms of this agreement and have had the opportunity to discuss the terms with my lawyer and obtain legal advice about my rights and responsibilities.

Initials _____/_____

PARENTING CO-ORDINATION SERVICE AGREEMENT

THE PARENTING CO-ORDINATOR and PARENTS have executed this as an agreement. We certify that we have read this information and fully understand the contents and will comply by the conditions set out in this agreement.

Parental Signature: _____

Date: _____

Print name, residential address (not PO Box), email and telephone Number below:

_____

_____

_____

Parental Signature: _____

Date: _____

Print name, residential address (not PO Box), email and telephone number below:

_____

_____

_____

Signed:

Date: _____

Parenting Co-ordinator: