

## PARENTING COORDINATOR AGREEMENT

This agreement is between the parents described below and Kevin T. Gassaway, who has been appointed by the Court to function as our Parenting Coordinator, in the District Court of \_\_\_\_\_ County, State of Oklahoma, Case No. FD-\_\_\_\_-\_\_\_\_\_. The terms of this agreement are as follows:

**Gassaway  
Family  
Mediation**

Kevin T. Gassaway

kevin@gassawayfamilymediation.com

1646 South Denver Avenue  
Tulsa, OK 74119

tel 918-592-6800

fax 918-592-1800

toll free 877-404-7156

[gassawayfamilymediation.com](http://gassawayfamilymediation.com)

### I. ROLE OF THE PARENTING COORDINATOR

**A. Functions:** We understand that the primary function of a Parenting Coordinator is to assist us in implementing our parenting plan by helping us resolve our differences regarding our child(ren) and their care in a manner that serves the best interests of the child(ren), minimizes conflict between us that could harm the child(ren) and fosters cooperation between us. The Parenting Coordinator may assess the situation and educate us as necessary regarding child development, family dynamics, and communication and facilitate communication between us and with others involved with our child(ren). The Parenting Coordinator may also facilitate negotiations between us, coach on strategies of dealing with the other parent and with the child(ren), and may refer us to other professionals, such as therapists. The Parenting Coordinator is at all times an advocate for the best interests of our child(ren).

**B. Facilitation:** The Parenting Coordinator is a trained and experienced mediator. As Parenting Coordinator he may facilitate decision-making between the parents, but he is not serving as a mediator.

**C. Order Appointing Parenting Coordinator:** We understand and agree that in the performance of his duties as Parenting Coordinator, Kevin T. Gassaway will be governed by the terms, conditions and limitations of the Court Order appointing him in this matter.

### D. Decision-Making Process:

1. It is our intent to resolve our issues ourselves through facilitated negotiations. In the event that we are unable to reach a mutually satisfactory resolution of the dispute, we ask that Kevin T. Gassaway as Parenting Coordinator make recommendations and/or decide the issue and make a decision for us based upon the disclosures, communication, and information we have provided him, in accordance with and governed by the terms of the Court Order appointing him in this matter. Mr. Gassaway shall let us know when the process shifts from facilitated negotiations to making recommendations and/or decisions, whether written statements or other information will be required, what the timetable shall be and what, if any other procedures will be followed prior to Mr. Gassaway making a recommendation or decision.
2. We understand that we will not have a separate meeting in the nature of an "arbitration" hearing.
3. Kevin T. Gassaway and/or either of us may also request the submission of written statements of position and facts to him. Either of us may then respond in writing to the other party's statement. Kevin T. Gassaway shall then review the statements and responses, and any additional information from other sources and issue a recommendation or written decision regarding the issue. Nothing herein shall preclude the presentation of evidence or information by other means (orally, by email, by telephone, etc.) and the subsequent decision or recommendation by Kevin T. Gassaway
4. We understand that unilateral withdrawal or non-participation in the parenting coordination and/or decision-making processes shall not prevent the processes from going forward. The Parenting Coordinator shall still perform his court-ordered functions and may make a decision on information received from one of us if the other refuses to participate.

5. We understand that Mr. Gassaway's recommendations and decisions issued in accordance with the terms of the Order appointing him are effective upon issuance until further order of the Court.

**E. Written Decisions:**

1. When Mr. Gassaway makes a recommendation or decision for us, he shall issue the same in writing and deliver a copy to each of us and to our respective attorneys via U.S. mail, postage pre-paid, or by electronic transmission, if requested by us, within 14 days, or at a later date as circumstances may control, from the date of the completion of the session, the receipt of the last written response from a party, or the completion of his consultation with professionals or others.
2. Any request for correction or modification of a recommendation or decision shall be sent in writing, with a copy to the other parent, within seven (7) days of receipt of the recommendation or decision. Corrections may include misspellings, omissions, typographical errors, miscalculations or requests for different wording of positions or agreements.

**F. Review of Decision:** We understand that we each have the right to request that the Court modify or reject the recommendation or decision made by the Parenting Coordinator, and that any such request must be filed with the Court no later than ten (10) days after the decision or recommendation is provided to us.

## **II. GENERAL PROVISIONS APPLYING TO THE PARENTING COORDINATOR**

**A. Confidentiality:**

1. The Parenting Coordinator does not guarantee confidentiality of written and oral communications, negotiations and statements made by the parties in the course of working together. Information provided by the parents, either in discussions with the Parenting Coordinator and/or in writing by the parents will be considered by the Parenting Coordinator when serving in such role and may be disclosed in his written decisions.
2. It also is understood that the Parenting Coordinator may disclose the following information: (1) he has reason to believe that a child is in need of protection, (2) either parent or another person is in danger of bodily harm, or (3) he learns of the intent to commit a felony.

**B. Legal Advice:** Mr. Gassaway is a licensed attorney, but he does not offer legal advice, nor does he provide legal counsel. Each parent is advised to retain his/her own attorney in order to be properly counseled about his/her legal interests, rights and responsibilities.

**C. Appointments:**

1. Appointments with the Parenting Coordinator shall be scheduled at the request of either of us by phone or in person with no written notice required unless we have a Court Order that provides a different process. We agree to make a good faith effort to be available for appointments when requested by the other parent or by Mr. Gassaway.
2. We understand that Mr. Gassaway will use his discretion in choosing whether sessions shall be joint or individual depending upon the nature of the issues and his assessment of the most productive method to achieve the current goals. Mr. Gassaway will also use his discretion in deciding how to include spouses, stepparents, significant others or relatives in the process.
3. Telephone conferences will be available upon request. Mr. Gassaway will use his discretion to require in person meetings if phone conferences are not productive.

**D. Communication:**

1. Copies of all correspondence to the Parenting Coordinator at any time in the process must be mailed, faxed, e-mailed or hand-delivered to the other party with a "cc:" noted on the correspondence by the same method sent to the Parenting Coordinator.
2. Parenting Coordinator: Any written correspondence that does not have such notation shall not be read or considered.

3. Because there are times when Mr. Gassaway may meet or communicate with each of us separately, especially for individual coaching sessions, when a high degree of conflict exists between us, and/or when no contact orders are in effect, we understand that ex parte communications, that is, communications without all parties involved, may occur. Mr. Gassaway's intention is to conduct fair proceedings, and he shall maintain impartiality toward us. Once an issue has been submitted to Mr. Gassaway for decision-making, he shall avoid ex parte communication with us on that issue.

**E. Involvement of Parenting Coordinator in litigation:**

1. We understand that that the Parenting Coordinator can be called to testify as a witness in judicial, administrative or court proceedings between us.
2. We understand that the Parenting Coordinator may testify or produce records in an action by him to collect fees from one or both of us.

**F. Collateral Sources of Information:**

1. We agree with the Parenting Coordinator consulting with professionals and others who have information about us or our child(ren), such as therapists, parental responsibility evaluators, Child and Family Investigators, school teachers, etc. We agree to sign any necessary releases of information.
2. We agree that the information received may be considered by the Parenting Coordinator in assisting us and in making a decision for us, and that Mr. Gassaway is not obligated to reveal the details of the information obtained.

**G. Interviewing Children:** The Parenting Coordinator is authorized to interview our child(ren) privately in order to ascertain the child(ren)'s needs as to the issues being arbitrated. In conducting such an interview, the Parenting Coordinator shall avoid forcing a child to choose between us or otherwise putting a child in the middle of our conflicts.

**H. Time:** The Parenting Coordinator is authorized to tell either or both of us if he believes that an inordinate 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 Parenting Coordinator.

**I. Term:** The term of the Parenting Coordinator's service is as set forth in the Order appointing him.

**J. Evening, Weekend and Vacation Coverage:** We understand that Mr. Gassaway does not ordinarily provide coverage for Parenting Coordinator clients when he is away from the office. Parenting coordination is NOT designed to be an emergency service. Mr. Gassaway will not be available before or after office hours, weekends, or while on vacation. It is our responsibility to inform Mr. Gassaway of any concerns we have in this regard and to be proactive in raising issues and concerns in a timely manner. We understand and agree that in the event of an emergency requiring immediate attention and Mr. Gassaway's unavailability, we will contact our attorney and/or another appropriate professional to address our emergency.

**K. Fees:**

1. We agree to pay the Parenting Coordinator for all of his time and costs in working with us, including time spent reviewing documents and correspondence, meeting with the parents, phone conferences with us, our attorneys, professionals and others, reading and responding to e-mail messages, and deliberation, drafting and issuance of decision, at the rate of \$225.00 per hour. We also agree to pay the costs incurred by the Parenting Coordinator, including but not limited to long-distance telephone calls, copies, fax charges, etc.
2. Mr. Gassaway shall bill his time in increments of one-tenth (1/10) of an hour.
3. We shall pay the Parenting Coordinator's fees and costs accordance with the percentages set out in the Order appointing him. Mr. Gassaway's charges to us shall be according to those percentages, regardless of which parent initiates the contact, unless Mr. Gassaway chooses to recommend a change to that percentage allocation as provided for by the Order appointing him parenting coordinator.
4. We understand that in the event one of us appears for a scheduled appointment and the other parent does not appear without excuse, the parent who does not appear shall be responsible for both parents' fees.

5. Non-payment of fees shall be grounds for the resignation of the Parenting Coordinator.
6. We each shall deposit with the Parenting Coordinator a retainer of \$\_\_\_\_\_ upon the signing of this Agreement. The Parenting Coordinator shall only be entitled to any or all of the retainer as he spends time on our case. Each of us shall maintain his/her retainer at the level of \$\_\_\_\_\_ and shall replenish it to that amount as it is depleted below \$\_\_\_\_\_.
7. The Parenting Coordinator shall mail us periodic statements of time spent and fees owed. We agree to pay all fees owed in full within 15 days of receipt of the bill.
8. We understand that the Court has ordered us to pay Mr. Gassaway's fees and that he may seek the Court's assistance in collecting fees, if necessary.
9. We understand that if we have questions about any statement for fees we receive from Mr. Gassaway, neither he nor his office will charge us anything to explain charges, investigate errors, or otherwise deal with any inquiries or issues concerning his bills.

**L. Other Agreements:**

We have carefully reviewed this Agreement and by our signatures below, we acknowledge and agree to all of its terms:

\_\_\_\_\_

Date Date

\_\_\_\_\_

Kevin T. Gassaway, Parenting Coordinator Date