

MARIN COUNTY SUPERIOR COURT 3501 Civic Center Drive P.O. Box 4988 San Rafael, CA 94913-4988	FOR COURT USE ONLY
In Re the Marriage of: PETITIONER: and RESPONDENT:	
STIPULATION AND ORDER REGARDING APPOINTMENT OF PARENTING COORDINATOR	CASE NUMBER:

PRINCIPLES

1. The parents acknowledge that their child(ren) will benefit from a meaningful relationship with both parents that continued parental conflict will generally negatively impact their child(ren)'s adjustment, and that every effort should be made to keep the child(ren) out of the middle of their parents' disputes and communications.
2. The parents agree voluntarily to enter into this Agreement because of a desire to:
 - a. de-escalate parental conflict to which the child(ren) are exposed
 - b. focus on their child(ren)'s needs and best interests
 - c. promote their child(ren)'s optimum adjustment
 - d. resolve issues and disputes between the parents concerning the clarification, implementation, modification and/or adaptation of the court-ordered parenting plan through the informal process described in this order in a timely and cost efficient manner without litigation
 - e. benefit from the direction of a qualified professional chosen to serve as the Parenting Coordinator
3. Parenting Coordination is a child-focused dispute resolution process that combines parent education, dispute assessment, facilitated negotiations, conflict and communication management, and, when parents are unable to resolve their parenting disputes with the Parenting Coordinator's assistance, recommendations or decision making on issues that are specified in this Stipulation and Order. The ultimate goal is to help parents resolve disputed or difficult issues amicably and efficiently on their own, without having to involve the Parenting Coordinator or the adversarial process.

PURSUANT TO THE STIPULATION OF THE PARENTS hereinafter set forth, and good cause appearing therefor,

IT IS ORDERED, ADJUDGED AND DECREED THAT:

I. **APPOINTMENT**

1. _____ is appointed Parenting Coordinator by agreement of the parties until resignation of the Parenting Coordinator or written agreement of the parents, further court order, or _____ months (normally not to exceed three (3) years) after the date on which this stipulated Order becomes effective, whichever first occurs.
2. This appointment is based upon the expertise of the Parenting Coordinator as a licensed mental health professional or licensed attorney. If the Parenting Coordinator is a licensed mental health professional, no therapist-patient relationship and/or privilege is created by this stipulation. If the Parenting Coordinator is a licensed attorney, no client-attorney relationship and/or privilege is created by this stipulation. The process is not confidential.

3. The Parenting Coordinator is a Court Officer and has quasi-judicial immunity. The Parenting Coordinator cannot be sued based on his/her actions in this matter. The Parenting Coordinator's file may not be subpoenaed, and the Parenting Coordinator may not be compelled to testify.

II. AUTHORITY OF PARENTING COORDINATOR

4. The Parenting Coordinator may make decisions or orders resolving conflicts between the parents which do not affect the court's exclusive jurisdiction to determine fundamental issues of custody and time-share. If either party requests a change to a provision set forth in an existing order re child related issues, the party requesting the change must demonstrate to the Parenting Coordinator that a change in the family's situation has occurred which warrants changing the specific provision, including substantial child development issues, in an existing order.
5. The role of the Parenting Coordinator is to decide disputes relating to the clarification and implementation of current court-ordered parenting plans as well as decide or make recommendations regarding the other parenting matters listed below in sections III and IV.
6. The Parenting Coordinator does not have the authority to change the custodial designation of joint or, sole, legal or physical custody established in a current order of the court. Modification of the custodial designations is reserved to the Marin County Superior Court for adjudication. Further, the Parenting Coordinator shall not make any decisions or orders which substantially alter or reconfigure the parents' time sharing arrangements (defined as increasing or decreasing a parent's time more than four (4) nights per month).
7. Substantial changes to time-share arrangements are reserved to the Marin County Superior Court for adjudication and may be presented to the court by either party upon the recommendation of the Parenting Coordinator (See section IV, paragraph 12) or in the form of an order to show cause or request for order. In an emergency, the Parenting Coordinator may ask the court to initiate an Order to Show Cause on its own motion.
8. The Parenting Coordinator may make recommendations but not decisions with respect to the matters set forth below in section IV.

III. AUTHORITY TO MAKE DECISIONS AND ORDERS

9. Except as limited by section II, paragraph 4 hereinabove, each party specifically agrees that the Parenting Coordinator may make decisions regarding possible conflicts they may have on the following issues, and that such decisions are effective when made and will continue in effect unless modified or set aside by a court of competent jurisdiction:
 - a. Dates, time, designated person, location, and method of pick up and delivery;
 - b. Modification or reorganization of school vacation and/or holiday time resulting in increases/decreases of one week or less;
 - c. Reorganization of the schedule resulting in increases/decreases of not more than four (4) nights per month including modifications when developmentally appropriate for children under the age of six;
 - d. Care providers for child(ren);
 - e. Child rearing disputes such as bedtime, diet, clothing, homework, and discipline;
 - f. Scheduling disputes arising from afterschool, enrichment, athletic, religious education and training and other activities;
 - g. After school, enrichment and summer activities;
 - h. Health care management, such as scheduling appointments; determining who attends appointments;

- i. Participation of others in child's time (significant others, relatives, etc.) including when the custodial parent is unavailable;
- j. Participation in parenting skills training/classes or coaching and/or co-parenting counseling;
- k. Right of first refusal for child care responsibilities;
- l. Scheduling swaps of custodial time;
- m. Travel within the United States;
- n. Other: _____

(Note: The parents may exclude specified items from the above list by agreement of the parents and Parenting Coordinator).

10. Decisions on the matters listed above are binding when communicated by phone, voicemail, fax, or email. If communicated by phone or voicemail, a written communication will also be sent to the parents. At the discretion of the Parenting Coordinator or at the request of either parent, a decision may be submitted to the court by the Parenting Coordinator to be entered as a court order. At the request of either parent, a decision will be formalized by the Parenting Coordinator and submitted to the court to be entered as a court order. By signing this agreement, each parent acknowledges his/her understanding that the Parenting Coordinator's decisions on the issues listed above in paragraph 9 are binding on them. Such decisions are to be treated the same as final orders of the court, which may be reviewed by the state Court of Appeals.

IV. AUTHORITY TO MAKE RECOMMENDATIONS TO THE COURT

11. Except as limited by section II, paragraph 4 hereinabove, the Parenting Coordinator will have authority to make recommendations on the following issues:

- a. Increases/decreases in vacation and holiday time of more than one (1) week.
- b. Time share changes, including summer vacations, which increase/decrease the child's time with either parent in excess of four (4) overnights per month.
- c. Supervision of child's contacts with a parent.
- d. Appointment of counsel for child(ren).
- e. Obtaining child custody evaluation or reevaluation.
- f. Choice of school.
- g. Participation by parents and/or children in physical examinations.
- h. Participation by parents and/or children in medical and/or psychological assessments, evaluations, and psychotherapy including setting a process for the selection of a professional when the parents cannot agree. Such costs for the children shall automatically be shared by the parents equally in the absence of any provision to the contrary in a current court order or further order of the court.
- i. Participation by parents and/or children in alcohol and drug evaluation/monitoring/testing including setting a process for the selection of the appropriate professional or facility, when the parents cannot agree. The cost of drug or alcohol evaluation/monitoring/testing for children shall automatically be shared by the parents equally in the absence of any provision to the contrary in a current court order or further order of the court.
- j. Other: _____

(Note: The parents may exclude specified items from the above list by agreement of the parents and Parenting Coordinator).

12. Recommendations made by the Parenting Coordinator shall be communicated to the parents in writing by mail, fax, or email as agreed to by the parents and the Parenting Coordinator. If no written objection to the recommendations is received by the Parenting Coordinator within 10 (ten) court days of notice to the parents of the recommendations, the recommendations shall become decisions of the Parenting Coordinator and may be submitted to the court by the Parenting Coordinator for approval to be entered as court orders.
13. If an objection to the recommendation of the Parenting Coordinator is timely received, the Parenting Coordinator will notify the parents that the recommendations are not being submitted to the court. Either party may then submit the matter to the court for a *de novo* review by filing a Request For Order requesting a judicial determination on the issues addressed in the recommendations. The parties agree that either party may present the Recommendations of the Parenting Coordinator to the court for consideration at the judicial review.

V. PROCEDURE

14. Both parents shall participate in the dispute resolution process as defined by the Parenting Coordinator and shall be present when so requested by the Parenting Coordinator. The Parenting Coordinator may conduct sessions which are informal in nature, by telephone or in person, and need not comply with the rules of evidence. No formal record need be made, except the Parenting Coordinator's written decision and recommendations and the parents' mutual agreements. The Parenting Coordinator shall have the authority to determine the protocol of all interviews and sessions including, in the case of meetings with the parents, the power to determine who attends such meetings, including individual and joint sessions with the parents and/or the child(ren) and other relevant third parties.
15. The parents shall provide all reasonable records, documentation, and information requested by the Parenting Coordinator.
16. The Parenting Coordinator may utilize consultants as necessary to assist the Parenting Coordinator in the performance of the duties contained herein.

VI. COMMUNICATION WITH PARENTING COORDINATOR

17. The parents and their attorneys shall have the right to initiate or receive *ex parte* communication with the Parenting Coordinator under guidelines established by the Parenting Coordinator. Copies of all written communications to the Parenting Coordinator including emails are to be provided to the other party. The Parenting Coordinator may, in his/her sole discretion initiate written communications with a parent or counsel that are not copied to the other party.
18. The Parenting Coordinator may communicate with the parties' child or children outside the presence of the parents. The Parenting Coordinator may communicate with the therapists who are treating the parties' child or children, as well. The Parenting Coordinator may keep such communications confidential.
19. In the event of exigent or emergency circumstances that threaten the welfare of a child, the Parenting Coordinator may file an *ex parte* motion consistent with the provisions of Marin County Superior Court Family Law Rule 6.6 *Ex Parte* Matters and Orders.

VII. CHILD ABUSE REPORTING

20. The Duty to Report: The California Penal Code mandates that all child care custodians and health care practitioners (Doctors, Marriage, Family and Child Counselors, Psychologists, Social Workers and others) report to child protective services information regarding child abuse that comes to the

attention of the health care practitioner. The reporting requirement is an exception to the confidentiality privilege.

21. Immunity For Child Abuse Reporting: Health care practitioners who are required to report allegations of child abuse are immune from civil suits or liability for making their required reports. They cannot be sued for the report. Specific statutes provide for the immunity from civil suits.
22. Attorney Parenting Coordinator: The child abuse reporting statute does not apply to attorneys because attorneys are not named in the statute as a class of persons who mandatorily must report a child abuse allegation. However, an attorney Parenting Coordinator has the discretion to report any such allegation and may (and probably will) make such a report.
23. False Allegations of Child Abuse: The Family Code Section 3027.1 (a) provides for a monetary sanction and attorney fees for any knowingly false allegation of child abuse made during a child custody proceeding. This section does not apply to a Parenting Coordinator who reports an allegation made to him/her by a parent, child, or other third party, but does apply to the person making the allegation to the Parenting Coordinator if the court finds that the initial allegation was made knowing that it was untrue.

VIII. FEES AND ALLOCATION OF FEES

24. The Parenting Coordinator's fees shall be shared according to the following allocation: Petitioner _____%; Respondent _____%. The Parenting Coordinator will require an advance security deposit of \$ _____ from each party, to be returned to the parents at the end of the Parenting Coordinator tenure, less any balance owing by either party. The Parenting Coordinator may also require a retainer against which ongoing work is charged and which is to be replenished.
25. The Parenting Coordinator fees are \$ _____ per hour. Time spent in interviewing, report preparation, review of records and correspondence, telephone conversations with the parents or others relevant to the parental disputes, travel, court preparation and any other time invested in connection with serving as Parenting Coordinator will also be billed at the \$ _____ hourly rate. The Parenting Coordinator fee for Court appearances and settlement conference is \$ _____ per hour while in Court and at the settlement conference and \$ _____ per hour travel time to and from his/her office. The Parenting Coordinator may accept an advance from one party for the other party's fees. The Parenting Coordinator shall have the right to allocate 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 conduct and/or intransigence of one party.
26. The Parenting Coordinator shall be reimbursed for any expenses 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, parking, tolls, mileage, and other travel expenses.
27. The Parenting Coordinator may require payment at the end of each in-person session, and require payment within ten days of receipt of billing sent for all other services, as above and may require replenishment of the retainer. Any objection to the Parenting Coordinator bills must be brought to his/her attention in written form within ten business days of the billing date; otherwise the billing shall be deemed agreed to. The Parenting Coordinator may cease to perform services for the parties if payment is not current.
28. In the event that either party fails to provide 24 hours telephone notice of cancellation of any appointment with the Parenting Coordinator, such party shall pay all of the Parenting Coordinator charges of such missed appointment at the full hourly rate, at the discretion of the Parenting Coordinator.

IX. GRIEVANCES

- 29. The Parenting Coordinator may be disqualified on any of the grounds applicable to the removal of a judge referee or arbitrator.
- 30. Neither party may initiate court proceedings for the removal of the Parenting Coordinator or to bring to the court's attention any grievances regarding the performance or actions of the Parenting Coordinator without meeting and conferring with the Parenting Coordinator in an effort to resolve the grievance. Participation in an alternative dispute resolution process such as arbitration to resolve grievances may be required by the Parenting Coordinator prior to the Parenting Coordinator's acceptance of this appointment.
- 31. Neither parent shall complain to the Coordinator's professional licensing board without first meeting and conferring with the Parenting Coordinator in an effort to resolve the grievance. In the event no resolution is reached, the parents and Parenting Coordinator shall attend at least one session of mediation or other alternate dispute resolution process prior to any action being undertaken.
- 32. The Court shall reserve jurisdiction to determine if either or both parents and/or the Parenting Coordinator shall ultimately be responsible for any portion of all of said Parenting Coordinator time and costs spent in responding to any grievance and the Parenting Coordinator's attorney's fees, if any.
- 33. If either party or the Parenting Coordinator believes that there exists a grievance between them with respect to this stipulation that cannot be resolved, either party or the Parenting Coordinator can move the Court for relief from this stipulation, after complying with paragraph 30 above.

X. ENFORCEMENT

- 34. The court reserves jurisdiction in the family law action to enforce the provisions of this stipulation.
- 35. In the event that arbitration proceedings or a legal action become necessary to enforce any provision of this order, the non-prevailing party shall pay attorney's fees and costs as may be incurred.

XI. FINDINGS OF THE COURT

- 36. I have had an opportunity independently to consult with a lawyer of my choice before entering into this stipulation. I have read this stipulation and understand it. I freely and voluntarily enter into this stipulation. **INITIALS** _____
- 37. I choose to use the Parenting Coordinator process as an alternate method of dispute resolution to reduce future custody and visitation litigation. I waive the right to formal court litigation over the issues assigned to the Parenting Coordinator by this stipulation and order subject to the Court's power to review the Parenting Coordinator's decision. **INITIALS** _____
- 38. I understand that no California court can appoint a Parenting Coordinator without the consent of the parents, and that no California statute or court rule authorizes the appointment of a Parenting Coordinator absent such consent. **INITIALS** _____
- 39. I understand that the Parenting Coordinator will resolve certain disputes between the parties without a court hearing, and will issue some decisions that will be court orders automatically, and others that are recommendations for court orders. **INITIALS** _____
- 40. I understand that I cannot sue the Parenting Coordinator; that the Parenting Coordinator process is a quasi-judicial process; i.e., that the Parenting Coordinator has immunity from lawsuits to the broadest extent permissible under the law. The procedures set forth in this stipulation and order for addressing

grievances about the Parenting Coordinator decision-making process and decisions are the sole remedy for complaints about the Parenting Coordinator available to me.

INITIALS _____

- 41. I understand that the Parenting Coordinator has made no warranties or guarantees relating to his/her conclusions, findings, or orders. The Parenting Coordinator shall exercise independent judgment in making decisions. The fees and costs paid under this stipulation and order are not contingent on results or outcome. **INITIALS** _____
- 42. I agree that the executed copy of this Stipulation is a release allowing the Parenting Coordinator to speak with mental health providers who are treating me and/or my children. I understand that by signing this stipulation that the mental health providers may share confidential information with the Parenting Coordinator. **INITIALS** _____
- 43. I have had the opportunity to investigate and consider the training and experience of the Parenting Coordinator appointed in this stipulation, and I am satisfied that this person is qualified to serve as my Parenting Coordinator. **INITIALS** _____
- 44. I understand that if the Parenting Coordinator is a licensed mental health professional, no therapist-patient relationship and/or privilege is created by this stipulation. If the Parenting Coordinator is a licensed attorney, no client-attorney relationship and/or privilege is created by this stipulation. **INITIALS** _____
- 45. Based upon the stipulation of the parents (who have signed this stipulation and initialed this stipulation where indicated to document their agreement), the court finds that the parties have knowingly, intelligently, and voluntarily agreed to the terms of this stipulation, after having been advised to consult with independent counsel. **INITIALS** _____

XI. RESIGNATION OF PARENTING COORDINATOR

The Parenting Coordinator may resign any time he/she determines the resignation to be in the best interest of the child(ren) or the Parenting Coordinator is unable to serve out his/her term, upon thirty (30) days written notice to the parents.

MOTHER'S SIGNATURE

SIGNATURE OF ATTORNEY FOR MOTHER

FATHER'S SIGNATURE

SIGNATURE OF ATTORNEY FOR FATHER

I agree to serve as Parenting Coordinator in this case.

PARENTING COORDINATOR'S SIGNATURE

ORDER

Upon reading the foregoing stipulation, and good cause appearing therefor, IT IS SO ORDERED:

DATE

JUDICIAL OFFICER OF THE SUPERIOR COURT