

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY,
PENNSYLVANIA

CIVIL ACTION LAW – CUSTODY

NO:

VS.

STIPULATION AND ORDER FOR PARENTING COORDINATION

AND NOW, this _____ day of _____, 2012, the Parties agreeing that it is in the best interests of their child(ren), _____, that a Parenting Coordinator be appointed to assist them in implementing the custodial arrangement set forth in the Custody Order dated _____ and/or managing the day-to-day parenting issues on which they do not agree, the following is STIPULATED:

1. APPOINTMENT AND TERM: John M. Shaken-Kaye, Ph.D., is hereby appointed as Parenting Coordinator for a term of ____ months, until the resignation of the Parenting Coordinator, written agreement of both parties, or termination by the Court, whichever first occurs.

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

2. ROLE OF PARENTING COORDINATOR: Parenting Coordination involves two components:

A. The Parenting Coordinator attempting 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 Parenting Coordinator that continued similar efforts are unlikely to resolve the issue, the Parenting Coordinator shall resolve the dispute by providing a binding decision in accordance with the decision making process set forth herein.

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

D. After the conclusion of the term of this agreement, the Parenting Coordinator may not function subsequently as a psychotherapist, counselor, attorney, mediator, or advocate for the parties, children or family.

3. SCOPE: The Parenting 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;
- Child-care 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: _____
- Other related custody issues as the parties mutually agree, in writing to submit to the Parenting Coordinator.

4. EXCLUSIONS FROM PARENTING COORDINATOR'S ROLE:

A. The following specific issues are excluded from the Parenting 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 reduces or expands 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.

- Other: _____

B. The parties may mutually agree in writing to submit any of the excluded issues set forth above to the Parenting Coordinator for his/her facilitation and recommendation. Any such recommendation shall be nonbinding, 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 COMMUNICATION: All communications from the parties and/or their lawyers to the Parent Coordinator and/or from the Parenting Coordinator to the parties and/or their lawyers shall not be deemed confidential, but rather shall be admissible in evidence under the Rules of Evidence and Rules of Court. In addition, the Parenting Coordinator is authorized to communicate with the Court as to compliance at a hearing.

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

7. DECISION-MAKING PROCESS:

A. **PROTOCOL:** The Parenting 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 Parenting

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 Parenting Coordinator may make a Decision despite the party's absence.

B. ORAL AND WRITTEN COMMUNICATIONS WITH THE PARENTING COORDINATOR:

The parties and their attorneys shall have the right to initiate or receive oral ex-parte (one-sided) communications with or from the Parenting Coordinator, but the fact that such communication occurred shall be made known to the other party. Any party or counsel may communicate in writing with the Parenting 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 Parenting Coordinator must also be accessible to the other party or his/her attorney. All such communications with the Parenting Coordinator shall be governed by the non-confidentiality provisions of numbered paragraph 5, above.

C. DECISIONS: Decisions made by the Parenting Coordinator, if in writing, shall be binding and effective when signed by the Parenting Coordinator. Decisions need not be in writing and may be made orally if circumstances involving severe time constraints and/or possible emergencies so warrant. Oral decisions shall be binding and effective when made in a fashion communicated to both parties, and such decisions 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.

If requested by either party, the Parenting Coordinator will issue a written Report setting forth reasons for a decision, within 5 days of the issuance of the Decision.

8. JUDICIAL REVIEW:

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

B. If a party continues to object to a Decision by the Parenting 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 a trial de novo on issues decided by the Parenting Coordinator within the scope of

his/her authority as set forth in paragraph 3 above. The Court may schedule a conference with a regularly appointed Master or Conciliator where it deems appropriate to identify the issues and potentially reach agreements at that proceeding.

C. **CONTEMPT:** Once the Parenting Coordinator issues a decision, if a party then fails to follow the decision, the compliant party may file for a sanctions hearing to be scheduled in Court for judicial review. If the Court determines a party is not in compliance, the non-compliant parent can be held in contempt and sanctions may be issued at the discretion of the Court.

D. **OTHER (non-review) LEGAL PROCEEDINGS:**

The parties expressly agree that prior to filing any motion, petition or complaint with the Court involving custody or parenting of their child(ren) within the scope defined in paragraph 3 of this order, they shall request one session with the Parenting Coordinator to attempt resolution of the issue (and to permit a Decision to be made where authorized by paragraph 3).

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

9. QUASI-JUDICIAL IMMUNITY: The Parenting 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 Parenting Coordinator is required to report to the appropriate child welfare authority/legal authority if he/she has a reasonable suspicion that a child(ren) and/or adult may be in danger of harm and/or abuse.

11. TESTIMONY: The Parenting Coordinator cannot be compelled to testify in any proceeding. However, the Parenting Coordinator may elect to testify in proceedings regarding compliance with the enforcement of this Order; proceedings regarding the termination of the Parenting Coordinator's services; or concerning the payment or's fees. All testimony by the Parenting 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, _____% Father, subject to re-allocation by the Parent Coordinator if he/she determines that one party has disproportionately caused the need for the service. In the discretion of the Parent Coordinator may charge for missed appointments or appointments cancelled on fewer than 24 hours notice.

13. RETAINER: The parties will pay to the Parenting Coordinator a joint retainer in the percentages referred to above in an amount to be determined by the Parenting Coordinator to be replenished as services are rendered so that there is always a positive balance. Any funds remaining at the termination of the Parenting Coordinator's services shall be refunded to the parties. The Parenting 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 Parenting Coordinator is dealing with him/her or regarding the performance or actions of the Parenting Coordinator (as distinct from a disagreement with a Decision of the Parenting Coordinator) that party must raise the matter with the Parenting Coordinator before pursuing it in any other manner.

B. If, after the Parenting Coordinator responds, the party remains unsatisfied, he/she must then submit a written letter detailing the complaint or grievance to the Parenting Coordinator, to the other party, to both parties' attorneys (if any) and to the attorney for the child(ren), if one exists. The Parenting Coordinator will within 20 days provide a written response to the grievance to both parties, both attorneys, and the attorney for the child(ren), if any.

C. If appropriate, given the circumstances; the Parenting Coordinator will then meet with the parties and their attorneys (if any) , to discuss the matter.

D. 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 Parenting Coordinator as specified below.

E. The Court shall reserve jurisdiction to determine if either or both parties and/or the Parent 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 Parent Coordinator's attorney's fees, if any.

F. Neither party shall complain about the Parenting Coordinator to the Parenting Coordinator's licensing board without first complying with the above grievance procedures.

15. TERMINATION: Neither parent may unilaterally terminate the services of the Parenting Coordinator, however, they may do so by mutual agreement and leave of Court. The Parenting Coordinator may withdraw from service at any time, upon ten days' notice to the parties and the Court, if he/she determines resignation to be in the best interests of the child(ren), or he/she is unable to serve them. If the Parenting Coordinator withdraws, he/she shall notify the Court of this action. The Court shall then appoint another Parenting Coordinator for the duration of the term in paragraph 1. Provided the grievance procedure set forth in Paragraph 14 has been complied with, if either party has a grievance with the Parenting 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 Parenting Coordinator.

Removal shall only be granted upon a good cause shown, such as the Parenting 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 Parenting Coordinator's decisions is not grounds for removal. The opposing party and Parenting 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. The Court may impose counsel fees for non-compliance with this agreement.

17. **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 chooses to do so.

By signing below, each party agrees to the appointment of John M. Shaken-Kaye, Ph.D. as Parenting Coordinator, to fully cooperate with the Parenting 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.

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.

Parenting Coordinator

ORDER

APPROVED and **ORDERED** this _____ day of _____, 2012.

BY THE COURT:

J.