



## Co-Parenting Coaching with Cristin Manfredi

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### Agreement to Co-Parenting Coaching

**Services offered:** Coaching is a relationship between a coach and the client(s). This agreement is for coaching by Cristin Manfredi (hereinafter, the “Coach”). Cristin has a master’s degree in Mediation and Applied Conflict Studies paired with undergraduate degrees in both psychology and sociology. Since earning her degrees, she has undergone extensive and consistent training in her profession as a family and divorce mediator, to assist clients with co-parenting, including training as a co-parenting coach. While there may be other issues such as depression, ADHD, and anxiety that will be discussed during the relationship, this coaching relationship may not be best suited for dealing with complex psychological issues. For those issues and at any time, you (hereinafter, the “Client”) may see a licensed mental health professional for such cure, therapy, and/or treatment. In commencing this coaching relationship, you are agreeing that you understand the above and that you will be responsible for getting other treatment as needed separately through licensed therapists if needed. Also, the Coach is not an attorney and therefore does not give clients legal advice. Any advice that is to be made about legal decisions will be up to the Client to discuss with an attorney. The Coach is there to listen, give emotional support and assist clients in brainstorming options to improve their co-parenting relationship.

1. I understand that the purpose of co-parenting coaching is to help us, the parents, discuss our parenting struggles and, when possible, develop a solution that is acceptable for us to improve our co-parenting relationship. I understand that only we, the participants, have the power to make real changes in our behavior.
2. I understand that my participation in co-parenting coaching is voluntary, and that I or any other party may withdraw at any time, including the Coach. I also understand that at any time if my Coach recommends counseling for myself or my children that this is also a voluntary option. This does not apply if the court ordered co-parenting coaching, please see below.
3. I understand that co-parenting coaching is not co-parenting counseling or therapy. It is a hybrid between mediation and coaching to assist parents in better communication, brainstorming and implementation of real changes of behavior between co-parents. I understand that co-parenting coaching is a child centered approach that helps clients understand their conflict cycle and assists parties in implementing changes to their co-parenting relationship. I agree that this coaching relationship does not involve the diagnosis or treatment of mental disorders as defined by any of the professional psychological and psychiatric associations. I further acknowledge that coaching is not to be a substitute for treatment by professional, licensed therapists. I shall be solely responsible to seek such independent professional guidance as needed. To the extent I seek or engage in such treatment while still maintaining this coaching relationship, it is recommended that I promptly inform the licensed therapist of the existence of this coaching relationship.
4. I understand that in participating in this coaching relationship, I will be solely responsible for my own physical, mental and emotional well-being, decisions, choices, actions and results, regardless of whether related to or resulting from this coaching relationship.
5. I understand that if someone from the courts orders my case to co-parenting coaching, I am not required to continue beyond what was ordered by the Judge or Court Attorney Referee (CAR). I understand that if I do not wish to continue with co-parenting coaching and the courts ask the Coach if we are still participating, she can let the courts know that I have ended my coaching relationship. This does not include breaks taken during coaching, which is acceptable and often encouraged by the Coach.

6. I understand that co-parenting coaching is a confidential process. Under New York State law, communications made during co-parenting coaching, which is a form of mediation, may not be introduced in court by the Mediator/Coach or the parties. I understand that the only exception to this rule is an admission of child abuse. This admission is not confidential and may be reported by the Coach to the appropriate authorities. If your Coach is subpoenaed into the courts for your trial, whomever subpoenas the Coach will be responsible for the cost to have the subpoena quashed, which is upwards of \$2,500.00. Also, your Coach will be paid \$100.00 an hour for her time if the subpoena is not quashed or for any time involved handling said subpoena.

7. I understand that I may consult an attorney to assist me between co-parenting coaching sessions, and that I may bring any verbal agreements reached to an attorney for that individual's advice before any agreements are submitted to the courts. I understand that if I have an attorney, it is my obligation, and not that of the co-parenting coach, to keep my attorney informed as to my participation and/or progress in the coaching process.

8. I understand that if my case has not been referred by a Family Court Judge, Supreme Court Judge or Court Attorney Referee, or if I do not have a pending custody/visitation case with the court, it is my responsibility to file a petition, or to reach out to the court affiliated mediation program, to open a case, and file necessary documents to make our agreement legally enforceable.

9. I understand that my co-parent and myself are responsible to pay the hourly rate agreed upon between the Coach and myself unless the Judge or CAR presiding over your case has stated otherwise. If my co-parent or myself have agreed to make the entire payment, that person will be responsible for covering the cost of the co-parenting coaching. These fees may be paid by check, cash, Venmo, credit card, Cash App, or Apple Pay. At any time I can request to see a breakdown of charges. I understand that my Coach is willing to work out payment plans when needed. Payments include phone conversations, video conferencing, texting and email but does not include conversations about scheduling.

10. To optimize the chances for success of this coaching relationship, I agree to be honest, open to feedback, and open to assistance from the Coach, including recommendations of books and other resources. I understand that when talking with the Coach she will be using the mediator skill of reflective listening. This does not mean the Coach is siding with me, but merely giving me a chance to tell my story. I understand that the Coach does not choose a side and would never speak negatively of one party to the other.

11. No warranties and limited liability. Unless expressly noted in this Agreement, the Coach makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon, and rendered. In no event shall the Coach be liable to the Client for any indirect, consequential or special damages. Notwithstanding any damages that the Client may incur, the Coach's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Coach under this Agreement.

12. I understand that the Coach does not want to be recorded in any capacity, including video or audio. Doing so will result in termination of the coaching relationship.

13. Entire Agreement. This document reflects the entire agreement between the Coach and the Client, and it reflects a complete understanding of the parties with respect to the subject matter. It supersedes all prior written and oral representations. It may not be amended except through a written and signed agreement between the Coach and the Client.

14. Severability and waiver. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce this Agreement.

15. Choice of law. This Agreement shall be governed and construed in accordance with the laws without giving effect to any conflicts of laws provisions.

16. Binding and successors. This Agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.

By signing below, I acknowledge that I have read or have been read the Co-parenting Coaching Agreement listed above and voluntarily agree to participate in the co-parenting coaching process.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_