

PARENTING CORDINATOR STIPULATION AND ORDER LANGUAGE

This matter came before the Court on the following stipulation of the parties. After reviewing said agreement and the Court finding same to be fair and reasonable, this Court does

FIND:

1. The parties have agreed that a Parenting Coordinator is necessary to assist them in disputes regarding their children.

2. The parties have agree that the Parenting Coordinator will be _____, whose address is _____. The Parenting Coordinator's telephone number is _____.

IT IS THEREFORE ORDERED:

1. Pursuant to Rule 114.02 (a) (10) of the Minnesota Rules of Practice – District Courts, allowing the parties to create an ADR process, _____ is hereby appointed the Parenting Coordinator for the parties under the following terms and conditions.

A. Definition of the Parenting Coordinator. The Parenting Coordinator shall be used to assist the parties with all issues that involve the minor child(ren) of the parties as west forth in Section 1.C. below, “Duties and Responsibilities of Parenting Coordinator.” The parties have agreed to attempt to resolve said issues without the intervention of the Court. The Parenting Coordinator shall consult on the issue in controversy with each parent, either individually or jointly, as the Parenting Coordinator deems appropriate. The Parenting Coordinator will try to facilitate a resolution with the

parties, or if the Parenting Coordinator deems facilitation not possible, then the Parenting Consultant shall decide the issue and advise the parents of the decision in writing.

B. Selection of Parenting Coordinator. The Parenting Coordinator shall serve so long as the Parenting Coordinator is available and agrees to serve. If a different Parenting Coordinator is needed because the selected individual becomes unavailable, does not agree to serve, or is removed by written agreement of the parties, a replacement Parenting Coordinator shall be named by mutual agreement of the parties or by obtaining a list of five qualified persons from the present Parenting Coordinator and alternately striking names. Petitioner shall strike the first name.

C. Duties and Responsibilities of Parenting Coordinator. The Parenting Coordinator shall have the duty and responsibility to assist the parties in resolving all child-related issues submitted for resolution, except for those issues specifically excluded by this paragraph. The Parenting Coordinator is prohibited from addressing spousal support, child support and modification of custody unless the parties agree, in writing, that the Parenting Coordinator may address such issues and the Parenting Coordinator agrees to address such issues. Unless prohibited by this paragraph, all determinations by the Parenting Coordinator are binding decisions under this Order.

(1) Process. Upon notification by a party that there is an issue in controversy, the Parenting Coordinator will meet with the parties by telephone, in person, or by other means as determined by the Parenting Coordinator, to discuss the issue in controversy. The Parenting Coordinator will review all appropriate information relating to the issue in controversy, including but not limited to any existing and prior court Orders and any agreements of the parties. The Parenting Coordinator may meet with the child(ren) as the

Parenting Coordinator deems it appropriate. The Parenting Coordinator may also proceed by joint or individual in-person meetings, telephone, written correspondence, or other means determined appropriate by the Parenting Coordinator as the situation warrants. If a party fails to provide input into a decision of the Parenting Coordinator after a reasonable period under the circumstances following a request for input, the Parenting Coordinator may resolve the issue in controversy without input from that parent.

(2) Scope of Authority. The Parenting Coordinator shall have authority to perform the following, which are meant to be inclusive, but not limiting:

a. Consult with outside sources, such as teachers, therapists, physicians, family members, and review school, medical, or other records related to service delivery and persons with whom the parties and/or the child(ren) have associations;

b. Require independent evaluations and psychological testing of the parties and/or child(ren) if the Parenting Coordinator determines it would be helpful to the resolution of the problems;

c. Require that a parent or child(ren) participate in therapy, anger management, or other behavioral health services and select the therapist whenever it would be helpful to resolve the problems or assist the child(ren);

d. Decide the holiday and vacation access schedule between the parties and the minor child(ren) to the extent that the holidays and specific vacations dates have not been determined by a court order or prior decision of a Parenting Time Expeditor or Parenting Coordinator or are no longer workable due to a change in circumstances;

e. Decide school attendance, vacation and summer camp issues, including dates and times for same, to the extent the specific vacation dates have not been

determined by a court order or prior decision of a Parenting Time Expeditor or Parenting Coordinator or are no longer workable due to a change in circumstances;

f. Decide the appropriate school placement for the child(ren);

g. Authorize “trading” of time with the child(ren) where one party requests and the other party declines;

h. Award compensatory parenting time to one parent because the other parent did not permit the children to be with the parent who had custodial or access rights under the existing court order or decision of the Parenting Coordinator or Parenting Time Expeditor;

i. Interpret ambiguities or unclear provisions in the parties’ stipulations and/or court orders;

j. Decide parenting issues that were not contemplated by the parties when they addressed parenting issues in previous stipulations or are not addressed by an existing court order or prior decision of a Parenting Coordinator or Parenting Time Expeditor;

k. Decide allocation of fees and expenses related to parenting issues, such as fees for extracurricular activities, but excluding child support, which were not determined by a court order or prior decision of a Parenting Consultant or Parenting Time Expeditor;

l. Make recommendations and memorialize agreements made by the parties;

m. Decide alterations in the access schedule or revisions to previously decided parenting issues as need to meet changing circumstances;

n. Decide issues and disputes between the parties on issues delineated herein by rendering a verbal or written decision. Verbal decisions are to be confirmed in writing to both parties; and

o. Decide issues with input from only one party where the other party has failed to participate in the decision making process or failed to make payment as required.

D. Duties of the Parties.

(1) Both parties shall cooperate and operate in good faith to resolve the matter(s) in dispute with the assistance of the Parenting Coordinator. The Parenting Coordinator is authorized to communicate and share information with any person without the necessity of obtaining a release from both parties. To the extent a release is required by any non-party, both parties shall sign any releases necessary for the Parenting Coordinator to access any information the Parenting Coordinator deems necessary.

(2) The parties agree to abide by all determinations that are made by the Parenting Coordinator within the scope of authority per this Order, unless modified by subsequent court order. If one or both of the parties disagree with the decision of the Parenting Coordinator, that party must obtain a court hearing date to contest the Parenting Coordinator's decision. The party in disagreement with the decision of the Parenting Coordinator must provide written notice of the hearing date to the other parent and the Parenting Coordinator within fourteen (14) days of receiving the written decision from the Parenting Coordinator. The party shall be obligated to file and serve pleadings on the motion within the time frame of the law and procedural rules governing Family Court.

(3) All decisions of the Parenting Coordinator that are within the scope of authority per this Order shall be binding on the parties until otherwise ordered by the Court, and such decisions must be implemented, including those during periods in which a motion is pending before the Court. If a parent fails to abide by the decision of the Parenting Coordinator, he and/or she shall be subject to any sanctions deemed appropriate by the Court, including, but not limited to the payment of attorney's fees.

E. Payment of Costs. Both parties shall share equally the Parenting Coordinator's fees and disbursements unless the Parenting Coordinator determines that one party should pay more than one-half of the Parenting Coordinator's fees and disbursements because the Parenting Coordinator has determined that a party has unreasonably contributed to the costs or abused the Parenting Coordinator process. If the Parenting Coordinator determines that one party has unreasonably contributed to the costs or abused the process, the Parenting Coordinator may allocate the costs for the contact, meetings, or work related to such contact in a different manner, which the Parenting Coordinator deems appropriate under the circumstances. The Parenting Coordinator reserves the right to suspend all services, including provision of any written documentation, until payment of any unpaid balance. In the event one party does not pay his or her share of the retainer, the other party may pay the full retainer requested and bring a motion seeking reimbursement for the noncomplying party's share of the retainer.

F. Confidentiality and Privilege.

(1) There is no privilege according to the Parenting Coordinator pursuant to law, nor do the confidentiality provisions of Rule 114 apply. All communications with the parties and others with whom the Parenting Coordinator has conferred or discussed

the case are subject to disclosure. Statements made to the Parenting Coordinator by the attorneys and/or parties may lose the protection of the attorney-client privilege.

(2) Safe Harbor. If the child(ren) are receiving behavioral health services, the Parenting Coordinator may seek information from the child(ren)'s behavioral health provider(s). In order to preserve the safety and confidentiality of the child(ren)'s therapeutic environment, it is essential that the child(ren) free to speak openly with their therapist(s) without fear of their statements being disclosed, so that the therapist's office may serve as a "safe harbor" for the child(ren). Therefore, any information given the Parenting Coordinator by any behavioral health provider for the child(ren) will be maintained as confidential. The Parenting Coordinator shall keep any documents containing information provided by a behavioral health professional treating the child(ren) in a file separate from the Parenting Coordinator file. Neither parent shall, nor shall either parent permit his or her attorney, to subpoena the information contained in this separate file. Any party, or his or her attorney, who seeks to interrogate the Parenting Coordinator about or to subpoena the information in this separate file shall be liable for all attorney fees and costs incurred to resist answering discovery requests or to quash a subpoena. If the Parenting Coordinator makes a decision based on input from the child(ren)'s therapist(s), the Parenting Coordinator reserves the right to document this decision stating only, "I have decided this based on input from the child(ren)'s therapist," without further explanation.

G. Legal Proceedings. The Parenting Coordinator shall not be precluded from participation as a witness or collateral contact in a custody or parenting time study or inquiry involving either party. Further, both parties may, upon making payment as

provided by the law and rules of court pertaining to experts, use the Parenting Coordinator as a collateral resource and/or call the Parenting Consultant as a witness to testify in any proceeding involving the children or the subject matter of the Parenting Coordinator's work with the parties.

H. Applicability of Dispute Settlement Procedures. The above procedures shall apply to any claims or controversies regarding the child(ren) as set forth herein.

I. Review by the Court and/or Appeals.

(1) The above procedure shall be followed and neither of the parties may apply to the court for relief from the decisions of the Parenting Coordinator except as provided herein.

(2) Any claims filed in court arising from the parties' work with the Parenting Coordinator, including but not limited to fee disputes, shall be heard in Family Court.

J. Notice to Parenting Coordinator. The attorneys, or parties if there are not attorneys, shall provide the Parenting Coordinator with a fully executed copy of this Stipulation and Order.