COURT OF COMMON PLEAS

DIVISION OF DOMESTIC RELATIONS

HAMILTON COUNTY, OHIO

**Parenting Coordination Agreement**

We,       and      , the parents of      , understand the Court has appointed      to function as our Parenting Coordinator (PC). The Court ordered these services on      . The following outlines the guidelines of the agreement:

**Term of Service:**

We understand that we are ordered to continue with the PC for a term of six months which can be extended to one year.

**Functions:**

We understand that the primary function of a PC is to assist us in implementing our parenting plan. The PC will help us to resolve our differences regarding our child(ren) and their care in a manner that serves their best interests; to minimize conflict between us that could harm our child(ren); and to foster cooperation between us. The PC may assess our situation and educate us, as necessary, regarding child development, family dynamics, and communications and may facilitate communication between us and others involved with our child(ren). The PC may also facilitate negotiations between us, coach strategies in dealing with the other parent and with our child(ren), and may refer us to other professionals, such as therapists. The PC is at all times an advocate for a strong co-parenting relationship with our child(ren).

**Professional Advice:**

We understand that the PC does not offer legal advice or offer legal counsel, and that we will be advised to consult separate attorneys to be properly counseled about our legal interest, rights and responsibilities. We understand that the PC does not provide mental health services or counseling, and that we may be advised to consult a mental health professional regarding any mental health issues that might arise during the parenting coordination process.

**Releases for Information:**

We understand and agree that we will provide appropriate written releases to the PC and any attorneys, Guardians ad Litem, school employees, health care providers and/or mental health professionals involved with us or our child(ren), so that these professionals can communicate with each other about relevant information involving us and/or our child(ren). This exchange of information is for the purpose of assisting the PC in identifying our child(ren)’s needs and in helping us minimize conflict regarding our child(ren)’s care. The PC will maintain confidentiality regarding the sharing of information outside the scope of the Parenting Coordination process.

**Confidentiality:**

We understand the PC does not guarantee confidentiality of written and of oral communications, negotiations and statements we make during the course of working together. We may provide information in writing or in discussions to the PC who will consider that information in the preparation of decisions and may disclose that information in the PC’s written decisions. Notes about scheduling, appointments, agreements and decisions made may be included as part of the Court file/record.

It is also understood that the PC may disclose the following information as required by law: (1) the PC has reason to believe that a child needs protection; (2) either parent or another person is in danger of bodily harm; or (3) the PC learns of an intent to commit a felony.

**Appointments:**

The PC shall schedule appointments with either or both of us. We agree to make a good faith effort to be available for appointments when requested. The PC will use the PC’s discretion to require in-person meetings.

We understand that the PC will use the PC’s discretion in choosing whether sessions will be joint or individual depending on the nature of the issues and the PC’s assessment of the most productive method to achieve the current goals. The PC will also use the PC’s discretion in deciding how or when to include children, spouses, stepparents, significant others or relatives in the process.

All appointments will be during the Court’s business hours Monday through Friday 8:00 AM to 4:00 PM. Parenting Coordination is NOT an emergency service. The PC will not be available before or after office hours, weekends or while on vacation. It is our responsibility to inform the PC of any concerns we have in this regard and to be proactive in raising issues and concerns in a timely manner.

We understand that if we must reschedule an appointment, we must notify the PC at least 72 hours prior to the scheduled appointment.

**Communication:**

Copies of all correspondence to the PC at any time in the process must be mailed, faxed, emailed or hand-delivered to the other party with a “cc:” noted in the correspondence and delivered in the same method sent to the PC. The PC will copy all written correspondence that does not have such notation for the other parent. We understand we must at all times update telephone numbers, addresses and email addresses with the PC.

There are times when the PC may meet or communicate with each of us separately. The individual sessions may occur for individual coaching sessions, when a high degree of conflict exists between us, and/or when no contact orders are in effect. The PC will maintain impartiality toward us.

**Dispute Resolution:**

We understand that the PC may facilitate negotiations to help us resolve a dispute involving our parental responsibilities. When this occurs, the PC will document agreements and provide them to us, our attorneys, the Guardians Ad Litem and/or the Court.

**Decision-Making:**

It is our intent to resolve our issues ourselves or through facilitated negotiations. If we are unable to reach a mutually satisfactory resolution of the dispute; or if one of us or both of us are not able to follow the terms of an agreement, we understand that the PC may issue a decision based upon the disclosures, communication and information we have provided the PC. Once all the relevant information is reviewed, the PC will issue a written decision to resolve the dispute.

We understand that unilateral withdrawal or non-participation in the parenting coordination and/or decision-making processes will not prevent the process from going forward. The PC will perform the PC’s court-ordered functions and may issue a decision on information received from one of us if the other refuses to participate.

We understand that the PC’s decisions are binding as outlined in our Court order and may be subject to objections or appeal.

We understand that the PC’s decisions may address any area identified in the Court order, but the PC will not issue a decision on protection orders, change of custody or parental status, residence, or child support. We understand that the Court must address those issues.

**Written Decisions:**

When the PC issues a decision for us, the decision will be in writing and a copy will be sent to each of us and our respective attorneys through US mail, postage pre-paid or electronic transmission. A decision will be effective immediately and we must abide by the decision unless otherwise ordered by the Court. Should either of us object to the decision, we shall follow the procedures for filing objections set forth in Local Rule 2.11.

**Immunity**:

We expressly understand and agree that as a matter of law the PC receives judicial immunity against legal action for performance of court appointed PC duties.

We affirm that we have reviewed this document with the PC and understand the terms and conditions of the agreement. Our signature below represents this affirmation.

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Plaintiff Defendant

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Attorney for Plaintiff Attorney for Defendant

I affirm that I have been assigned the Parenting Coordinator and will abide by the terms and conditions of the Hamilton County Court of Domestic Relations Local Rule Title II.

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Parenting Coordinator