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## PARENTING COORDINATOR AGREEMENT

We, \_\_\_\_\_ and \_\_\_\_\_  
(PARENTS), hereby appoint Karen K. Bardenstein, Ph.D. to function as Parenting Coordinator  
(PC) for us pursuant to the terms of this agreement.

**1. Parenting Coordination:** We understand that the function of a PC is to help parents resolve their differences regarding their children and their care in a manner that serves the best interests of the children, minimizes conflict between the parents that could harm the children, and fosters cooperation between parents. The PC may assess the situation and educate us as necessary regarding child development and communication, and facilitate communication between us and with others involved with our children. The PC also may coach us on strategies of dealing with each other and/or our children, or to other professionals, such as therapists or counselors.

**2. Professional Advice:** We understand that the PC does not offer legal advice or offer legal counsel, and that we have been advised to consult separate attorneys in order to be properly counseled about our legal interest, rights and responsibilities. In addition, we understand that the PC does not provide mental health services or counseling of any kind, and that we have been advised to consult separate mental health professionals regarding any mental health issue that might arise during the parenting coordination process.

**3. Releases for Information:** We agree that we shall provide appropriate written releases to the PC and any attorneys, Guardian ad Litem, school employees, health care providers and/or mental health professionals involved with us or our children, so that they may communicate with each other about any relevant subject involving us and/or our children.

**4. Confidentiality Waiver:** Because the PC may need to use information acquired from either or both of us, and from other sources, in order to perform the PC functions and responsibilities, pursuant to this agreement, we understand and agree that there will not be any confidentiality or privilege regarding any of our oral or written communications with the PC or with each other during mediation and arbitration sessions or otherwise. Also, it is understood that the statutory law of Ohio requires the PC to report to the appropriate authorities any information that would give the PC reason to believe that a child is in need of protection; that either parent is or another person is in danger of bodily harm; or, that there is intent to commit a felony.

**5. Joint Parenting Decisions:** Notwithstanding the appointment of the PC, we understand that we may make joint parenting decisions in our children's best interests at any time, without the PC's assistance.

(Optional) In the event mediation fails, as provided above in paragraph 6, we specifically grant to the PC the authority to arbitrate and decide any dispute between us related to the interpretation, enforcement and/or modification of the terms of any prior parenting plan, decree or order involving our children, with the exception of the following excluded subjects:

1. Termination of a shared parenting plan.
2. Modification of a prior parenting plan, decree or order in a manner that would significantly reduce the total parenting time of either parent during a calendar year, or that would change the designation of the residential parent for school purposes.
3. Supervised parenting time for either parent, unless specified by court order.
4. Relocation of the residence of the child.
5. The formal or informal religious education of a child.

The PC shall specifically have the right to order either or both parents to substance abuse testing and the PC shall have access to any generated reports or results. The PC shall also have the right to order appropriate medical, mental health, and counseling treatment (including psychotherapy, substance abuse treatment or counseling, and parenting classes for the children and the parents) and to order psychological testing of either or both parents or the children.

**6. Involvement of PC in Litigation:** We agree not to request, subpoena, or demand the production of any record, notes, work product, or the like of the PC concerning her work with us. To the extent that we may have a right to demand these documents, that right is hereby waived.

We agree that the PC shall not be called as a witness in any subsequent proceeding unless required by statute or court order.

**7. Influencing Children:** The PC is authorized to interview our children privately, in order to ascertain the child's needs as to the issues being arbitrated. In conducting such an interview, the PC shall avoid forcing the children to choose between us.

During any period in which we are engaged in a mediation or arbitration process, the parent with residential parenting time of a child shall take no substantial action in the area of disagreement that would prejudice or take unfair advantage of the other parent.

**8. Conferences and Communications:** Copies of all correspondence from either parent to the PC do not have to be mailed, e-mailed, faxed or hand-delivered to the other parent, unless otherwise directed by the PC.

Office and/or telephone conferences between the PC and either or both parents shall be scheduled or conducted during weekdays and the regular business office hours of the PC, or as agreed upon by the PC and the parties. We agree to make a good faith effort to be available for telephone and/or office conferences, as scheduled by the PC.

The PC is authorized to tell either or both of us that an unnecessary amount of time is being taken by either or both of us in this process. We agree that the amount of time spent on resolving a dispute be in proportion to the nature of the dispute, as determined by the PC.

**9. Payment for Services:** We agree to pay the PC for services and expenses by the PC in working with us in accordance with the terms of this agreement, including, but not limited to, the time spent by the PC reviewing/drafting documents and correspondence; meetings and phone conferences with us, our children, our attorneys, and any other people involved with us or our children, and deliberation and issuance of arbitration awards, at the rate of \$150 per hour. We also agree to pay the expenses incurred by the PC, including, but not limited to, long-distance phone calls, photocopies, fax charges, etc. This hourly rate will remain in effect for at least one year; provided, however, after twelve months from the date of execution of this agreement (date of PC's signature), the PC may charge the hourly rate regularly charged for such services by the PC at such time, upon written notice to the parents.

We shall pay the PC's fees and expenses in the following manner: Each of us shall be responsible separately for payment for our individual time spent with the PC in office and/or telephone conferences. For any services by the PC for us jointly, e.g., mediation, arbitration, drafting, joint phone/office conferences, conferences with our children and other involved third parties, etc., Father shall pay 50% and Mother shall pay 50%; provided, however, the PC shall have discretionary authority to reallocate the fees and expenses of any arbitrated matter, considering the relative merits of each parent's position.

We understand that in the event we must reschedule or cancel an office appointment with the PC, we shall be charged for one hour of the PC's time, unless we notify the PC at least 24 hours prior to the scheduled appointment. In the event that one of us does not appear for a scheduled appointment, or does not give 24 ours advance notice, and the other parent does appear or is prepared to appear, the parent who does not appear or give adequate notice shall be responsible for paying the full fee for the hour charged by the PC.

We shall deposit with the PC an advance deposit for fees and expenses of \$1500.00 upon signing of this agreement, and we shall replenish such deposit balance to the same level per parent upon its depletion. **Accounts past due 30 days will be charged finance charges at the rate of 1.5% compounded monthly (19.6% Annual Percentage-Rate).** Non-payment of fees shall be grounds for the resignation of the PC.

We agree that all fees and expenses of the PC are in the nature of additional child support, as a necessary part of our parental responsibilities, and they are not dischargeable in bankruptcy.

**10. Terms and Reports:** The term of the PC's service shall be a period of twenty-four

months from the date of execution of this agreement by the PC. At the end of the term, if either parent and/or the PC desires to terminate the professional relationship with the PC, this agreement will be terminated. The services of the PC may be terminated prior to the end of a term. The PC shall prepare and serve upon the parents, and GAL, or any, a summary report of the history of services rendered to the family, including all decisions and any recommendations for the future involvement of a PC with the family. At his/her own expense, a parent may make a record of any information submitted to the PC during the term covered by such report. The PC also may provide parents, their attorneys and the GAL with written interim reports of developments, at the PC's discretion. Any written communication with a parent must be copied to the other parent, the GAL and the attorneys for the parents.

Agreed and accepted:

Father \_\_\_\_\_ Date \_\_\_\_\_

Mother \_\_\_\_\_ Date \_\_\_\_\_

Parenting Coordinator \_\_\_\_\_ Date \_\_\_\_\_