

**STIPULATION AND ORDER
FOR PARENT COORDINATION**

AND NOW, this _____ day of _____, 20____, the Parties agreeing that it is in the best interests of their child(ren), (*names and dates of birth*), that a Parent Coordinator be appointed to assist them in implementing the custodial arrangement set forth in the Custody Order dated _____, and managing the day-to-day parenting issues on which they do not agree, the following is STIPULATED:

1. APPOINTMENT AND TERM: _____ , is hereby appointed as Parent Coordinator for a term of _____, until the resignation of the Parent Coordinator, written agreement of both parties with leave of court, or termination by the Court, whichever first occurs.

Counsel for _____ shall provide copies of all Orders and Pleadings in this case to the Parent Coordinator within 10 days of the date hereof.

2. ROLE OF PARENT COORDINATOR: Parent Coordination involves two components:

A. The Parent Coordinator will attempt to resolve issues arising out of the custody order/parenting plan through facilitation, consultation, coaching, and education, all of which are non-decision making functions.

B. If it is apparent to the Parent Coordinator that continued similar efforts are unlikely to resolve the issue, the Parent Coordinator shall resolve the dispute by providing a binding Decision in accordance with the decision making process set forth herein.

C. The Parent Coordinator does not function as a psychotherapist, counselor, attorney, mediator, or advocate for the parties, children, or family; however, the Parent Coordinator is permitted and encouraged to facilitate communication and agreement by the parties whenever possible using mediation techniques, and shall always act in a manner conducive to the best interests of the child(ren)

3. SCOPE: The Parent Coordinator is authorized to make binding decisions about issues that may include, but are not limited to, the following:

- Dates, times, places, and conditions for transitions between households;
- Temporary variation from the schedule for a special event or particular circumstance;
- Minor long term adjustments to the physical custody schedule as set forth in the current custody order/parenting plan, not to exceed two (2) days per month;
- Selection of appropriate school for the child(ren);
- Child(ren)'s participation in recreation, enrichment, and extracurricular activities, programs, and travel;
- Childcare arrangements;
- Clothing, equipment, toys, and personal possessions;
- Discipline and behavior management of child(ren);
- Information exchange (school, health, social, etc.) and communication about the child(ren);
- Arrangements for health care reimbursements;
- Clarification of provisions in the court order/parenting plan, including, but not limited to holiday and vacation plans;
- Communication with the child(ren) when they are in the other household;
- Coordination of additional services for either of the parents or child(ren) (e.g. psychological testing, alcohol or drug monitoring/testing, psychotherapy, anger management, parenting class, etc.);
- Other related custody issues as the parties mutually agree, in writing, to submit to the Parent Coordinator.

4. EXCLUSIONS FROM PARENT COORDINATOR'S ROLE:

A. The following specific issues are excluded from the Parent Coordinator's function and decision-making authority except as set forth below in Subparagraph (B):

- A change in legal custody decision-making authority set forth in the custody order/parenting plan;
- A change in primary physical custody (residential parenting time) set forth in the custody order/parenting plan;
- Changes in the ordered custody schedule (parenting time) which substantially reduce or expand the child(ren)'s time with one or both parents;
- A change in the geographic residence (relocation) of the child(ren), which would render implementation of the current custody order/parenting plan impossible.

B. The parties may mutually agree in writing to submit any of the excluded issues set forth above to the Parent Coordinator for his/her facilitation and recommendation. Any such recommendation shall be non-binding, unless the parties agree to the result and enter a stipulation to be made an order of court. Once so entered, the result is not subject to judicial review as set forth in Paragraph 8 below.

5. **NON-CONFIDENTIALITY OF COMMUNICATIONS:** All communications from the parties and their lawyers to the Parent Coordinator and from the Parent Coordinator to the parties and their lawyers, shall not be deemed confidential, but shall be admissible in evidence under the Rules of Evidence and Rules of Court. In addition, the Parent Coordinator is authorized to communicate with the Court as to compliance, with appropriate notice to the parties.

6. **SOURCES OF INFORMATION:** Each party is ordered to provide the Parent Coordinator with all information requested by the Parent Coordinator, including the signing of all releases requested for collateral contacts. The Parent Coordinator is authorized to have contact with any professional or other individual s/he deems necessary to perform the duties as Parent Coordinator (e.g. the children, therapists, physicians, childcare providers, teachers, family members, etc.).

7. DECISION-MAKING PROCESS:

A. PROTOCOL:

The Parent Coordinator shall determine the protocol of all communications, interviews, and sessions including who shall or may attend the meetings, and whether they will be conducted in person or by telephone.

Both parties shall participate in the dispute resolution process defined by the Parent Coordinator in accordance with the principles of due process, which shall include, at a minimum, the opportunity for each of the parties to be heard, unless exigent circumstances render contact with both parties impracticable or potentially dangerous to the welfare of the child(ren). In the event a party is given notice of a session but does not attend, the Parent Coordinator may make a Decision despite the party's absence.

B. ORAL AND WRITTEN COMMUNICATIONS WITH THE PARENT COORDINATOR:

The parties and their attorneys shall have the right to initiate or receive oral ex parte communications with or from the Parent Coordinator, but the fact of the such communication shall be made known to the other party. Any party or counsel may communicate in writing with the Parent Coordinator provided that a copy is given to the other party simultaneously. Copies of any documents, tape recordings, or other material which one party gives to the Parent Coordinator must also be accessible to the other party or his/her attorney. All such communications with the Parent Coordinator shall be governed by the non-confidentiality provisions of numbered Paragraph 5, above.

C. DECISIONS:

Decisions made by the Parent Coordinator, if in writing, shall be binding and effective when signed by the Parent Coordinator. Decisions need not be in writing and may be made orally if circumstances involving severe time constraints or possible emergencies warrant. Oral decisions shall be binding and effective when made in a fashion communicated to both parties, and such decision shall be further confirmed in writing to both parties and counsel as soon as

practicable. Written decisions shall have the effect of an Order of Court, and a copy of each Decision shall be filed with the Prothonotary's Office to be docketed at the captioned docket number.

If request by either party, the Parent Coordinator will issue a written Report setting forth the reasons for a decision, within five (5) days of the issuance of the Decision.

8. JUDICIAL REVIEW

A. In the event a party objects to a Decision by the Parent Coordinator, the parties and counsel, if requested by the parties, shall meet and confer with the Parent Coordinator to attempt to resolve the objections. If the issues are resolved, a written stipulation shall be prepared by the Parent Coordinator or counsel and submitted to the Court to be entered as an Order. Such stipulation shall modify the prior Decision by the Parent Coordinator, in whole or in part, as set forth in the stipulation.

B. If a party continues to object to a Decision by the Parent Coordinator, that party may file with the court a motion for review attaching a copy of the Decision, the Report (if any) and stating the objections with clarity. The Decision shall remain in effect until changed by the Court. There shall be no trial de novo on issues decided by the Parent Coordinator within the scope of his/her authority as set forth in Paragraph 3 above. The Court will make independent determination (following an evidentiary hearing, if necessary) whether the Parent Coordinator's Decision is contrary to fact or the law, which shall be the only grounds for review. The burden of proof shall be on the moving party.

C. The procedures set forth in this section 8 are mandatory and cannot be waived by the parties.

9. QUASI-JUDICIAL IMMUNITY: The Parent Coordinator is considered an Officer of the Court, and as such has quasi-judicial immunity. The Parent Coordinator cannot be sued based on his/her actions performed pursuant to this stipulation and Order.

10. CHILD ABUSE REPORTING: The Parent Coordinator is required to report to the appropriate child welfare authority/legal authority if s/he has a reasonable suspicion that a child(ren) and/or adult may be in danger of harm and/or abuse.

11. TESTIMONY: The Parent Coordinator cannot be compelled to testify in any proceeding. However, the Parent Coordinator may elect to testify in proceedings regarding compliance with the enforcement of this Order; proceedings regarding the termination of the Parent Coordinator's services; or concerning the payment of the Parent Coordinator's fees. All testimony by the Parent Coordinator in connection with any such proceedings shall be deemed expert testimony, and paid accordingly.

12. ALLOCATION OF FEES: The parties will share the fees of the Parent Coordinator: ___% Mother and ___% Father, subject to re-allocation by the Parent Coordinator if s/he determines that one party has disproportionately caused the need for the service. In the discretion of the Parent Coordinator, the Parent Coordinator may charge for missed appointments or appointments canceled on fewer than 24 hours notice.

13. RETAINER: The parties will pay to the Parent Coordinator a joint retainer in the percentages referred to above in an amount to be determined by the Parent Coordinator to be replenished as services are rendered so that there is always a positive balance. Any funds remaining at the termination of the Parent Coordinator's services shall be refunded to the parties. The Parent Coordinator shall report to the Court in writing, with a copy sent to both parties and both counsel, concerning a party's apparent failure to cooperate in making such payments as are or may become due under this Order, and the court shall have the continuing authority under the Rules of Court to sanction a party for non-cooperation.

14. GRIEVANCES:

A. If either party has a complaint about the way the Parent Coordinator is dealing with him/her or regarding the performance or actions of the Parent Coordinator (as distinct from a

disagreement with a Decision of the Parent Coordinator), that party must discuss the matter with the Parent Coordinator in person before pursuing it in any manner.

B. If the grievance or complaint is not resolved after this meeting, the complaining party may proceed by noticed motion to the Court for removal of the Parent Coordinator as specified below.

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

15. **TERMINATION:** Neither parent may unilaterally terminate the services of the Parent Coordinator; however, both parents may do so by mutual agreement and leave of Court. The Parent Coordinator may withdraw from service at any time, upon fourteen (14) days' notice to the parties and the Court, if s/he determines resignation to be in the best interests of the child(ren), or s/he is unable to serve them. Provided the grievance procedure set forth in Paragraph 14 has been complied with, if either party has a grievance with the Parent Coordinator that has not been resolved informally and privately, then that party may file a motion with the Court to request the removal of the Parent Coordinator.

Removal shall only be granted upon a good cause shown, such as the Parent Coordinator has acted outside the scope of his/her authority, has an irreconcilable conflict of interest, is unable to be impartial, or has acted contrary to the child(ren)'s best interests. Disappointment with the Parent Coordinator's decisions is not grounds for removal. The opposing party and Parent Coordinator shall be given notice of the motion and may file a response. The Court may rule on the papers submitted or may hold an evidentiary hearing, as it deems appropriate.

16. ACCEPTANCE: The parties acknowledge that each has reviewed the foregoing terms and conditions and each has had the opportunity to consult with counsel, if he or she choose to do so.

By signing below, each party agrees to the appointment of _____ as Parent Coordinator, to fully cooperate with the Parent Coordinator, and to comply with the terms and conditions set forth in this Stipulation.

The parties authorize the entry of this Stipulation as an Order of Court, enforceable by its terms.

Signatures:

MOTHER:

FATHER:

Date: _____

Date: _____

Counsel for Mother:

Counsel for Father:

I agree to my appointment as a Parent Coordinator as set forth above. I will not undertake services until this Stipulation is entered as an Order of Court.

Parent Coordinator

ORDER

APPROVED and ORDERED this _____ day of _____, 20____.

By the Court:
