

Whatcom County Superior Court Parenting Coordinator Policy

Definition A Parenting Coordinator (PC) is a qualified, neutral, third-party professional who has been agreed upon by the parties and appointed by the Court in high-conflict cases to facilitate the implementation of a parenting plan and to resolve child-related disputes arising there from.

The Parenting Coordinator is agreed upon by the parties after mandatory mediation and/or settlement conferences prior to the establishment of a permanent parenting plan and any attempts at resolving conflict through the dispute resolution process delineated in their parenting plan have failed.

Duties. The parenting coordinator may act in the following ways:

I. Tier 1–Binding Decisions

1. The PC may make Decisions resolving disputes between the parents regarding child/ren that do not affect the Court’s exclusive jurisdiction to determine fundamental issues of residential time and placement.
2. The PC shall decide disputes between the parties regarding the following issues] and such **decisions are legally binding when made and will continue in effect unless modified or set aside by the Court:**
 - a. The parents may modify or exclude specific items from this list by agreement with the PC.
 - b. Dates, time, designated person, location, and method of pick up and delivery.
 - c. Changes to the residential schedule that do not result in a permanent increase or decrease in residential time, including holiday and vacation schedules.
 - d. Care providers for child(ren).
 - e. Child-rearing disputes including, but not limited to, bedtime, diet, clothing, homework, personal grooming, and discipline.
 - f. Scheduling disputes arising from afterschool, enrichment, athletic, and other activities.
 - g. After school and enrichment activities and arrangements.
 - h. Educational decisions.
 - i. Health care management, including but not limited to child’s participation in physical examinations and administration of medication.
 - j. Mental health and substance abuse management, including but not limited to selection of care provider and child’s participation in evaluation and treatment as recommended by a licensed professional.
 - k. Participation of others in child’s time with each parent (significant others, relatives, etc.).
 - l. Child’s travel.
 - m. Methods of communication between parents.

3. Decisions on the matters listed above are legally 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. By signing this agreement, the parents recognize and authorize that the Parenting Coordinator's decisions on the issues listed in paragraph 1 are final.
4. Within 14 days of the date of the PC's written Decisions, either parent may move to the Court to show cause why they should be modified or set aside. Failure to so move the Court within the designated period constitutes an agreement with the PC's Decisions and either party may submit an Order for the Court's approval confirming the PC's Decisions.
5. By signing this agreement, the parents recognize and expect that the PC's Decisions will be given substantial weight by the Court and will be presumed to be in the child/ren's best interests. Thus, when reviewing the PC's Decision, the parties ask the Court to give substantial weight to the PC's Decisions as being in our child/ren's best interests.

II. Tier 2-Recommendations

The Parent Coordinator will have authority to make Recommendations regarding the following issues listed below. In order to be binding on the parties, these recommendations must be submitted to the Court by either party and be approved by the Court. The Parenting Coordinator recommendations are presumed to be in the child(ren)'s best interest. The parent requesting Court review has the burden of rebutting the presumption.

- a. The parents may modify or exclude specific items from this list by agreement with the PC.
- b. Suggested changes in vacation and holiday periods of placement that are ongoing or permanent;
- c. Supervision of child's contacts with a parent;
- d. Modification of placement periods that do not alter the child/ren's primary residence;
- e. Appointment of counsel for the child/ren;
- f. Parent/s' participation in psychological examination, assessments, and treatment, including selection of therapist for the parent/s when the parent/s do not agree (the cost of psychological examination, assessment, and treatment shall automatically be shared by the respective parent/s equally in the absence of any provision to the contrary in the current Court Order);
- g. Parent participation in physical examinations; and
- h. Parent participation in alcohol and drug abuse assessment, treatment (including selection of treatment program, when parent/s do not agree), and monitoring.
- i. Any other issues the parents request be submitted to the Parenting Coordinator for recommendation.

III. PARENT COORDINATOR INVOLVEMENT AND RELEASE

- A. If and when a dispute arises between the parents regarding an issue listed in paragraph I.A.2. (“Tier 1–Binding Decisions”) or paragraph II.B.1. (“Tier 2–Recommendations”), the parents shall consult with one another in good faith to resolve the dispute.
- B. PC Involvement. If, after exchanging written proposals, the parents are unable to resolve the dispute or if one parent fails to respond to the other’s proposal within 7 days, either parent may immediately involve the PC, and so notify the other parent.
- C. Determination of Dispute Resolution Procedure and Methods.
 - 1. Considering the nature of the issue, the nature and extent of information required to base a Decision or Recommendation, time constraints on decision making, the right of both parties to be consulted, and other relevant circumstances, **the PC shall have sole discretion to determine the procedure and methods required to resolve a dispute.** These procedures may range from limited, telephonic consultation with each parent or interpretation/clarification of the parties’ Order to the more extensive procedures described in paragraph IV. (“Procedures”) below.
 - 2. Should a parent fail to consult or otherwise not cooperate with the PC’s dispute resolution procedure, the PC may make Binding Decisions or Recommendations without the parent’s input.
- D. PC Releases. At any point during PC-conducted dispute resolution, the parents may settle their dispute. If so, they will notify the PC in writing. The PC shall assure him/herself that both parents have the same clear understanding their agreement and that they both wish to implement it. The PC will provide written confirmation of the agreement.

IV. PARENT COORDINATOR PROCEDURE

- A. 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 that are informal in nature. These sessions can be conducted by telephone, email, or in person, and need not comply with the rules of evidence. No formal record need be made, except the Parenting Coordinator’s written 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. The PC is not required to meet with both parents equally.
- B. The parents shall provide all reasonable records, documentation, and information requested by the Parenting Coordinator.
- C. The parents, by their signatures on the Stipulation and Order, authorize requested releases of information to permit the PC to review documents and consider reports, including any medical, psychological or other evaluations or mediation sessions in which we or our child/ren have participated, and, in each instance, permit the PC to confer with the evaluator or mediator.
- D. The Parenting Coordinator may utilize consultants as necessary to assist the Parenting Coordinator in the performance of the duties contained herein. Parents are solely

responsible for the cost of any consultants retained by the PC. This becomes a reviewable decision as any other PC decision.

- E. In reaching the Decisions and Recommendations, the PC shall apply these standards, in order of importance:
 - 1. The plain language of our Court Orders concerning custody, periods of placement, and related parental rights and responsibilities;
 - 2. The best interests of our child/ren; and
 - 3. Considerations of fairness to parents relevant to our child-related rights, responsibilities, and relationships.
- F. Issuing Decisions and Recommendations.
 - 1. The PC shall deliver written Decisions and Recommendations to each parent, to advocacy counsel, to the guardian ad litem, and to the Court by US Mail within 5 days or at a later date as circumstances may control. These Decisions and Recommendations shall include a provision as to the time and conditions under which they shall become effective.
 - 2. The PC's written reports, case summaries, Decisions, and Recommendations shall be sealed by the Court and not further disseminated by the recipients.
- G. Legal Advice. The PC does not offer legal advice or counsel. Each parent may retain his/her own attorney. Each parent is expected to notify the PC when s/he has retained legal counsel who, then, will be provided copies of the PC's correspondence to parents and to the Court.
- H. Time. The parents agree that the time spent settling a dispute should be proportionate to the nature of the dispute—as determined by the PC. Parents shall obligate and authorize the PC to advise if s/he believes that an inordinate amount of time has been used to resolve a dispute. After such notice, if the PC concludes that one parent has continued to needlessly, inappropriately, or disproportionately require the PC's time, the PC may reallocate the common use fee payment responsibilities (see, paragraph VII.G. "Payment of Fees/Costs", below).
- I. Hold Harmless. The parents understand and agree to hold the PC harmless from any liability, civil or criminal, that may arise in this matter.

V. COMMUNICATION WITH PARENTING COORDINATOR

- A. The parents and their attorneys shall have the right to initiate or receive ex parte communication with the Parenting Coordinator. Copies of all such written communication are to be provided to the other party.
- B. The Parenting Coordinator may communicate with the parties' child or child/ren outside the presence of the parents. The Parenting Coordinator may communicate with the therapists who are treating the parties' child or children, as well. If the Parenting Coordinator is of the opinion that the information or notes generated by the Parenting Coordinator's communications with the children and/or with the children's therapists contain information which may be harmful to the child or which may be damaging to the child's relationship with his or her therapist or with either parent, the Parenting Coordinator may withhold such information. If either parent wishes to review such information, such review can only be

allowed upon noted motion, after in camera review of the information by the Court, in consultation with the Parenting Coordinator. If, after such review, the Commissioner or Judge agrees with the Parenting Coordinator that the divulging of such information could be harmful to the child or damaging to the child's relationship with his/her therapist or either parent, the Court may order that such information need not be divulged.

- C. In the event of exigent or emergency circumstances that threaten the welfare of a child, the Parenting Coordinator may file an ex parte motion.

VI. CHILD ABUSE REPORTING

- A. **The Duty to Report:** The law mandates that all child care therapists and health care practitioners (Doctors, Marriage, Family and Child Counselors, Psychologists, Social Workers and others) report to child protective services any information regarding possible child abuse that comes to the attention of the health care practitioner. The reporting requirement is an exception to the confidentiality privilege. This means that any child abuse allegation that is brought to the attention of a Parenting Coordinator who is a mandatory reporter must be reported.
- B. **Immunity for Child Abuse Reporting:** 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 either for the report or for the violation of the confidentiality privilege. As set forth above, communications to the Parenting Coordinator are not privileged communications.
- C. **Attorney Parenting Coordinator:** The law 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. As set forth above, communications to the Parenting Coordinator are not privileged communications.

VII. PAYMENT OF FEES/COSTS

- A. The Parenting Coordinator's fees shall be paid by the parties according to a percentage allocation agreed upon by the parties.
- B. The Parenting Coordinator may set a reasonable per hour fee for all services including 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.
- C. 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.
- D. The retainer must be replenished when it has been reduced to \$300.00 dollars or less. Unless negotiated otherwise, the replenished retainer shall be the same as the initial amount. If the replenished retainer is not received within 15 days of notification that it is due, the PC shall place the file on inactive status. Once placed on inactive status, the PC will **not** provide additional services until the retainer has been replenished.

- E. Unless otherwise agreed and ordered by the Court, each parent will be responsible for 100% of all fees in conjunction with his/her individual use of PC time as determined by the PC.
- F. **Appointments cancelled or not kept with less than 24 hours notice may be charged at the full hourly rate** to the parent responsible for missing or canceling the appointment.
- G. It is understood that **no written report, Decisions, or Recommendations** will be released **until all fees have been paid in full**.
- H. If a parent is not current on trust payments and invoices, the matter is subject to contempt with all costs of the proceeding born by the offending parent.

VIII. ENFORCEMENT

- A. **The court reserves jurisdiction in the family law action to enforce the provisions of this stipulation.**
- B. **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.**
- C. **The court reserves ultimate jurisdiction over any disputed issue that arises from the Parenting Coordinator's decisions.**

IX. RESIGNATION OF PARENTING COORDINATOR

The parents and the PC will agree to a term of appointment. Such appointment will be renewable upon agreement of both parties and the PC. At the end of any term, if **either parent and /or the PC** desire to terminate this appointment, it shall be terminated. The PC's appointment also may be terminated prior to the end of her term, if and when **both parents** agree to do so or if **the Court or the PC** concludes that her professional relationship with the family no longer serves the best interests of the child/ren.

X. QUALIFICATIONS OF PARENTING COORDINATORS

Each Parenting Coordinator must have, at a minimum, the following:

- A. Parent Coordinator/Family Law Special Master (12 hour) training; AND
- B. Basic Mediation Training (40 hours) and Family Mediation Training; OR Mediation Training for Collaborative Professionals (30 hours) and Basic Collaborative Law Training (12 hours); AND
- C. Be a member in good standing of the State Bar Association, a mental health professional or a certified family mediator.

XI. REGISTRY

The Superior Court will maintain a registry of the qualified Parenting Coordinators, and publish the list on the Court website.

ADOPTED THIS THE 7th DAY OF January, 2011

/S/
IRA J. UHRIG, JUDGE

/S/
STEVEN J. MURA, JUDGE

/S/
CHARLES R. SNYDER, JUDGE