

1 A.2. The Parenting Coordinator shall have authority as set forth below to make
2 decisions regarding the best interests of the child(ren), with the exception that the
3 Parenting Coordinator shall not have authority to make an order which changes
4 legal or physical custody. The Parenting Coordinator shall assist the parties and
5 the child(ren) to promote the child(ren)'s best interest in general. The Parenting
6 Coordinator is entitled to communicate with the parties, child(ren), healthcare
7 providers, psychological providers, teachers, and any other third parties deemed
8 necessary by the Parenting Coordinator. The parties recognize that parenting
9 coordination is not psychotherapy and therefore is not confidential. The parties
10 shall cooperate with the coordinator by executing any necessary releases.
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13 A.3. Except as otherwise provided herein, the fees of the Parenting Coordinator shall
14 be shared by the parties in the following manner:

15 Parent 1 shall pay _____% of the Parenting Coordinators fees, expense, and
16 advanced deposit; and Parent 2 shall pay _____% of the Parenting
17 Coordinator's fees, expenses and advance deposit. The Parenting Coordinator
18 requires a retainer of 10 hours or \$2000.00. The retainer shall be replenished
19 when it falls below \$500. The hourly fee is \$200.00.
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21 A.4. The Parenting Coordinator shall have the right to *recommend* the reallocation of
22 payment of his/her fees at a percentage different from the above if he/she believes
23 the need for his/her services is attributable to the conduct of one party or if
24 changed financial circumstances of one party or both parties warrant it.
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26 **B. ROLE OF THE PARENTING COORDINATOR:**

27 The Parenting Coordinator shall:
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1 B.1. Make any orders relative to enforcing any shared parenting plan and parenting
2 schedule and to minimize conflicts between the parties by addressing the
3 particular patterns of behavior for the parties.

4 B.2. Assist the parents in implementing any plan or schedule.

5 B.3. Minimize conflict, loyalty binds, and unnecessary stress for the children.

6 B.4. The Parenting Coordinator has the following broad responsibilities:
7

8 To educate, mediate, monitor and make orders as needed. In addition, the
9 Parenting Coordinator may:

10 B.4.1. Order approaches that will reduce conflict between parents and
11 require

12 parents to temporarily make adjustments to reduce conflict for the
13 child/ren. However, the Parenting Coordinator may not make
14 substantive or long term changes to either parent's custodial time.
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16 B.4.2. Order compliance with any parenting plan or parenting schedule in the
17 Court's Order or Settlement Agreement. In addition the Parent
18 Coordinator may monitor parental behaviors and program agreements
19 and report any noncompliance to the parents' attorneys if necessary.
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21 If
22 there is a noncompliance issue that places a child at risk, the Parenting
23 Coordinator may make temporary changes to the parenting arrangement
24 and issue a letter of noncompliance to parents' attorneys.
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26 B.4.3. Order outside resources as needed such as random drug screens,
27 parenting classes, or psychotherapy.
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- 1 B.4.4. Monitor parenting plan or parenting schedule and mediate the parents'
2 disputes concerning parenting issues.
- 3 B.4.5. Write detailed guidelines or rules recommended for communication
4 between parents and practicing those guidelines or rules with the
5 parents. If parenting skills are lacking, the coordinator shall work with
6 one or both parents to teach those skills.
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- 8 B.4.6. Order modification of the parenting plan when agreement or consensus
9 cannot be reached, as a means of reducing conflict and promoting the
10 best interests of the children. Any ordered modification of a plan or
11 schedule shall be in writing and submitted to the parents and their
12 attorneys.
- 13
- 14 B.4.7. Prior to completion, write modifications of the parenting plan when
15 mutual agreement has been made by both parents and their attorneys.
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- 17 B.4.8. Prior to completion, Order how a particular element of the parenting
18 plan or schedule shall be implemented including, without limitation, the
19 frequency and length of visitation, temporary changes in the schedule,
20 holiday or vacation planning, logistics of pickup and drop-off,
21 suitability of accommodations, issues dealing with step-parents and
22 significant others.
- 23
- 24 B.4.9. Work with both parents and any significant others to update and fine-
25 tune their parenting schedule over time. (All possible changes in the
26 family's circumstances can not be foreseen when the parenting plan
27 originated.) Parenting schedules, post divorce, may need to be adjusted
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1 to children's changing developmental needs, schools, new blended
2 families, or evolving outside interests. At the completion of the
3 program, both parents shall be put on an as-needed basis to minimize
4 problems and unnecessary litigation in the future;

5 B.4.10. Ensure that both parents maintain ongoing relationships with the
6 children; and

7
8 B.4.11. Render a final decision on any parenting issue over which the parents
9 reach an impasse, by submission of a written recommendation to the
10 parents and their counsel.

11 B.5. Educate the parents by educational sessions or by referring to a psycho
12 educational program such as *Cooperative Parenting and Divorce* in the
13 areas of:
14

15 B.5.1. effective communication and negotiation skills;

16 B.5.2. effective parenting skills;

17 B.5.3. how to meet the developmental needs of their children;

18 B.5.4. how to disengage from each other when it leads to conflict;

19 B.5.5. how to keep their children out of the middle.
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21 The Parenting Coordinator may determine if the educational component is
22 completed in a group format with other separated parents or in joint or individual
23 sessions. If the parents participate in a group, the Parenting Coordinator may
24 determine if they participate in the same group or separately. The joint sessions may
25 occur simultaneously or after the completion of a ten-week group.
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27 B.6. The Parenting Coordinator shall maintain communication among all parties by
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1 serving, if necessary, as a conduit for information. The Parenting Coordinator
2 is not the ally of either parent and the Parenting Coordinator is not a neutral
3 mediator. The Parenting Coordinator 's role is active and specifically focused
4 on helping parents work together for the benefit of the children in a child
5 advocate capacity. The Parenting Coordinator's fundamental role is to minimize
6 the conflict to which the children are exposed by the parents.
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8 **B.7.** The Parenting Coordinator is not a custody evaluator, nor can she significantly
9 change the amount of custodial time either parent has been granted by the
10 courts. Making decisions to place the child(ren) in the residence and custody of
11 one parent would seriously compromise the Parenting Coordinator 's neutrality.
12 The Parenting Coordinator shall not order primary residence of the children. The
13 Parenting Coordinator may make temporary or minor changes to reduce conflict
14 for the children or to better understand the needs of children. Temporary
15 changes are those changes that would not extend more than a few weeks. Minor
16 changes may be modifying the transfer location or time of phone calls.
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19 **B.8.** The Parenting Coordinator shall order, if necessary, supervised visitation to
20 protect the children, but not as a sanction. The Parenting Coordinator may also
21 order a transition from supervised to unsupervised visitation in writing to
22 counsel.
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24 **B.9.** Assistance provided by the Parenting Coordinator is not intended to be a crisis
25 service except when a crisis directly impacts on the child. Unless an
26 emergency directly impacts on a child neither parent shall contact the Parent
27 Coordinator outside normal working hours.
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1 B.10. Significant financial matters shall not be addressed by the Parenting Coordinator.

2 **C. MEETING WITH THE PARENTING COORDINATOR :**

3 C.1. The Parenting Coordinator may meet with the parties, the children and
4 significant others jointly or separately. The Parenting Coordinator shall
5 determine if the appointments shall be joint or separate.
6

7 C.2. Both parents shall contact the Parenting Coordinator to schedule appointments.
8 Appointments may also be scheduled when the Parenting Coordinator requests.

9 C.3. Each parent should direct any disagreements or concerns regarding the children
10 to the Parenting Coordinator during the active phase of the process. The Parent
11 Coordinator shall work with both parents to resolve the conflict and, if
12 necessary, shall recommend an appropriate resolution to the parents.
13

14 **D. WRITTEN AND ORAL DOCUMENTS AND APPEARANCE IN COURT:**

15 D.1. At the completion of the work, the Parenting Coordinator may submit a final
16 memo or written report to the parents' counsel describing any conflicts and the
17 Parenting Coordinator 's recommended resolutions. The Parenting Coordinator
18 may also report to the parties and their counsel on parental compliance with
19 and parental attitudes about any elements of the parenting plan as amended
20 by agreement or the parties or as determined by the Parenting Coordinator.
21 Copies of all memos or reports to the Court shall be sent to the parties and
22 their attorneys.
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25 D.2. If either parent subpoenas the Parenting Coordinator to testify on any matter, a
26 New Parenting Coordinator may be assigned by the current Parenting
27 Coordinator to be available to the family after the hearing date.
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E. TERMS OF APPOINTMENT:

E.1. The appointment of the Parenting Coordinator is for a defined period of time. However, as soon as the parties have stabilized they shall be transferred to an as-needed basis. If the parties are unable to make progress and/or return to court, they may request that the appointment be terminated. The Parent Coordinator may be discharged by the Court or by written agreement of the parties.

E.2. The Parenting Coordinator reserves the right to withdraw from the role of coordinator should he or she feel that effective change is no longer occurring. The parents and their respective attorneys shall be given two-weeks notice of the decision to withdraw along with the names of other coordinators. When the Parenting Coordinator terminates services she shall continue to act as the Parenting Coordinator for up to two weeks to provide a smooth transition between coordinators.

E.3. At the completion of the work with the Parenting Coordinator, a closing memo shall be sent to the parties and their counsel indicating that they have moved to an as- needed basis.

F. NO PRIVILEGE CREATED:

No physician-patient or therapist-patient relationship and/or privilege is created by this stipulation.

G. QUASI-JUDICIAL IMMUNITY OF THE PARENTING COORDINATOR:

The Parenting Coordinator is an officer of the Court. The Parenting Coordinator shall

1 have the immunity of a judicial officer from civil liability when acting in the capacity of
2 Parenting Coordinator. The immunity provided herein shall supplement and not supplant
3 any otherwise applicable common law or statutory immunity. The Parenting Coordinator
4 will testify if the Court so requests, or upon application of the Parenting Coordinator to the
5 Judge notifying the Court of the Parenting Coordinator's desire to testify. If any decision
6 or recommendation of the Parenting Coordinator is contested, either party may call the
7 Parenting Coordinator to testify. No testimony given pursuant hereto shall constitute a
8 waiver of the Parenting Coordinator's quasi-judicial immunity.
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11 **H. CONSENT TO RELEASE OF ALL RECORDS:**

12 The parties hereby consent to the release of all records and information, and shall sign
13 appropriate releases for records and information requested by the Parenting Coordinator,
14 for the purpose of obtaining information from outside sources, including but not limited to:
15 psychotherapist(s) of the child(ren), custody counselors, prior Special Masters or
16 evaluators, teachers, pediatricians, doctors of the child(ren) and
17 hospitals. Any information obtained by the Parenting Coordinator may become a part of
18 the Family Court Services confidential file by way of a report to the Court.
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21 **I. MENTAL HEALTH RECORDS OF PARENT(S):**

22 The Parenting Coordinator may request either parent to consent to release of his/her
23 mental health records.
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25 **J. PROCEDURE:**

26 J.1. **Statement of Policies and Procedures:** The Parenting Coordinator shall
27 provide the parties with a written agreement for services containing his or her
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1 fee policies, including specifically the policy concerning confidentiality of
2 information obtained by the Parenting Coordinator.

3 J.2. **Process:** Both parties shall participate in the dispute resolution processes
4 defined by the Parenting Coordinator in accordance with principles of due
5 process, which shall include at a minimum the opportunity for each of the
6 parties to be heard. Each of the parties shall be present when so requested by
7 the Parenting Coordinator. In the event a party does not attend a meeting set by
8 the Parenting Coordinator, the Parenting Coordinator may make orders despite
9 the party's absence.
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11 J.3. **Settlement Conferences and Hearings:** The Parenting Coordinator may
12 conduct Settlement Conferences or hearings either with the parties appearing
13 personally or by telephone. Conference calls are encouraged. If either party
14 wants an issue decided by the Parenting Coordinator, he or she may submit a
15 written or telephonic request to the Parenting Coordinator, as directed by the
16 Parenting Coordinator, clearly setting forth the issues in dispute. The hearings
17 may be informal and need not comply with the rules of hearsay or civil
18 procedure. The testimony need not be sworn. **There is no confidentiality as to**
19 **any evidence presented at such hearings and the rules of evidence do not**
20 **apply to any such hearings.** If either party desires a record of the proceedings,
21 on notice to the Parenting Coordinator and the other party, he or she may, as
22 may the Parenting Coordinator, audiotape the proceedings or he or she may pay
23 for a certified court reporter.
24

25 Absent an emergency, the Parenting Coordinator shall give the parties 10 days
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1 notice of such hearings. Either party may request an alternative date or time,
2 which will be granted based upon good cause shown.

3 **J.4. Interviews:** The Parenting Coordinator may talk with, and base orders or
4 recommendations upon conversations with parties, attorneys, witnesses, or
5 examinations of writings which take place without anyone but the Parent
6 Coordinator. No record need be made. The Parenting Coordinator may talk with
7 each party and without the presence of either counsel. The Parenting Coordinator
8 shall have the authority to determine the protocol of all interviews, including the
9 power to determines who attends such meetings.

10
11 **J.5. Decisions:** The Parenting Coordinator must decide issues submitted within 10
12 working days from the submission of all applicable evidence. In the event that
13 such a decision is not made within this time, the Court retains jurisdiction to
14 resolve the dispute on noticed motion by either party. Emergency decisions may
15 be done verbally, followed up by a written order. All decisions will be
16 memorialized in writing.

17
18 **J.6. Mandated Reporting:** Notwithstanding any written policy of the Parent
19 Coordinator, there is no confidentiality concerning communications with the
20 Parenting Coordinator regarding child abuse. **Incidents of child abuse or**
21 **suspected child abuse that meet the mandatory reporting standards for**
22 **mental health professionals will be reported by the Parenting Coordinator to**
23 **the appropriate authorities.** Any threats of physical harm made during this
24 process shall be subject to reporting to appropriate authorities.
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1 **K. USE OF THE PARENTING COORDINATOR:**

2 K.1. At any point either parent may request a joint session to discuss parenting
3 impasse as long as they have documented a minimum of two attempts to
4 communicate and resolve the matter with the other parent prior to requesting
5 a joint meeting.

6
7 K.2 Should any serious disputes arise between the parents pertaining to the
8 child's welfare, before seeking modification through the courts, the parents
9 shall first schedule the services of their Parenting Coordinator in an attempt to
10 resolve the matter.

11 **L. GRIEVANCES:**

12 Any complaints or grievances from either party regarding the performance or
13 actions of the Parenting Coordinator shall be dealt with according to the following
14 procedure:
15

16 L.1. A person having a complaint or grievance regarding the Parenting Coordinator
17 must discuss the matter with the Parenting Coordinator in person before
18 pursuing it in any other manner. The Parenting Coordinator may request a
19 second meeting with the attorneys present.

20
21 L.2. If, after discussion, the party decides to pursue a complaint, he/she must then
22 submit a written letter detailing the complaint or grievance to the Parent
23 Coordinator, to the other party, to both parties' attorneys (if any), and to the
24 attorney for the child(ren), if one exists. The Parenting Coordinator will within
25 10 days provided a written response to the grievance to both parties, both
26 attorneys and the attorney for the child(ren).
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1 L.3. If appropriate, given the circumstances, the Parenting Coordinator will then
2 meet with the parties and their attorneys (if any), to discuss the matter, in an
3 attempt to resolve the grievance or complaint.

4 L.4. If the grievance or complaint is not resolved after this meeting, the
5 complaining party may proceed by noticed motion to the Court for removal
6 of the Parenting Coordinator as specified above.

7
8 L.5. The court shall reserve jurisdiction to determine if either or both parties
9 and/or the Parenting Coordinator shall ultimately be responsible for any portion
10 or all of said Parenting Coordinator's time and costs spent in responding to the
11 grievance and the Parenting Coordinator's attorney's fees, if any.
12

13
14 **M. CONSENT**

15 The parties acknowledge and initial the following:

16
17 ____/____ I understand that the Parenting Coordinator can only be appointed with
18 my agreement and I agree to the appointment of the Parenting
19 Coordinator named in this stipulation.

20
21 ____/____ I understand that I can limit the issues before the Parenting Coordinator.
22 I have reviewed the issues that are to be decided by the Parenting
23 Coordinator in this stipulation and I agree to each of them.

24
25 ____/____ I understand that I can limit the time that the Parenting Coordinator
26 serves and that the powers of the Parenting Coordinator will end at the
27 end of the appointment term. I agree to the term of the appointment of
28 the Parenting Coordinator in this stipulation.

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____/____ I understand that the orders of the Parenting Coordinator will not be reviewed by the Court and that if I object to an order by the Parenting Coordinator, it is my responsibility to bring a motion before the Court, at which time the Court will conduct its own investigation and make its own order in accordance with the best interests of the child(ren).

____/____ I have had an opportunity to confer with the Parenting Coordinator appointed in this stipulation, and I have received this Parenting Coordinator’s written statement of fee policies and procedures, and I agree to this Parenting Coordinator’s appointment.

____/____ I have had an opportunity to review this stipulation and to have questions about this stipulation answered by legal counsel.

AGREED:

DATED: _____

DATED: _____

PARENT 1

PARENT 2

ATTORNEY FOR PARENT 1

ATTORNEY FOR PARENT 2

1 **I agree to my appointment as Parenting Coordinator contained in this stipulation.**

2
3 DATED: _____

PARENTING COORDINATOR

5 **ORDER**

6 **IT IS SO ORDERED:**

7
8
9 DATED: _____

JUDICIAL OFFICER