

PARENTING CO-ORDINATION AND DISPUTE RESOLUTION:

1. Mediation and dispute resolution

1.1 The parties have appointed _____ as PC. Any substitute PC shall be a qualified psychologist, social worker or family lawyer with at least ten years' experience, conversant with working with children and families in the context of disputed residence and contact matters. The PC shall be appointed by agreement between the parties and, failing agreement, by the outgoing PC after consultation with the parties, for a period of 2 (3) years from date of referral of first dispute to the PC.

1.2 The PC shall continue to act as such until he/she resigns, or both parents agree in writing that his/her appointment shall be terminated, or his/her appointment is terminated by an order of the High Court or the expiry of the 2 (3)-year period referred to in clause 1.1 above, whichever event first occurs.

1.3 Neither parent may initiate Court proceedings for the removal of the PC or to bring to the Court's attention any grievances regarding the performance or actions of the PC without first meeting and conferring with the PC in an effort to resolve the grievance.

2. **The PC is authorised to:**

2.1 assist the parties in implementing and complying with the provisions of the parenting plan;

2.2 mediate joint decisions in respect of _____ ;

2.3 make recommendations or proposals in respect of any issue concerning the welfare and/or affecting the best interests of _____ , including a variation in contact and care and/or maintenance payable for _____ which shall **not** be binding upon the parties;

2.4 engage the services of an expert professional to assist him/her to make recommendations that have a bearing on _____ , provided the parents have agreed on the costs of such expert;

2.5 issue directives which are binding on the parties and _____ , for as long as a Court of competent jurisdiction has not ordered otherwise, limited to the following specific aspects:

2.5.1 the time, place and manner in which _____ will be transported and exchanged between the parents during weekend and holiday contact periods;

2.5.2 the variation of weekend or holiday contact arrangements which does not substantially alter the basis of the time-share allocation provided for in this parenting plan;

2.5.3 child-minding arrangements during contact periods;

2.5.4 the manner and method of parental communications;

2.5.5 the time, manner and frequency of telephonic and video contact;

2.5.6 contact with third parties.

2.6 When issuing directives, the PC shall at all times act in best
interests.

2.7 The PC's directives shall always be subject to the oversight of a Court of competent jurisdiction.

2.8 It is specifically recorded that the PC is **not** authorised to make binding directives regarding:

2.8.1 primary residence and/or care arrangement;

2.8.2 contact periods which substantially alter the basis of the time share allocation in terms of the parenting plan;

2.8.3 guardianship of ;

2.8.4 relocation outside South Africa or the Cape Peninsula;

2.8.5 maintenance payable for .

3. The procedure to resolve disputes:

3.1 If the parents are unable to reach agreement on any issue where a joint decision in respect of _____ is required, the dispute shall be referred in writing to the PC who shall forward the correspondence to the other parent and attempt to resolve the dispute as speedily as possible by way of mediation.

3.2 The PC shall use his/her best endeavours to resolve disputes by mediation first, even in instances where he/she is authorised to issue binding directives.

3.3 The PC shall conduct proceedings which are informal in nature and is entitled to receive information by means of telephone, correspondence, electronic mail, etc.

3.4 The PC will use his/her discretion in considering the weight and sufficiency of information provided and may expand his/her enquiry as he/she deems necessary for the purpose of making recommendations, proposals and/or issuing directives.

3.5 The PC shall determine the protocol of all communications, interviews and sessions, including who shall or may attend meetings. Legal representatives are not ordinarily entitled to attend such meetings, but a parent shall be permitted to caucus with his or her legal representatives, either in person or by telephone, during such meetings.

3.6 The parents and their attorneys shall not have the right to initiate oral communication with the PC in the absence of the other parent.

3.7 Any parent may communicate in writing with the PC provided that copies are provided to the other parent, and if applicable, their legal representatives.

3.8 The PC may caucus with the parents individually, provided the other parent is notified of this. Information obtained during a caucus meeting shall be made available to the other parent as determined by the PC.

3.9 The PC may confer with others, including but not limited to, step-parents, step-siblings, extended family members and friends, permanent life partners, household members, school and educational personnel, care providers and healthcare providers for the children and therapists for the children and the parents, and the parents authorise such persons to provide information to the PC.

3.10 The parents shall not be entitled to insist that any meeting (including a grievance meeting) or session is tape recorded, videoed or recorded in any manner whatsoever.

3.11 No record need be kept by the PC, except of any recommendations, proposals, directives (and the reasons therefore) or agreements reached by the parties.

3.12 The PC's services involve elements of mediation, expert opinion and counselling, but do not purely fall into any of these categories. The PC is not appointed as a psychotherapist, counsellor or attorney for _____ or the parents. No psychotherapist/patient or attorney/client relationship is created by this appointment or otherwise exists between the PC and any of the parents.

3.13 Communications between the parents and the PC shall be deemed privileged and not be used in Court proceedings, except for:

3.13.1 any agreements between the parents successfully mediated and summarised by the PC;

3.13.2 the findings and recommendations of experts appointed by the PC;

3.13.3 directives issued or recommendations and proposals made by the PC.

4. Child participation:

4.1 Each parent shall ensure that the PC may meet and/or confer with _____ at reasonable times and places without either parent being present, if the PC so decides.

4.2 The PC shall take _____ views into account having due consideration as to his/her/their age, maturity and stage of development.

4.3 Each parent shall provide the PC with all information reasonably requested by him/her pertaining to _____ .

5. All participants, including the PC, the parents and their legal representatives, shall use their best efforts to preserve the privacy of the family and, more particularly, _____ , and restrict dissemination of information related to recommendations or directives to those who need to know the information.

6. In the event that a party fails to participate in any dispute resolution process despite having been requested to do so by the PC, or fails to attend a dispute resolution session, or fails to reply to the PC's communications within five days, which communications may be by telephone, email or fax, or fails to pay the PC's costs upon request, or fails to co-operate in the dispute resolution process in any other way, the PC shall proceed with the dispute resolution process in

the absence of that party. In such circumstances, the PC shall be entitled to issue a directive and his/her decision shall be binding on both parties until such decision has been varied by a court of competent jurisdiction.

7. The parents shall be liable for the the PC's costs (save for the cost of telephonic, email or other electronic communications with the PC, which shall be borne by the parent initiating the communication) % and %. The PC may, in his/her sole discretion, vary the liability of the parents for the PC process.