

ALAMEDA COUNTY SUPERIOR COURT 24405 Amador Street Hayward CA 94544	<i>FOR COURT USE ONLY</i>
PETITIONER: RESPONDENT: OTHER:	
STIPULATION AND ORDER APPOINTING PARENTING COORDINATOR	CASE NUMBER:

PRINCIPLES

1. We acknowledge that our child(ren) will benefit from a meaningful relationship with all parties, that continued parental conflict will negatively impact our child(ren)'s health, and that we should make every effort to shield our child(ren) from custody-related communications and disputes.
2. 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 decisions by the Parenting Coordinator on issues that are specified in this Stipulation and Order. The goal is to empower parents to resolve disputed or difficult issues peacefully and efficiently *on their own*, without involving the Parenting Coordinator or the court.
3. We voluntarily enter this Agreement to:
 - a. De-escalate and shield our child(ren) from parental conflict;
 - b. Focus on our child(ren)'s needs and best interests, not our own;
 - c. Enhance our child(ren)'s emotional stability, resilience, and capacity to adjust to change;
 - d. Resolve custodial disputes (including interpreting, implementing, and/or modifying the court-ordered parenting plan) in a timely and cost-efficient manner by adopting the informal process described below; and
 - e. Benefit from the direction of a qualified professional designated to serve as the Parenting Coordinator.

THEREFORE, WE AGREE TO THE FOLLOWING WHICH IS HEREBY ORDERED BY THE COURT:

I. APPOINTMENT

1. _____ is appointed Parenting Coordinator for a term of _____ months (normally not to exceed 36 months) after the date file-stamped on this Stipulation and Order. This agreement may be terminated earlier upon resignation of the Parenting Coordinator, written stipulation of all the parties to terminate the appointment, or order of the court.

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2. Although this appointment is premised upon the expertise of the Parenting Coordinator as a licensed mental health professional or licensed attorney, it creates no therapist-patient relationship or privilege. Similarly, even if the Parenting Coordinator is a licensed attorney, his or her appointment as Parenting Coordinator creates no client-attorney relationship or privilege. The process is not confidential.
3. The Parenting Coordinator, as an officer of the court, 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 during or after his/her term of appointment.
4. Upon 30 days' written notice to the parties and the court, the Parenting Coordinator may resign (including prior to the expiration of this appointment) if he/she determines the resignation to be in the best interest of the child(ren) or is unable to serve out his/her term for any reason.

II. AUTHORITY OF PARENTING COORDINATOR

5. The role of the Parenting Coordinator is to decide certain disputes, clarify and implement the current court-ordered parenting plan as outlined below, and to make recommendations regarding certain other parenting matters.
6. The Parenting Coordinator may issue decisions (also called directives) resolving conflicts between the parties that do not affect the court's exclusive jurisdiction to determine fundamental issues of custody and time-share. If any party requests a change to a provision set forth in an existing directive or court order on child-related issues, the party requesting the change must demonstrate to the Parenting Coordinator that a change in the family's situation has occurred that warrants changing the specific provision in an existing directive or court order. All decisions must be made in writing.
7. Any dispute regarding the authority of the Parenting Coordinator to issue a decision or recommendation must first be presented to the Parenting Coordinator for resolution. Thereafter, any party who contests the Parenting Coordinator's authority to decide the issue may file a request for order with the court.
8. The Parenting Coordinator may not change custodial designations (for example, joint or sole, legal or physical custody) established by court order. Only the court can modify the custodial designations.
9. The Parenting Coordinator may not substantially modify the parties' time-sharing arrangements (defined as increasing or decreasing a party's time more than 20% in a month). Only the court can make substantial changes to time-share arrangements. In an emergency, the Parenting Coordinator may ask the court to issue an order to show cause on the court's own motion.

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III. AUTHORITY TO MAKE BINDING DECISIONS

10. Except as limited above, all parties agree to empower the Parenting Coordinator to issue binding decisions/directives concerning any of the following subjects:
- a. Dates, time, designated person(s), location, and method of exchange of the child(ren);
 - b. Modification of custodial time during school vacation and/or holiday time;
 - c. Reorganization of the custodial schedule resulting in increases/decreases of not more than 20% in a month;
 - d. Care providers for child(ren), such as daycare, babysitters, au pairs, or nannies;
 - e. Child-rearing disputes such as bedtime, diet, clothing, homework, or discipline;
 - f. Selection and scheduling of afterschool, enrichment, athletic, religious, or other activities;
 - g. Health care management, including scheduling appointments and determining who attends them;
 - h. Participation of others (significant others, relatives, or friends) in custodial time, including when the custodial party is unavailable;
 - i. Attendance at parenting skills training, classes, coaching, or counseling;
 - j. Right of first refusal for custodial time;
 - k. Scheduling swaps of custodial time;
 - l. The child(ren)'s use of electronic devices and social media;
 - m. Pet disputes;
 - n. Travel with the child(ren);
 - o. Participation in court-ordered alcohol or drug monitoring or testing, including setting a process for selection of monitors or testers if the parties cannot agree;
 - p. Other: _____
- _____
- _____

(NOTE: The parties may by agreement include additional subjects by adding them to the list and/or exclude specified items by striking them from the above list.)

11. Decisions on the matters listed above are binding on a party immediately upon receipt of the Parenting Coordinator's decision, whether the decision is communicated in person, by phone, by text, by voicemail, or by email. Any decision that is communicated initially by phone or voicemail must also be communicated later in writing. The Parenting Coordinator shall direct one of the parties to file the decision with the court for entry as a court order. However, any decisions issued by the Parenting Coordinator pursuant to this Stipulation and Order shall have the same effect as a court order, whether they are entered as such or not.

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IV. AUTHORITY TO MAKE RECOMMENDATIONS

12. Except as limited above, the Parenting Coordinator is empowered to make recommendations (but not decisions or directives) to the parties concerning the following subjects:

- a. Time-share changes, including summer vacations, that increase/decrease the child(ren)'s time with any party by more than 20%.
- b. Supervision of child(ren)'s contacts with a party.
- c. Appointment of counsel for child(ren).
- d. Obtaining child custody evaluation or reevaluation.
- e. School and pre-school selection and placement.
- f. Participation by parties and/or child(ren) in physical examinations.
- g. Participation by parties and/or child(ren) in medical and/or psychological assessments, evaluations, and psychotherapy including co-parenting counseling and setting a process for the selection of a professional when the parties cannot agree. Such costs 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 or further order of the court.
- h. Participation by parties and/or child(ren) in alcohol and drug evaluation/monitoring/testing including setting a process for the selection of the appropriate professional or facility, when the parties cannot agree. The cost of drug or alcohol evaluation/monitoring/testing for child(ren) shall automatically be shared by the parties equally in the absence of any provision to the contrary in a current court order or further order of the court.
- i. Attendance by the child(ren) at religious ceremonies/events/classes.
- j. Other: _____

(Note: The parties may by agreement include additional items by adding them to the foregoing list or exclude specified items by striking them from the above list.)

13. Parenting Coordinator Recommendations shall be communicated to the parties in writing by mail, text, and/or email as agreed to by the parties and the Parenting Coordinator. The parties shall have 15 days from receipt of notice of a recommendation to object in writing to the Parenting Coordinator. As part of an objection, the party may seek clarification. A party may withdraw an objection at any time. If no party timely objects, the recommendation(s) becomes a decision of the Parenting Coordinator that is binding upon the parties and shall (as described above) be submitted for court review and entry as a court order.

14. Upon receipt of a timely written objection, the Parenting Coordinator will notify the parties that the recommendations are not deemed adopted. Any party may then file a request for order seeking a court order on the issues addressed by the Parenting Coordinator's recommendation(s). In such proceedings, any party may present the Parenting Coordinator's recommendations to the court for its consideration.

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V. PROCEDURE

15. All parties must participate in the dispute resolution process as defined by the Parenting Coordinator, including attending meetings as 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. The Parenting Coordinator does not need to make a formal record of the dispute resolution process. The Parenting Coordinator has the authority to determine the protocol for all interviews and sessions including, in the case of meetings with the parties, the power to determine who attends such meetings (e.g., individual and joint sessions with the parties and/or the child(ren) and other relevant third parties).
16. The parties must provide all records, documentation, and information requested by the Parenting Coordinator. The Parenting Coordinator may utilize consultants as necessary, to be paid for by the parties but only if the parties agree to pay, to assist the Parenting Coordinator in the performance of the duties contained herein.

VI. COMMUNICATION WITH PARENTING COORDINATOR

17. The parties and their attorneys shall adhere to guidelines established by the Parenting Coordinator for communicating with the Parenting Coordinator. Every written communication to the Parenting Coordinator, including emails, must include all parties. The Parenting Coordinator may, in his/her sole discretion, initiate written communications with a party or counsel that are not copied to other parties.
18. The Parenting Coordinator may communicate with the parties' child(ren) outside the presence of the parties or attorneys. The Parenting Coordinator may also communicate with the therapist(s) treating the parties' child(ren) outside the presence of the parties or attorneys. The Parenting Coordinator may keep such communications confidential.
19. In the event of exigent or emergency circumstances that threaten the health, safety, or welfare of a child, the Parenting Coordinator may file an ex parte application consistent with applicable state and local rules of court.

VII. CHILD ABUSE REPORTING

20. The California Penal Code mandates that all child-care custodians and health care practitioners (including doctors, marriage and family therapists, psychologists, child counselors, and social workers) report to law enforcement or child protective services when the mandated reporter has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. To the extent there might be any privilege herein, the parties acknowledge that this reporting requirement creates an exception to any such privilege.

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21. Health care practitioners and child-care custodians 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.
22. The child abuse reporting statute does not expressly apply to attorneys. However, an attorney serving as a Parenting Coordinator has the discretion to report any such allegation and may (and probably will) make such a report. To the extent there might be any privilege herein, the parties agree to waive such privilege to allow such reporting.
23. California Family Code section 3027.1 permits the court to sanction any person making a false accusation of child abuse or neglect. This section does not apply to a Parenting Coordinator who reports an allegation made to him/her by a party, child, or other third party, but does apply to the person making the allegation to the Parenting Coordinator if the court finds that the person making the accusation knew it to be false at the time the accusation was made.

VIII. FEES AND ALLOCATION OF FEES

24. The Parenting Coordinator's fees shall be allocated as follows: Petitioner _____ %; Respondent _____ %; Other _____ %. The Parenting Coordinator will require an advance security deposit of \$_____ from each party, to be returned to the parties at the end of the Parenting Coordinator tenure, less any balance owing by any party. The Parenting Coordinator may also require the parties to pay a retainer, to be replenished as it is charged for ongoing work.
25. The parties agree to pay, jointly and severally, to the Parenting Coordinator \$_____ per hour for time spent on this matter, including time spent in interviewing, report preparation, review of records and correspondence, telephone conversations with the parties, or others relevant to the parental disputes, travel, court preparation, and any other time invested in connection with serving as Parenting Coordinator. The Parenting Coordinator may accept an advance from one party for the fees of other parties. The Parenting Coordinator shall have the right to reallocate the parties' respective responsibilities for his/her fees for specific services rendered upon a finding that the need for those services is solely or principally attributable to the misconduct and/or intransigence of one party. The hourly fee may be changed in a writing signed by all parties and the Parenting Coordinator.
26. The parties are responsible for reimbursing the Parenting Coordinator for expenses incurred in providing Parenting Coordinator services. Such costs may include, but are not limited to, 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 demand payment immediately upon the provision of services (for example, at the end of each in-person session, or within ten days of receipt of billing sent for all other services), and as noted above, may require periodic replenishment of any retainer. Any objection to the Parenting Coordinator's charges must be directed, in writing, to the Parenting Coordinator within 15 days of the mailing date of any invoice; otherwise, the party shall be deemed to have agreed to and shall be responsible for such charges. The Parenting

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Coordinator may withdraw as Parenting Coordinator, and cease to perform services, if the parties' payments are not current.

- 28. If any party fails to provide 24-hours advance telephone notice cancelling any appointment with the Parenting Coordinator, such party shall be responsible for 100% of the Parenting Coordinator's charges for that appointment, at the discretion of the Parenting Coordinator.

IX. DISQUALIFICATION OF THE PARENTING COORDINATOR

- 29. The Parenting Coordinator may be disqualified on any of the grounds applicable to the removal of a judge, referee, or arbitrator.
- 30. No party may seek to disqualify the Parenting Coordinator or complain to the court or any professional licensing board regarding the performance or actions of the Parenting Coordinator without first meeting and conferring with the Parenting Coordinator to resolve the complaint. Before complaining to any professional licensing board or the court, the parties agree to participate with the Parenting Coordinator in at least one session of mediation with a neutral third party.
- 31. If a party files a complaint or request for disqualification of the Parenting Coordinator with the court, the court reserves jurisdiction to determine and allocate the parties' respective responsibility, if any, for the fees and costs incurred by the Parenting Coordinator in that proceeding.

X. ENFORCEMENT

- 32. The court reserves jurisdiction to enforce the provisions of this Stipulation and Order.
- 33. If legal proceedings are instituted to enforce any provision of this Stipulation and Order, the court may order the non-prevailing party to pay the reasonable attorney's fees and costs of the prevailing party.

XI. PARENTAL RECITALS AND FINDINGS OF THE COURT

- 34. I have had an opportunity to consult independently with a lawyer of my choice before entering this stipulation. I have read this stipulation and understand it. I freely and voluntarily enter this stipulation. **INITIALS** _____
- 35. I agree 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 decisions.
INITIALS _____
- 36. I understand that the court may not appoint a Parenting Coordinator without the consent of the parties. **INITIALS** _____

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- 37. I understand that the Parenting Coordinator will resolve certain enumerated disputes between the parties without a court hearing and will facilitate resolution of other issues by providing recommendations to the parties and, in some cases, the court. Thus, as to some issues, I am waiving the right to litigate those issues in court. **INITIALS** _____

- 38. I understand that the Parenting Coordinator may consider information gathered from third parties, such as daycare providers, doctors, teachers and family members, to make an informed decision or recommendation and I waive any hearsay objection to such information included in the Parenting Coordinator’s decision or recommendation.
INITIALS _____

- 39. I understand that I cannot sue the Parenting Coordinator, that the Parenting Coordinator process is a quasi-judicial process, and that the Parenting Coordinator has immunity from lawsuits to the broadest extent permissible under applicable law. The procedures set forth in this Stipulation and Order for seeking disqualification of or addressing complaints about the Parenting Coordinator’s process and/or decisions are my sole remedy for such complaints.
INITIALS _____

- 40. I understand that the Parenting Coordinator has made no warranties or guarantees relating to his/her findings, recommendations, or directives. 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** _____

- 41. I agree that the executed copy of this Stipulation and Order constitutes a release allowing the Parenting Coordinator to speak with mental health providers who are treating me and/or my child(ren). I understand that by signing this Stipulation and Order I authorize my child(ren)’s mental health providers to share confidential and privileged information (including diagnosis and treatment) with the Parenting Coordinator. **INITIALS** _____

- 42. I have had the opportunity to investigate and consider the training and experience of the designated Parenting Coordinator, and I am satisfied with his/her qualifications to serve.
INITIALS _____

- 43. 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 and Order. If the Parenting Coordinator is a licensed attorney, no client-attorney relationship and/or privilege is created by this Stipulation and Order. **INITIALS** _____

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44. I agree that the decisions and recommendations of the Parenting Coordinator will be based on his/her belief as to the best interests of my child(ren) and not necessarily in my own best interests. **INITIALS** _____

Date: _____

 Petitioner

Date: _____

 Attorney for Petitioner

Date: _____

 Respondent

Date: _____

 Attorney for Respondent

Date: _____

 Other

Date: _____

 Attorney for Other

I agree to serve as Parenting Coordinator in this case pursuant to the terms and conditions outlined herein.

Date: _____

 Parenting Coordinator

ORDER

Based upon the signatures and initials herein, the court finds that the parties have knowingly, intelligently, and voluntarily agreed to the terms of this Stipulation and Order and it is now binding on each of them.

IT IS SO ORDERED

Date: _____

 Judicial Officer of the Superior Court