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**AGREEMENT TO CO-PARENTING COORDINATION**

This is an agreement by the Parties to participate in Co-Parenting Coordination involving \_\_\_\_\_ and \_\_\_\_\_. The Parties understand that Co-Parenting Coordination is a voluntary process, which may be terminated at any time by either Party without detriment and without binding obligation if prior to the duly signed written acceptance of any Parenting Agreement.

The Parties are invited to attend the Co-Parenting Coordination sessions together, unless prohibited by law, or otherwise agreed upon, or unless otherwise determined at the election of the Co-Parenting Coordinator(s). No one else may attend without the permission of the Parties and the consent of the Co-Parenting Coordinator(s).

The Co-Parenting Coordinator(s) will not function as the representative of either Party. However, the Co-Parenting Coordinator(s) may assist the Parties in understanding their rights, responsibilities, and the terms of any proposed Parenting Agreement. Each Party acknowledges being advised of the Party's right to seek independent legal review prior to accepting and signing any Parenting Agreement.

The Parties acknowledge all discussions, representations and statements made in Co-Parenting Coordination sessions together, or in separate individual caucus, or other ancillary conversations or communications, shall be non-disclosable as settlement negotiations to litigation or as elements of any written Parenting Agreement, and all statements by any Party are protected by and subject to the exclusion provisions of the Massachusetts Rules of Evidence, the Federal Rules of Evidence and/or other similarly applicable legal provisions, and similar rules of exclusion applicable to this matter recognized by any State in the United States.

The Parties acknowledge that all statements made by any Party, or the Co-Parenting Coordinator(s), relevant and material to the Co-Parenting Coordination process are absolutely privileged and shall not be alleged in any action for defamation.

The Parties acknowledge that the Co-Parenting Coordinator(s) possesses the discretion to terminate the Co-Parenting Coordination at any time if an impasse occurs or the case is deemed inappropriate for Co-Parenting Coordination.

The Parties recognize that Co-Parenting Coordination is a confidential process and agree to abide by terms of the Confidentiality Agreement.

The Parties understand and agree that the Co-Parenting Coordinators are to be jointly paid a retainer of \$2,000 at least one (1) business day before the scheduled Co-Parenting Coordination, the respective proportionate contribution of the Parties to be specified in advance, and that the Co-Parenting Coordinators collectively charge \$200 per hour against the retainer and for any additional hours of service. If any of the retainer remains unbilled it will be returned to the Parties in proportion to their prior specified contributions. Unless otherwise agreed to by the Parties in writing, each Party is responsible for payment of one-half (1/2) of the total Co-Parenting Coordination fee. However, nothing in this agreement prevents the Co-Parenting Coordinator(s) from collecting the Co-Parenting Coordination fee in its entirety from the Parties jointly or severally.

Agreed this day \_\_\_\_\_ of \_\_\_\_\_, 200\_.

\_\_\_\_\_  
Party

\_\_\_\_\_  
Party