

NO. _____

JEFFERSON FAMILY COURT
DIVISION _____

{PETITIONER}

PETITIONER

v.

AGREED ORDER FOR PARENTING COORDINATOR

{RESPONDENT}

RESPONDENT

*** **

Pursuant to the stipulation of the parties hereinafter set forth, and good cause appearing therefor, IT IS ORDERED, ADJUDGED AND DECREED THAT:

A. APPOINTMENT AND AUTHORITY

1. Until resignation, written agreement of the parties or further Court Order (whichever first occurs), the following individual is hereby appointed to serve as **Parenting Coordinator** in the above-styled case:

Name: _____
Address: _____
Telephone: (_____) _____ Fax: (_____) _____

The Parenting Coordinator shall facilitate parents in making and implementing joint decisions in the best interest of their minor child or children, and, when necessary, to make decisions, with the exception of custody or primary residence, on behalf of families.

2. The Parenting Coordinator shall have authority as set forth below to make the following types of decisions:

- a. Revising visitation schedules or conditions (other than a court-ordered requirement of supervision), telephone or any other type of contact;
- b. Making and amending orders regarding exchange and/or transportation of the child or children, including specifying time and place of exchange;
- c. Changing education, daycare and/or extra-curricular activities for the child or children;
- d. Requiring a parent to submit or produce a child to submit to a substance abuse screen, psychological or custody evaluation, and provide release for the Parenting Coordinator and counsel to have access to any generated reports or results. Determining and ordering appropriate medical, mental health and counseling treatment (including psychotherapy, substance abuse and domestic violence counseling, and batterer's prevention programs, substance abuse treatment or counseling and parenting classes) for the child or children and the parents;
- e. Making orders more specific to facilitate implementation;
- f. Changing the times for religious observances and training by the child;

g. Other issues set forth specifically as:

h. Exceptions to above authority set forth below:

3. The Parenting Coordinator may request instructions from the Court, either in open court or in a writing directed to the Court, with notice to all parties and counsel. The parties may respond in writing or request a hearing within fifteen (15) days, and after said 15-day period or hearing, if requested, the Court shall issue its instructions in writing to all parties and counsel.

B. QUASI-JUDICIAL IMMUNITY

The Parenting Coordinator is an Officer of the Court to the extent of this Agreed Order. The Parenting Coordinator has quasi-judicial immunity. The parties to this agreement shall not bring any actions for damages or any other claims of any kind or character against the Parenting Coordinator for any acts or omissions under the terms of this Agreed Order.

C. PROCEDURE

1. **Process:** Both parties shall participate in the dispute resolution processes defined by the terms of this Agreed Order, which shall include, at a minimum, the opportunity for each of the parties to be heard. Each of the parties and/or counsel shall be present when so requested by the Parenting Coordinator. In the event a party does not attend a meeting set by the Parenting Coordinator, the Parenting Coordinator may make decisions despite the party's absence.

2. **Interviews:** The Parenting Coordinator may talk with and base decisions or recommendations upon conversations with parties, attorneys, collaterals and by examination of writings. The Parenting Coordinator may interview parties without the presence of counsel, unless a party requests that counsel be present. The Parenting Coordinator shall have the authority to determine the protocol of all interviews.

3. **Decisions:** The Parenting Coordinator shall make every reasonable effort to expedite their decision-making process.

4. **Abuse:** Incidents of suspected child or adult abuse that meet the mandatory reporting standards shall be reported by the Parenting Coordinator to appropriate authorities.

D. DECISIONS

Decisions of the Parenting Coordinator shall be subject to the following forms of judicial review:

1. Decisions made by the Parenting Coordinator shall be in writing and are binding and effective when signed by the Parenting Coordinator and served upon both parties and counsel. Decisions may be made orally if circumstances involving severe time constraints and/or possible emergencies so warrant. Oral decisions shall be binding when communicated to both parties, and such decisions shall be further confirmed in writing and served upon both parties and counsel as soon as practical. Either party may request a written statement setting forth the reasons for the decision within fifteen (15) days of the issuance of the oral or written decision.

2. A motion challenging a decision that is effective as set forth in Paragraph (D)(1) above must be filed no later than fifteen (15) days after the date of mailing the Parenting Coordinator's decision and/or fifteen (15) days after the date of the mailing of the written statement of the Parenting Coordinator setting forth the reasons for the decision. Failure to do so without just cause shall be dispositive of the issues. Notwithstanding any other provisions of the local Court Rules to the contrary, the filing of the motion is all that is legally required to constitute a challenge to the entirety of the Parenting Coordinator's decision. The decision of the Parenting Coordinator shall remain in effect until specifically set aside or modified by an Order of the Court.

3. Any party challenging a decision or recommendation of the Parenting Coordinator shall have the burden of proving that the recommendation or decision should not be adopted.

4. All written decisions of the Parenting Coordinator shall be provided to the Court and shall be entered as an Order of the Court within fifteen (15) days after the date of service of the written decision of the Parenting Coordinator, or within fifteen (15) days after the date of service of the reasons for the decision of the Parenting Coordinator (if requested); provided, however, that in the event a motion challenging the decision of the Parenting Coordinator is timely filed, the Court, after hearing, may adopt the decision of the Parenting Coordinator, modify it, reject it (in whole or in part), request further evidence or recommit it with instructions to the Parenting Coordinator.

5. Copies of all motions, objections or other documents submitted to the Court or issued by the Court shall be served in accordance with Local Rules on all parties, counsel, the Guardian Ad Litem, and the Parenting Coordinator by the person or entity generating such documents; provided, however, that the Parenting Coordinator may effect service by hand-delivery, mail, facsimile or e-mail.

E. COMMUNICATION WITH THE PARENTING COORDINATOR

1. The parties and their attorneys shall have the right to initiate or receive *ex parte* communication with the Parenting Coordinator; provided, however, any *ex parte* communications should be minimized whenever possible and the Parenting Coordinator shall have the right to disclose all *ex parte* communications. If the Parenting Coordinator is required to make decisions based upon an *ex parte* communication, he or she shall make reasonable efforts to contact the other party before making such decisions. Any written communication received by the Parenting Coordinator will be made a part of their record and shall be made available to the Court, counsel and other party within fifteen (15) days of a written request.

2. The Parenting Coordinator may not communicate *ex parte* with the Judge.

3. The parties and their counsel shall provide the Parenting Coordinator with the following documents within fifteen (15) days following the date of the entry of this Agreed Order or following the written request of the Parenting Coordinator:

- a. Copies of relevant pleadings;
- b. All orders, judgments or decrees entered by the Court;
- c. All other information or documents requested by the Parenting Coordinator.

F. WAIVER OF CONFIDENTIALITY AND AUTHORIZATION TO RELEASE INFORMATION AND DOCUMENTS

All participants acknowledge that all information and documents exchanged in this process will not be held confidential and may be used for any legitimate purpose in this action. Furthermore, this document shall serve as authorization by the parties for release of information and/or documents pertaining to the parties and their minor child or children from the following sources to the Parenting Coordinator, counsel and Judge:

1. Current/previous physicians;
2. Current/previous psychologists, psychiatrists, therapists and/or custody evaluators;
3. Current/previous hospital, medical and psychiatric records;
4. Child or Children's current/previous schools, teachers, counselors and staff;
5. Law enforcement agencies, police departments or sheriff's office;
6. Daycare providers
7. Other: _____

The above authorization pertains to the following parties and their minor child or children:

Relationship	Printed Name	Social Security Number	Date of Birth
Mother			
Father			
Child			
Child			
Child			
Child			

This authorization and release shall expire one (1) year following the date of the entry of this Agreed Order. The parties shall sign any additional authorization and release requested by the Parenting Coordinator.

G. FEES

1. **Charges and Costs:** The Parenting Coordinator's hourly fee shall be set by the Parenting Coordinator pursuant to an agreement between the parties and the Parenting Coordinator, and said fees shall be paid in a timely manner according to that agreement and the fee policies of the Parenting Coordinator. It is understood that despite the fact that the Parenting Coordinator may make decisions or recommendations in favor of one party, both parties will continue to be responsible for the payment of fees associated with such services at the allocated percentage designated in Section H below. Ultimately, the Court shall determine the proper allocation between the parties of the fees of the Parenting Coordinator for such services and may require reimbursement by one party to the other for any payment to the Parenting Coordinator.

The Parenting Coordinator shall be reimbursed for any reasonable expense he/she incurs in association with his/her role as Parenting Coordinator. These costs may include, but are not limited to, the following: photocopies, messenger service, long-distance telephone charges, express and/or certified mail costs and excess postage to foreign countries, parking, tolls, mileage and travel expenses, and word processing.

In the event that either party fails to provide twenty-four (24) hours' notice of cancellation of any appointment with the Parenting Coordinator, such party shall pay all of the Parenting Coordinator's charges of such missed appointments at the full hourly rate, at the discretion of the Parenting Coordinator.

Telephone calls to the Parenting Coordinator by either party are part of the process and appropriately paid for by the parties according to their percentage share as ordered, unless otherwise determined by the Parenting Coordinator.

2. **Objections to Fees or Costs:** Any objection to the Parenting Coordinator's bills must be brought to his/her attention in written form within thirty (30) business days of the billing date, otherwise the billing shall be deemed accepted.

3. **Enforcement:** In the event that a legal action becomes necessary to enforce any provision of this Agreed Order, the non-prevailing party shall pay actual and reasonable attorney fees and costs as may be incurred. The Parenting Coordinator may proceed in this action by motion to the Court in the event his/her fees are not timely paid within fifteen (15) days of demand. A willful failure to pay Parenting Coordinator fees may result in an award of judgment for fees and/or sanctions imposed by the Court.

H. ALLOCATIONS

Except as otherwise provided herein, the fees of the Parenting Coordinator shall be shared by the parties in the following manner:

Petitioner shall pay _____% of the Parenting Coordinator's fees, expenses and advance deposit; and

Respondent shall pay _____% of the Parenting Coordinator's fees, expenses and advance deposit.

The Parenting Coordinator shall have the right to *recommend* the reallocation of payment of his/her fees at a percentage different from the above if he/she believes the need for his/her services is attributable to the misconduct of one party.

I. RENEWAL, WITHDRAWAL, REMOVAL, GRIEVANCES

1. **Renewal of Term of Appointment:** The parties and the Parenting Coordinator may agree to renew or extend the term of the Parenting Coordinator by written stipulation and Order.

2. **Withdrawal of the Parenting Coordinator:** The Parenting Coordinator may, on notice to all parties and counsel, ask the Court to be removed as Parenting Coordinator. Such request shall set forth the reason for such request.

3. **Removal of the Parenting Coordinator:** The Parenting Coordinator can be removed or replaced at any time by written stipulation and order signed by all parties. In the event the parties do not agree to remove the Parenting Coordinator, either party may request the removal of the Parenting Coordinator by motion. Such motion shall proceed on the written documents submitted by both parties and the Parenting Coordinator, unless the Court orders an evidentiary hearing. Each party and the Parenting Coordinator may respond to the initial submissions in writing.

4. **Grievances:** Any complaints or grievances from either party regarding the performance or actions of the Parenting Coordinator shall be dealt with according to the following procedure:

- a. If a party decides to pursue a complaint, he/she must then submit a written letter detailing the complaint or grievance to the Parenting Coordinator, to the other party, to each party's attorney (if any) and to the Guardian Ad Litem, if one exists. The Parenting Coordinator shall, within fifteen (15) days, provide a written response to the grievance to each party, attorney and the Guardian Ad Litem.
- b. If appropriate, given the circumstances, the Parenting Coordinator will then meet with the parties and their attorneys to discuss the matter.
- c. If the grievance or complaint is not resolved after this meeting, the complaining party may proceed by motion to the Court for removal of the Parenting Coordinator as specified above.

- d. The Court shall determine if either or both parties and/or the Parenting Coordinator shall ultimately be responsible for any portions or all of said Parenting Coordinator's time and costs spent in responding to the grievance and the Parenting Coordinator's attorney fees, if any.

J. ACKNOWLEDGMENTS

The parties acknowledge that a Parenting Coordinator can only be appointed with their agreement, and they agree to the appointment of the Parenting Coordinator named in this Agreed Order. The parties further acknowledge they have reviewed the issues that are to be decided by the Parenting Coordinator in this Agreed Order and they agree to each of them. Further, the parties understand that the decisions of the

Parenting Coordinator are binding until and unless modified by the Court. They acknowledge their responsibility to participate fully in this process in good faith and in the best interest of their minor children.

JUDGE

DATE: _____

AGREED TO:

AGREED TO:

{PETITIONER}, Petitioner

{RESPONDENT}, Respondent

Date signed: _____

Date signed: _____

COUNSEL FOR PETITIONER

COUNSEL FOR RESPONDENT

AGREED TO:

GUARDIAN AD LITEM (if any)

CC: Parenting Coordinator named above

F:\WP\ARTICLES\Parenting Coordinator Program Pilot Project (11/22/02)