

1 Superior Court of California

2 County of Sonoma

3 Family Court Division

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8 In Re:) Case No.: No. SFL-_____

9 Petitioner,)

10 and) STIPULATION AND ORDER RE: APPOINTMENT

11) OF PARENTING COORDINATOR(S)

12 Respondent)

13)

14)

15 A. **STIPULATION OF PARENTS:**

16 Pursuant to the Stipulation of the parties hereinafter set forth, and good cause appearing therefor,

17 1. _____ and _____ is/are appointed Parenting Coordinator under
18 Code of Civil Procedure Section 638 and Family code Section 3160, until resignation of _____ and
19 _____ written agreement of the parties, further order, or ____ date (normally not to exceed 3 years),
20 whichever occurs first. With the input of the attorneys and the parties, the Parenting Coordinator team will
21 determine which Parenting Coordinator will take the lead role.

22 2. This appointment is based upon the expertise of the Parenting Coordinator as a
23 licensed mental health Professional and/or Family Law attorney. A Parenting Coordinator is a quasi-judicial officer
24 appointed by the Court by stipulation of the parents to:

- 25 a) Help the parents make joint parenting decisions, and
- 26 b) Resolve disputes between the parents concerning the clarification, implementation, modification and/
27 or adaptation of the court-ordered parenting plan through the informal process described in this order.

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1 3. We agree to submit disputes about clarification, implementation, modification and/or
2 adaptation of the court ordered parenting plan to the Parenting Coordinator to make decisions under the terms and
3 procedures set forth in this stipulation and order. We agree that decisions of the Parenting Coordinator have the
4 same force and effect as orders made by the Court in a contested court proceeding. As to recommendations made
5 by the Parent Coordinator, the Court may adopt those recommendations as court orders.

6 **B. FINDINGS OF THE COURT:**

7 4. Based upon the stipulation of the parents (who have signed this stipulation and
8 initialed this stipulation where indicated to document their agreement), the Court finds that the parents have
9 knowingly, intelligently, and voluntarily agreed to the terms of the stipulation, after having been advised to consult
10 with independent counsel.

11 5. I have been advised to independently consult with a lawyer of my choice before
12 entering into this Stipulation. I have read this stipulation and understand it. I freely and voluntarily enter into this
13 stipulation.

14 Initials: _____

15 6. I choose to use the Parenting Coordinator process as an alternate method of dispute
16 resolution to reduce future custody and visitation litigation. I waive the right to formal court litigation over the
17 issues assigned to the Parenting Coordinator by this stipulation and order, subject to the Court's power to review the
18 Parenting Coordinator's decision.

19 Initials: _____

20 7. I understand that no California court can appoint a Parenting Coordinator without the
21 consent of the parents.

22 Initials: _____

23 8. I understand that the Parenting Coordinator will resolve certain disputes between the
24 parents without a court hearing, and will issue some decisions that will be court orders automatically, and others that
25 are recommendations for court orders.

26 Initials: _____

27 9. I understand that we cannot sue the Parenting Coordinator; that the Parenting
28 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

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

3 Initials: _____

4 10. I understand that the Parenting Coordinator has made no warranties or guarantees
5 relating to his/her conclusions, findings or orders. The Parenting Coordinator shall exercise independent judgment
6 in making decisions. The fees and costs paid under this stipulation and order are not contingent on results or
7 outcome.

8 Initials: _____

9 11. I agree that the executed copy of this Stipulation is a release allowing the Parenting
10 Coordinator to speak with mental health providers who are treating family members. I understand that by signing
11 this Stipulation that the therapists may share confidential information with the Parenting Coordinator and with each
12 other.

13 Initials: _____

14 **C. AUTHORITY OF PARENTING COORDINATOR:**

15 12. The Parenting Coordinator may make orders resolving conflicts between the parents
16 which do not affect the court`s exclusive jurisdiction to determine fundamental issues of custody. The Parenting
17 Coordinator may make decisions regarding possible conflicts the parties may have on the following issues, and that
18 such decisions are effective as orders when made and will continue in effect unless modified or set aside by a court
19 of competent jurisdiction:

- 20 a. Dates, time, designated person, location, and method of pick-up and delivery of child(ren).
- 21 b. Sharing of holidays and all non-school days, including summer provided the changes to the
22 schedule do not alter the regular time sharing schedule.
- 23 c. Changes to the regular time sharing schedule that do not alter primary residence (not to
24 exceed 4 days a month).
- 25 d. Child rearing disputes such as bedtime, diet, clothing, homework and discipline.
- 26 e. Public school selection.
- 27 f. Scheduling disputes arising from after school, enrichment, athletic, and other activities.
- 28 g. Participation in child care/day care and babysitting.
- h. After school and enrichment activities including tutoring.

- i. Health care management.
- j. Participation of others in child's time with each parent (significant others, relatives, etc.)
- k. In the case of infants and toddlers, increasing time share when developmentally appropriate.
- l. Clarification of ambiguous or uncertain provisions in the court-ordered parenting plan.
- m. Temporary or one-time variation from the parenting time schedule for a special event or a particular circumstance.
- n. Specific orders governing the use and movement of items between households, including but not limited to, clothing, toys, equipment, health care items, personal care items and school materials.
- o. Orders governing information exchange between the parents.
- p. Orders permitting or limiting travel by the child within the United States including orders governing travel as an unaccompanied minor.
- q. Travel by child to nations that are signatory to the Hague convention, conditions of such travel, including but not limited to bonds, mirror orders, and other abduction prevention orders.
- r. Temporary travel by the child outside of the area currently restricted by court orders.
- s. Orders regarding the use of electronic devices and social media.
- t. Orders for parents to participate in parent-education or other parenting skills training or co-parenting counseling.
- u. Resolution of conflicts between joint legal custodians concerning other issues, including, but not limited to consent to issuance of or possession of driver's license, passport or work permit; consent to child's employment; consent for temporary changes in a child's appearance such as haircuts, hair-coloring etc; consent for child to participate in risky activities; consent for tattoos, body piercing or other permanent alterations to appearance.
- v. Other: _____

13. The Parenting Coordinator will have the authority to make recommendations on the following issues, which recommendations shall be submitted to the court, which may approve them and enter them as court orders. These recommendations will be effective when adopted by the court, and can be reviewed only upon a hearing de novo at which the moving party has the burden of proof.

- a. Private school education, home schooling or other major education decisions.
- b. Religion and religious training
- c. Church attendance.
- d. Supervision of child's contact with a parent.
- e. Time share changes to the regular time sharing schedule of more than 4 days a month.
- f. Appointment of counsel for child(ren)
- g. Medical/physical examination of the parents
- h. Obtaining child custody evaluation or reevaluation.
- i. Participation by parents and/or children in psychological examinations, assessments, and psychotherapy including selection of a therapist for the child(ren) when the parties cannot agree. The cost of psychotherapy for the child(ren) shall automatically be shared by the parties equally in the absence of any provision to the contrary in a current court order.
- j. Participation by parents and/or children in alcohol and drug monitoring/testing. The cost of the drug or alcohol evaluation/monitoring/testing shall be 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.
- k. Travel by the child to nations that are not signatory to the Hague Abduction convention, including conditions of travel.
- l. Any other issues the parents request be submitted to the parenting Coordinator for recommendation.

14. The Parenting Coordinator shall not make any orders which alter the child(ren's) primary residence; alter an award of physical custody, alter an award of legal custody, or substantially interferes with a party's contact with his/her child(ren). These decisions and others relating to the best interests of the child(ren) are reserved to the Sonoma County Superior Court for adjudication, and may be presented to the court by either party upon the recommendation of the Parenting Coordinator in the form of an Order to Show Cause or Notice

1 of Motion. In an emergency, the Parenting Coordinator may ask the court to initiate an Order to Show Cause on its
2 own motion.

3 **D. QUASI-JUDICIAL IMMUNITY:**

4 15. The Parenting Coordinator is a Court Officer/Referee. The Parenting Coordinator
5 has quasi-judicial immunity. The Parenting Coordinator cannot be sued based on his/her actions in this matter.

6 **E. PROCEDURE:**

7 16. Both parties will participate in the dispute resolution process as defined by the
8 Parenting Coordinator and shall be present when so requested by the Parenting Coordinator. The Parenting
9 Coordinator may conduct sessions that are informal by nature, by telephone or in person, and need not comply with
10 the Rules of Evidence. The Parenting Coordinator shall have the authority to determine the protocol of all
11 interviews and sessions including, in the case of meetings with the parties, the power to determine who attends such
12 meetings, including individual and joint sessions with the parties and or the child(ren).

13 17. The Parenting Coordinator may utilize consultants as necessary to assist the
14 Parenting Coordinator in the performance of the duties contained herein.

15 **F. DECISIONS:**

16 18. Decisions of the Parenting Coordinator relating to the items listed in Paragraph C12,
17 by their very nature are often made in circumstances involving severe time constraints, and possibly, emergencies;
18 therefore, these decisions may be communicated verbally. These decisions are binding when made.

19 **Both Mother and Father should assume that the Parenting Coordinator`s decisions on**
20 **the issues listed in Paragraph C12 will be final. Because of time constraints and because of the language of**
21 **this order, the possibility of obtaining a court order changing a Parenting Coordinator`s decision on any of**
22 **these issues will have a burden of proving, with clear and convincing evidence that the Parenting**
23 **Coordinator`s decision was legally incorrect and/or not in the best interest of the child(ren). Any challenge to**
24 **a decision on a topic in Section C12 must be brought to the court within ten (10) days of that decision.**

25 19. If the Parenting Coordinator makes recommendations on issues addressed in
26 Paragraph C13 above, these recommendations shall be in writing and filed with the Court. If either party disagrees
27 with any recommendation thus made, he/she may make a timely motion (defined as within twenty (20) days of the
28 recommendation), requesting a judicial review of the Order. In that event, the party challenging the Parenting

1 Coordinator`s recommendation has the burden of proof according to law. If no challenge is filed within twenty (20)
2 days the recommendation shall become a court order.

3 **G. COMMUNICATION WITH PARENTING COORDINATOR:**

4 20. The parties shall have the right to initiate or receive ex-parte communication with the
5 Parenting Coordinator under guidelines established by the Parenting Coordinator. Any party may initiate contact in
6 writing with the Parenting Coordinator, provided that copies are provided to the other party at the same time the
7 written communication is provided to the Parenting Coordinator. The attorneys may receive ex-parte
8 communication from the Parenting Coordinator and may only communicate with the Parenting Coordinator pursuant
9 to Sonoma County Local Form 031, attached hereto.

10 21. The Parenting Coordinator may communicate with the parties` child(ren) outside the
11 presence of the parties. The Parenting Coordinator may communicate with the therapists who are treating the
12 parties` child(ren) as well. If the Parenting Coordinator is of the opinion that the information or notes generated by
13 the Parenting Coordinator`s communications with the child(ren) and or the child`s or children`s therapists contain
14 information which may be harmful to the child or which may be damaging to the child`s relation with his or her
15 therapist or with either parent, the Parenting Coordinator may withhold such information. If either parent wishes to
16 review such information, such review can only be allowed upon noticed motion, after in camera review of the
17 information by the Court, in consultation with the Parenting Coordinator. If, after such review, the Commissioner or
18 Judge agrees with the Parenting Coordinator that the divulging of such information could be harmful to the
19 child(ren) or damaging to the child(ren)`s relationship with his/her therapist or either parent, the Court may order
20 that such information need not be divulged.

21 22. The Parenting Coordinator may communicate ex parte with the Judge, at the
22 discretion of the Parenting Coordinator and the Judge. Such communications shall be made only after giving notice
23 to both parties; provided, however, that notice may be excused if notice would frustrate the very purpose of the
24 communication. If the Parenting Coordinator communicates with the Judge without having given notice he/she shall
25 notify the judge of the fact and his/her reasons for not giving notice.

26 23. The parties shall provide all reasonable records, documentation, and information
27 requested by the Parenting Coordinator.

28 24. No therapist-patient relationship and/or privilege is created by this stipulation.

25 25. The Parenting Coordinator will be provided access to the children`s health and

1 educational providers, as well as medical and educational records.

2 **H. PRIVILEGE, PRIVACY AND CONFIDENTIALITY:**

3 26. The Duty to Report: The penal code mandates that all child care custodians and
4 health care practitioners (Doctors, Marriage Counselors, Family and Child Counselors, Psychologists, Social
5 Workers and others) report to Child Protection Services any information regarding possible child abuse that comes
6 to the attention of the health care practitioner. The reporting requirement is an exception to the confidentiality
7 privilege. This means that any child abuse allegation that is brought to the attention of the Parenting Coordinator
8 who is a health care practitioner must be reported.

9 27. Attorney Parenting Coordinator: The child abuse reporting statute does not apply to
10 attorneys because attorneys are not named in the statute as a class of persons who mandatorily must report a child
11 abuse allegation. However, an attorney Parenting Coordinator has the discretion to report any such allegation and
12 may (and probably will) make such a report. Communications to an attorney Parenting Coordinator are not
13 privileged communications because the attorney, in his/her role as Parenting Coordinator, is not representing a
14 client.

15 28. False Allegations of Child Abuse: The Family Code provides for a monetary
16 sanction and attorney fees for any knowingly false allegation of child abuse made during a child custody proceeding.
17 This section does not apply to Parenting Coordinators who report an allegation made to them, but does apply to the
18 person making the allegation to the Parenting Coordinator if the court finds that the initial allegation was made
19 knowing that it was untrue.

20 29. Immunity for Child Abuse Reporting: Health care practitioners who are required to
21 report allegations of child abuse are immune from civil suits or liability for making their required reports. They
22 cannot be sued either for the report or for the violation of the confidentiality privilege. Specific statutes provide for
23 the immunity from civil suits and also provide an exception to the confidentiality privilege.

24 30. The Parenting Coordinator may disclose information to others where disclosure is
25 necessary to prevent a criminal act that the Parenting Coordinator reasonably believes is likely to result in death of,
26 or substantial bodily harm to, an individual.

27 **I. COMPENSATION OF PARENTING COORDINATOR:**

28 31. The Attorney Parenting Coordinator hourly rate is \$_____. The Therapist
Parenting Coordinator's hourly rate is \$_____.

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32. Each party is responsible for 50% of the required retainer.

33. Before the Parenting Coordinator commences working with the family, both parents shall execute the Parenting Coordinator’s fee agreement.

34. The Parenting Coordinator appointment may be vacated should the fees not be paid within ten (10) days of the appointment. The Parenting Coordinator is under no obligation to commence work until after payment of the fees and execution of the fee agreement.

35. Notwithstanding any other provision, in the event any person, (including the child) fails to appear at the time of a scheduled appointment, the parent responsible for the missed appointment must pay the fee for each missed appointment. The Parenting Coordinator retains discretion to waive this charge for *bona fide* emergencies as determined in the Parenting Coordinator’s sole discretion.

36. The Parenting Coordinator may suspend all services in the event that the parents do not have sufficient funds on deposit to cover costs and services.

37. Any objection to the Parenting Coordinator’s bills must be made in writing to the Parenting Coordinator within ten (10) business days of the billing date; otherwise the billing shall not be subject to challenge.

38. Each parent must pay his or her share of any additional fees and costs within ten (10) days of receipt of billing statements from the Parenting Coordinator.

39. The parents shall share fees equally, unless indicated otherwise by the Parenting Coordinator, pursuant to paragraph 44 herein or by a written agreement of the parties.

40. Non-payment of fees shall be grounds for the resignation of the Parenting Coordinator.

41. If one of the parties fails to provide his or her fees as required, the Parenting Coordinator may proceed and the unpaid fees may be paid by the other party. Such shall not be deemed to affect the ability of the Parental Coordinator to perform his/her function for the duration of her tenure. Any such payment may be enforced by the party who overpaid his or her share, in Court. An award of costs may be made. This award will take into account the retainer that has been paid and make the necessary adjustments.

42. Notwithstanding this Agreement with respect to payment for services as stated above, the Parenting Coordinator may modify this allocation if he/she finds that one parent is using his/her services disproportionately and, as a result, is causing the other parent greater expense.

1 43. The Parenting Coordinator need not undertake any work unless the parties are in
2 compliance with the Parenting Coordinator's fee agreement.

3 **J. DEPOSITIONS AND COURT APPEARANCES:**

4 44. The parents expressly waive Evidence Code 703.5 and agree that the Parenting
5 Coordinator may be called to testify as an expert witness, notwithstanding any other provision of the law. Such
6 testimony shall not constitute waiver of the Parenting Coordinator's quasi-judicial immunity. All testimony by the
7 Parenting Coordinator in connection with these proceedings, including depositions, and hearings, or arising in other
8 proceedings out of this evaluation, or involving the participants in this evaluation is expert rather than percipient
9 testimony, and subject to compensation under the terms of this order.

10 45. The Parenting Coordinator must bring his/her entire file relating to the case to any
11 deposition or court appearance in connection with this matter where the Parenting Coordinator has been asked to
12 testify.

13 46. The parents waive any objections to the entry into evidence of any Parenting
14 Coordinator records at a court hearing with the proviso that they are not precluded from rebutting any such evidence.

15 47. In the event either parent wants the Parenting Coordinator to appear or testify at a
16 deposition, court hearing, trial or any other proceeding, that parent must advance (in the form of a cashier's check or
17 other certified funds) the fees and costs to the Parenting Coordinator for the Parenting Coordinator's travel,
18 testimony preparation and appearance for a full day at least ten (10) days in advance of the appearance. If the
19 Parenting Coordinator is expected to keep multiple days open and available for appearance, then the advance must
20 include payment for all reserved days.

21 48. If the Parenting Coordinator must appear for more than one (1) day, the same parent
22 must advance at the end of the preceding day, fees and costs for another full day.

23 49. The Parenting Coordinator shall provide, upon request, an estimate of the fees and
24 costs for an appearance, including fees and costs attributable to preparation, travel and waiting time.

25 50. In the event that the Court requires the Parenting Coordinator's presence or
26 testimony at any court hearings or trial, or that minor's counsel requires the appearance of the Parenting Coordinator
27 for a deposition, the parents will each advance one-half (1/2) of all estimated fees and costs for the appearance.

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1 51. If the request for the Parenting Coordinator`s appearance at trial or deposition is
2 cancelled seventy-two (72) hours in advance (excluding Saturdays, Sundays or holidays), the entire deposit shall be
3 credited or refunded with no penalty.

4 52. If the Parenting Coordinator`s appearance at a scheduled deposition or court hearing
5 is cancelled upon less than seventy-two (72) hour notice to the Parenting Coordinator, the Parenting Coordinator
6 shall retain the deposit. The Parenting Coordinator may, in his/her sole discretion, waive a portion of the payment.

7 **K. GRIEVANCES:**

8 53. The Parenting Coordinator may be disqualified on any of the grounds applicable to
9 the removal of a judge, referee or arbitrator.

10 54. Neither party may initiate court proceedings for the removal of the Parenting
11 Coordinator or to bring to the Court`s attention any grievances regarding the performances or actions of the
12 Parenting Coordinator without meeting and conferring with the Parenting Coordinator in an effort to resolve the
13 grievance.

14 55. Neither party shall complain about the Parenting Coordinator to the Parenting
15 Coordinator licensing board without first meeting and conferring with the Parenting Coordinators in an effort to
16 resolve the grievance. In the event no resolution is reached, the parties and the Parenting Coordinator shall attend a
17 judicially supervised Settlement Conference on the Court`s regular scheduled Settlement Conference calendar prior
18 to any action being undertaken.

19 56. The Court shall reserve jurisdiction to determine if either or both parties and / or the
20 Parenting Coordinator shall ultimately be responsible for any portion of all of said Parenting Coordinator`s time and
21 costs spent in responding to any grievance and the Parenting Coordinator`s professional fees, if any.

22 57. If either party or the Parenting Coordinator believes that there exists a grievance
23 between them with respect to this order that cannot be resolved, either party or the Parenting Coordinator can move
24 the Court for relief from this Stipulation, after complying with the above-paragraphs.

25 **L. RESIGNATION OF PARENTING COORDINATOR:**

26 58. The Parenting Coordinator may resign at any time he/she determines the resignation

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1 to be in the best interests of the child(ren) or the Parenting Coordinator is unable to serve out his/her term, upon
2 thirty (30) days written notice to the parties.

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5 Dated: _____

Dated: _____

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8 Mother

Father

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11 Attorney for Mother

Attorney for Father

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13 APPROVED AS TO FORM:

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15 Dated: _____

Parenting Coordinator

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18 Dated: _____

Parenting Coordinator

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21 **ORDER**

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23 Upon reading the foregoing Stipulation, and good cause appearing therefor, IT IS SO ORDERED.

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25 Dated: _____

JUDGE OF THE SUPERIOR COURT