
Plaintiff,
v.

Defendant,

Superior Court of New Jersey
Chancery Division - Family Part
County of _____
Docket Number: _____

Civil Action
Order Appointing
Parenting Coordinator

This matter having been opened to the Court to appoint a Parenting Coordinator to assist in implementing the parties' (select one):

- ☐ court ordered custody and parenting plan, or
- ☐ agreed upon custody and parenting plan.

The appointment is made (select one)

- ☐ upon consent of the parties, or
- ☐ pursuant to a court hearing, and

The Court having considered the (select one)

- ☐ testimony and evidence presented, or
- ☐ certifications submitted by the parties and the argument of counsel,

And,

The Court having made (select one)

- ☐ oral findings of good cause, or
- ☐ written findings of good cause;

It is on this ____ day of _____, 20____, Ordered that

1. Appointment: (full name) _____, located at _____, New Jersey (phone: _____), is hereby appointed Parenting Coordinator for a term of (date/event) _____. The Parenting Coordinator was selected:

- ☐ from the Statewide Roster of Approved Parenting Coordinators (**I446**) or

☐ not selected from the Statewide Roster of Approved Parenting Coordinators and instead appointed with the consent of the parties (I447).

2. Fees and Retainer: The Parenting Coordinator will be compensated at the hourly rate of \$_____ consistent with their retainer agreement. A joint retainer of \$_____ will be paid to the Parenting Coordinator and the parties shall sign the Parenting Coordinator's retainer agreement, a copy of which is annexed to this Order as Schedule A, within ____ days of this Order. The parties will share the Parenting Coordinator's fees as follows: Plaintiff ____% and Defendant ____% subject to a reallocation by application to the court. The court may seek input from the Parenting Coordinator in the event of a request for reallocation of fees and costs.
3. Role of Parenting Coordinator: The Parenting Coordinator shall assist in implementing the parties' parenting plan by facilitating the resolution of day-to-day parenting issues in a timely manner when the parties cannot resolve these issues themselves, including facilitating communication and agreement whenever possible, assisting the parties to learn strategies to avoid conflict regarding their child, reduce misunderstanding, clarify priorities, explore possibilities for compromise, develop methods of communication to promote cooperation in parenting, and making recommendations to the parties to achieve these goals. The Parenting Coordinator does not function as an attorney, guardian ad litem, counselor, therapist, mediator, arbitrator, custody evaluator, coach, consultant or mental health provider for the parties, child, or family.
4. No Confidentiality: Communications by the parties or their attorneys with the Parenting Coordinator are evidential, and shall not be deemed confidential. All communications from third parties to Parenting Coordinators shall not be deemed confidential, unless the communication is made from a third party who has a privileged relationship with a party/child, in which case the issue of whether the communication remains privileged or confidential shall be explicitly addressed by the parties and the Parenting Coordinator and adjudicated by the court if unresolved. Additionally, the parties acknowledge that consistent with this Order, the Parenting Coordinator shall abide by the terms of R. 1:38-3(d)(9) and -3(d)(10) and maintain confidentiality of the parties' identifying information, contact information, records and reports of any kind.
5. Recommendations: The Parenting Coordinator shall facilitate discussion between the parties and make recommendations to the parties in the event the parties cannot reach an agreement, which shall become binding unless a party objects by filing a timely motion or order to show cause. In cases where there exists a current temporary or final restraining order between the parties, communication shall be consistent with the limitations of such order.

6. Sources of Information: Each party is ordered to provide the Parenting Coordinator with all requested information including signed releases to enable the Parenting Coordinator to communicate with collateral contacts. The Parenting Coordinator is authorized to have contact with any professional or other individual the Parenting Coordinator deems necessary to perform the duties as Parenting Coordinator including the child, therapists, physicians, childcare providers, teachers, and family members. In the event that either a collateral contact possesses privileged information, or the information sought is privileged pursuant to a statute, the party has the right to oppose signing the release and shall advise the Parenting Coordinator and the other party of their objections. If the issue remains unresolved, either party may file a motion and the court shall determine whether the release is to be signed and whether and to what extent the privileged information shall remain confidential.
7. Scope: The Parenting Coordinator shall not have authority to make recommendations regarding financial issues or modify legal and physical custody. The Parenting Coordinator may make recommendations to facilitate parenting time on matters, including:
- a) Time, place and manner of pick-up and drop-off of child;
 - b) Childcare arrangements;
 - c) Minor or temporary alteration in parenting schedules for weeknight, weekend, holidays, vacation, and special events that will not substantially alter the parenting plan;
 - d) Dates for summer vacation;
 - e) The parents' schedules and conditions of phone or other contact (e.g., text and email) with the child while in the other parent's custody;
 - f) Selection and scheduling of activities, and resolving conflicts between the parties concerning the child's participation in recreation, enrichment, and extracurricular activities;
 - g) Referrals to other professionals to improve family functioning, including recommendation for custody or other focused evaluations;
 - h) Child's travel and passport arrangements;
 - i) Equipment and personal possessions of the child, including movement of these items between households for a child's use;
 - j) Clarification of provisions in parenting plans to address inadvertent gaps that may lead to conflict between the parties, including defining specific hours for pickup/drop-off and transportation during holidays;
 - k) Information exchanges, including school, health, social activities, and communication about the child between the parties;
 - l) Consistency in child disciplinary matters;
 - m) Non-permanent significant changes in a child's appearance, including haircuts, hair color changes, dress code, manicures;

- n) Unless limited by a domestic violence restraining order, how the parties communicate with each other, with the child, and in the child's presence; and
- o) All other issues agreed upon by the parties and the Parenting Coordinator to help effectuate resolution of custody and parenting issues.

8. Protocol: The Parenting Coordinator shall determine the protocol of all communications, interviews, and sessions, including who shall or may attend the meetings. At their discretion, the Parenting Coordinator may conduct meetings with the parties, the child, and others related to the case jointly or separately, which meetings may occur by telephone, video conference or in person. All parties will have an opportunity to be heard on each issue submitted to the Parenting Coordinator. The Parenting Coordinator shall provide an agenda to the parties in the event the Parenting Coordinator initiates the request for a meeting. In no event may a party tape or record any Parenting Coordination sessions. In cases in which there is domestic violence restraining order between the parties, communication shall be consistent with the limitations of such order. The Parenting Coordinator shall document in writing all agreements made by the parties and all recommendations by the Parenting Coordinator, which shall be communicated simultaneously to both parties. In time sensitive circumstance, recommendations may be made orally and must be communicated to both parties, followed by written confirmation simultaneously communicated to both parties.
9. Communication with the Parenting Coordinator: The parties have the right to initiate or receive oral ex parte (meaning private, not in the presence of the other party) communication with the Parenting Coordinator at the Parenting Coordinator's discretion, and the fact of such communication shall be made known to the other party contemporaneously with its occurring (or as soon thereafter as possible) in writing in a manner consistent with the Parenting Coordinator's protocols. Any party or their attorney may communicate in writing with the Parenting Coordinator and copies of such communications will be provided to the other party, unless the Parenting Coordinator determines otherwise, in which event the Parenting Coordinator will determine the means by which they will convey the communication to the other parent consistent with the protocols established by the Parenting Coordinator. Copies of any documents, tape recordings, or other electronic material that one party gives to the Parenting Coordinator must also be given to the other party unless the Parenting Coordinator determines otherwise, in which event the Parenting Coordinator will determine the means by which the contents will be conveyed to the other party. If a crisis situation arises that will affect a child, the Parenting Coordinator may make a recommendation on an emergent basis with all parties present either in person or via emergency conference call, or by e-mail to all

parties. In cases in which there is domestic violence restraining order between the parties, communication shall be consistent with the limitation of such order.

10. Testimony: The Parenting Coordinator shall testify only pursuant to an order issued by a judge in this matter. The Parenting Coordinator shall be paid for all court appearances, depositions, conferences, or other appearances at which the Parenting Coordinator participates in connection with these proceedings including travel time at the Parenting Coordinator's hourly rate of \$_____ and payment of the estimated amount required shall be paid no later than 48 hours prior to testifying or appearing,
11. Termination: The court or the Parenting Coordinator may terminate the Parenting Coordinator's appointment in the following instances: the services of the Parenting Coordinator do not meet the needs of the family; the child has reached the age of majority; the parties stipulate to the termination; the Parenting Coordinator's fees are not being paid; entry of a court order; or upon expiration of the term as set forth in paragraph 16 of this order. Either party may file a motion to terminate the Parenting Coordinator's appointment whenever the Parenting Coordinator has exceeded their mandate, acted in a manner inconsistent with the approved procedures, or violated professional conduct, provided the approved complaint procedure has been utilized. If the Parenting Coordinator seeks to withdraw, the request shall be granted absent extraordinary circumstances.
12. Complaint: Except as provided by other applicable law, a party having a complaint about the Parenting Coordinator shall submit a written letter to the Parenting Coordinator detailing their complaint, with a copy to the other party (or where there is a domestic violence restraining order the Parenting Coordinator shall serve the copy on the other party) to both attorneys (if any) and to the attorney for the child (if any). The Parenting Coordinator shall within ten (10) days provide a written response to both parties and their attorneys, subject to the other provisions herein. Thereafter, the Parenting Coordinator at their discretion may schedule a meeting or conference call with the attorneys and the parties to resolve the complaint. If the complaint is not resolved by this process, the dissatisfied party may file a motion with the court to decide the dispute.
13. Report to the Court: Parenting Coordinators shall not have any communication with the court, unless mutually agreed to by the parties or unless otherwise required or permitted under the terms of this Order. Absent mutual agreement, either party may file a motion to permit the Parenting Coordinator to communicate with the court and such communication will be on notice to the parties.
14. In cases where there currently exists a temporary or final restraining order pursuant to the New Jersey Prevention of Domestic Violence Act, it is further ordered:

- a) The victim shall be advised of the right to decline appointment of a Parenting Coordinator and that the victim has the option to terminate the Parenting Coordinator process without the filing of a formal motion. Otherwise, termination of the Parenting Coordinator process shall be addressed pursuant to paragraph 11 of this order.
- b) The Parenting Coordinator shall address any safety concerns with the court in writing.
- c) The Parenting Coordinator shall abide by the terms of Rule 1:38-3(d)(9) and -3(d)(10) and maintain confidentiality of the parties' identifying information, contact information, records, and reports of any kind.
- d) The Parenting Coordinator shall include measures addressing the safety of the parties and any participants and shall establish protocols for meetings and communications consistent with the domestic violence restraining order.

15. The Parenting Coordinator remains subject to the child abuse reporting requirements pursuant to N.J.S.A. 9:6-8.10.

16. The Parenting Coordinator's appointment shall expire on _____, unless otherwise extended upon a showing of good cause or by agreement of the parties.

17. Other Terms:

 _____.

A copy of this order and guidelines shall be served on the parties and the Parenting Coordinator within ____ days.

 Date

s/_____
 J.S.C.