

IN THE IOWA DISTRICT COURT IN AND FOR POLK COUNTY

IN RE THE MARRIAGE OF *****	
Upon the Petition of  *****,  Petitioner,  and Concerning  *****,  Respondent.	Case No. *****  <b>ORDER APPOINTING PARENTING COORDINATOR</b>

This matter is before the Court upon the Application for Appointment of a Parenting Coordinator filed by \_\_\_\_\_. Upon reviewing the file, hearing the statements of Counsel, and being otherwise fully advised in the premises, the Court FINDS that it has jurisdiction of the parties and the subject matter herein. The Court further FINDS that appointment of a Parenting Coordinator in this matter is in the best interest of the parties' minor child(ren), the parties agree such appointment, including the duties of the Parenting Coordinator, and the Court should approve and adopt their agreement.

**PRINCIPLES:**

1. Parenting Coordination is a child-focused dispute resolution process that combines parent education, dispute assessment, mediation, conflict and communication management, and, when parents are unable to resolve their parenting disputes with the Parenting Coordinator's assistance, recommendations or decision-making on issues that are specified in this Stipulation and Order. The ultimate goal is to help parents resolve disputed or difficult issues amicably and efficiently on their own, without having to involve the Parenting Coordinator or the adversarial process.

2. The parents acknowledge that their child(ren) will benefit from a meaningful relationship with both parents, that continued parental conflict will generally negatively impact their child(ren)'s adjustment, and that every effort should be made to keep the child(ren) out of the middle of their parents' disputes and communications.

3. The parents voluntarily agree to the terms and conditions of this order because they desire to:

- a. de-escalate parental conflict to which the children are exposed;
- b. focus on their child(ren)'s needs and best interests;
- c. promote their child(ren)'s optimum adjustment;
- d. resolve issues and disputes in a timely and cost efficient manner without litigation; and
- e. benefit from the direction of a qualified professional chosen to serve as the Parenting Coordinator.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:**

**I. APPOINTMENT:**

1. KIMBERLY STAMATELOS is appointed as Parenting Coordinator. The Parenting Coordinator shall serve in this capacity until she resigns, until further order of the court, or for \_\_\_\_ months after the effective date of this Order, whichever first occurs.

2. This appointment is based upon the expertise of the Parenting Coordinator as a family law attorney, family law mediator, Guardian Ad Litem, and trained Parenting Coordinator. **This appointment in no way creates an attorney-client relationship. Communications between the parents and the Parenting Coordinator are not subject to any claim of privilege.**

3. The parties, by agreeing to the terms of this order, waive any and all claims of liability involving the Parenting Coordinator based upon any act or omission of the Parenting Coordinator during the discharge of her duties performed in good faith

and the act or omission does not constitute a knowing violation of the law. This provision relieves the Parenting Coordinator of any liability for in-court testimony.

## **II. AUTHORITY OF PARENTING COORDINATOR:**

1. The Parenting Coordinator may make decisions or resolve conflicts between the parents which do not affect the court's exclusive jurisdiction to determine fundamental issues of custody and parenting time.

2. The Parenting Coordinator does not have the authority to change the custodial designation of legal and physical custody established in a current order of the court. Modification of the temporary or permanent designation of the legal or physical custodial arrangement is reserved to the Iowa District Court. Further, the Parenting Coordinator shall not make any decisions or orders or resolve disputes that result in a which substantial alteration or reconfiguration the parents' time sharing arrangements, ("substantial alteration" is defined as an increase or decrease in a parent's parenting time of more than four (4) nights per month).

3. Temporary or permanent substantial changes to time-share arrangements are reserved to the Iowa District Court and may be presented to the court by either party upon the recommendation of the Parenting Coordinator (See section IV, paragraph 2).

4. The Parenting Coordinator may make recommendations and/or decisions with respect to the matters set forth below in Section III below. The Parenting Coordinator may make recommendations regarding the matters set forth below in Section IV.

5. The parties acknowledge that the authority to issue and enforce decrees, including decrees involving child custody and visitation, is an exclusively judicial

function, and by agreeing to the provisions of this Order, the parties clearly and unambiguously consent to the delegation of certain limited judicial authority to the Parenting Coordinator, as specified below. The parties further acknowledge that they may have a constitutional right to judicial enforcement of a decree, and to the extent that the provisions of this Order serve as a waiver of that constitutional right, the parties acknowledge that they do so voluntarily, knowingly, and intelligently.

### **III. AUTHORITY TO MAKE DECISIONS AND ORDERS:**

1. Each party specifically agrees that the Parenting Coordinator may make decisions or resolve disputes between the parties about issues as indicated below and such decisions are binding on the parties and continue in effect unless modified or set aside by a court of competent jurisdiction (*applicable issues are marked below*):

- Dates, time, designated person, location, and method of pick up and delivery;
- Reorganization of school vacation and/or holiday time resulting in increases/decreases of one week or less.
- Modification of schedule by not more than four nights per month including, but not limited to, modifications when developmentally appropriate for children under the age of six.
- Care providers for child(ren)
- Child rearing disputes such as bedtime, diet, clothing, homework, and discipline.
- Scheduling disputes arising from afterschool, enrichment, athletic, and other activities.
- After school and enrichment activities
- Health care management
- Participation of others in child's time with each parent (significant others, relatives, etc.)
- Other: \_\_\_\_\_

Failure to comply with the Parenting Coordinator's decision may subject the noncompliant parent to an action for contempt of court.

2. Decisions on the matters designated or marked above are effective and binding when communicated by the Parenting Coordinator to each parent by any of the agreed methods indicated below:

Mother

- Phone
- Voicemail
- E-mail
- Fax
- Other\_\_\_\_\_

Father

- Phone
- Voicemail
- E-mail
- Fax
- Other\_\_\_\_\_

The Parenting Coordinator and a parent may agree to modify the methods or manner of communication when circumstances change, but any such change requires the advance consent of the Parenting Coordinator.

**IV. AUTHORITY TO MAKE RECOMMENDATIONS TO THE COURT:**

1. The Parenting Coordinator will have authority to make recommendations to the Court on the issues as indicated or marked below::

- Increases/decreases in vacation and holiday time of more than one week.
- Time share changes, including summer vacations, which increase/decrease the child's time with either parent in excess of four (4) overnights per month.
- Supervision of child(ren)'s contacts with a parent.
- Appointment of counsel for child(ren).
- Obtaining child custody evaluation or reevaluation.
- Private or public school education.
- Participation by parents and/or children in physical examinations.

- Participation by parents and/or children in psychological assessments, evaluations, and psychotherapy including selection of a therapist for the children when the parents cannot agree. The cost of such services for the children shall 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.
- Participation by parents and/or children in alcohol and drug evaluation/monitoring/testing. The cost of drug or alcohol evaluation/monitoring/testing for the children shall 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.
- Any other issues the parents request be submitted to the Parenting Coordinator for recommendation.
- Other, specifically, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Recommendations made by the Parenting Coordinator for the court's consideration shall be communicated to the parents as provided in Section IV, paragraph 2 above. Communication with the attorneys for either parent shall be in writing by ordinary mail, fax, or email, as agreed to by the attorney and the Parenting Coordinator. If either party objects to any of the Parenting Coordinator's recommendations to the court, the party must notify the Parenting Coordinator in writing within fourteen (14) calendar days of the date of the recommendation. If neither party objects to the recommendations of the Parenting Coordinator within fourteen (14) calendar days of notice to the parents, the Parenting Coordinator may submit the recommendations to the court for approval without further notice or hearing.

3. If either party makes a timely objection to the Parenting Coordinator's recommendation, the Parenting Coordinator shall provide the opposing party and all counsel with a copy of the written objection. When the Parenting Coordinator files written recommendations for the Court's consideration, the Parenting Coordinator shall

also file a copy of the written objections. The Court may set the matter for hearing or take other appropriate action without a hearing. Either party or the Parenting Coordinator may request a hearing regarding the recommendations or the objections upon proper notice as directed by the court. However, such a request is not mandatory.

**V. PROCEDURE:**

1. 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 which are informal in nature, by telephone or in person, and need not comply with the rules of evidence. No formal record need be made, except the Parenting Coordinator's recommendations shall be in writing. In addition, any mutual agreement reached by the parents shall be reduced to writing and signed by both parties. The Parenting Coordinator shall have the authority to determine the protocol of all interviews and sessions including the power to determine who attends meetings involving the parents, whether such sessions shall be individual or joint, and whether sessions will include both parents, the child(ren), or others the Parenting Coordinator selects as participants.

2. The parents shall provide all reasonable records, documentation, and information requested by the Parenting Coordinator. The parents shall sign all necessary releases and/or authorizations to allow the Parenting Coordinator to obtain any medical, mental health, education, or other records the Parenting Coordinator deems necessary, unless otherwise ordered by the court. The Parenting Coordinator shall not re-release any person's confidential information to any other person, including the other party or the other party's attorney, without specific written release and/or authorization.

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

**VI. COMMUNICATION WITH PARENTING COORDINATOR:**

1. The parents and their attorneys shall have the right to initiate or engage in ex parte communications with the Parenting Coordinator. Copies of all written communication shall be provided to the opposing party and counsel of record.

2. The Parenting Coordinator may communicate with the parties' child or children outside the presence of the parents. The Parenting Coordinator may also communicate with any therapists who are treating the parties' child or children. The Parenting Coordinator may withhold information or notes generated by the Parenting Coordinator during such communications if the Parenting Coordinator forms the opinion that revealing the information may be damaging to the child or the child's relationship with others. A parent desiring to review information deemed harmful to the child by the Parenting Coordinator may file an application with the court seeking such information and set the same for hearing after notice to the opposing party, the Parenting Coordinator, and counsel of record. The Parenting Coordinator may, as part of such proceeding, request an *in camera* inspection of the information by the Court. The court's determination as to this issue will be final, subject to each party's right of appeal.

3. In the event of exigent or emergency circumstances that threaten the welfare of a child, the Parenting Coordinator may seek immediate Court intervention pursuant to the Iowa Rules of Civil Procedure.

**VII. CHILD ABUSE REPORTING**

1. The child abuse reporting statute 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 make such a report without liability.

2. Iowa Code § 232.75 (2009) provides for sanctions for reporting, or causing to be reported, any knowingly false allegation of child abuse. This section does not apply to a Parenting Coordinator who reports an allegation made to the Parenting Coordinator by a parent or other third party. However, the statute does apply to the person making the allegation to the Parenting Coordinator if the court finds that the initial allegation was made knowing that it was untrue.

**VIII. FEES AND ALLOCATION OF FEES:**

1. The Parenting Coordinator's fees shall be shared according to the following allocation: Petitioner \_\_\_\_%; Respondent \_\_\_\_%. The Petitioner shall pay an initial retainer of \$\_\_\_\_\_, and the Respondent shall pay an initial retainer of \$ \_\_\_\_\_. The Parenting Coordinator may pay herself fees as they are earned, without the requirement of a court order authorizing payment. The Parenting Coordinator may require a retainer against which ongoing work is charged, and when the funds remaining in the Parenting Coordinator's Trust Account is \$500.00 or less, an additional retainer may be required from the parties in the percentage allocation provided above. At the end of the Parenting Coordinator tenure, any unearned balance shall be returned to the parents in proportion to their respective payments made.

2. The Parenting Coordinator fees are \$200 per hour. Time spent in interviewing, report preparation, review of records and correspondence, telephone conversations with the parents, attorneys, or others relevant to the parental disputes, travel, court preparation and any other time invested in connection with serving as Parenting Coordinator will also be billed at the hourly rate. If the Parenting Coordinator determines the need for services is more attributable to the conduct and/or intransigence of one party than the other the Parenting Coordinator has the right to allocate charges for her time to the parents in a percentage different than specified above.

3. The Parenting Coordinator shall be reimbursed for any expenses she incurs in association with her role as Parenting Coordinator. These costs may include, but are not limited to, the following: photocopies, postage, messenger service, long distance telephone charges, additional express and/or certified mail costs, parking, tolls, mileage, and other travel expenses.

4. In the event that arbitration proceedings or a legal action become necessary to enforce any provision of this order, the arbitrator or the court may require the non-prevailing party to pay attorney's fees and costs of the other party.

5. In the event that either party fails to provide twenty-four (24) hours telephone notice of cancellation of any appointment with the Parenting Coordinator, such party shall pay the Parenting Coordinator's full hourly rate for such missed appointment, at the discretion of the Parenting Coordinator.

6. If either party requests an in-person meeting with the Parenting Coordinator, the person requesting the in-person meeting shall pay \$200.00 in advance of the requested meeting.

#### **IX. GRIEVANCES:**

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

2. Neither party may initiate court proceedings for the removal of the Parenting Coordinator, or to bring to the court's attention any grievances regarding the performance or actions of the Parenting Coordinator, without first meeting and conferring with the Parenting Coordinator in an effort to resolve the grievance.

3. The Court reserves jurisdiction to determine if either or both parents must pay any portion or all of said Parenting Coordinator time and expenses spent addressing any grievance and/or resisting any motion to remove her.

4. The Parenting Coordinator may move the Court for relief from this stipulation, after complying with paragraph 2 above, if either party or the Parenting Coordinator believes a grievance exists between them with respect to this stipulation that cannot be resolved.

**X. ENFORCEMENT:**

1. The court reserves jurisdiction to enforce the provisions of this order.
2. In the event that arbitration proceedings or a legal action become necessary to enforce any provision of this order, the court may order the non-prevailing party to pay the opposing party's attorney's fees and costs.
3. The court reserves jurisdiction to make the final determination of any over any disputed issue arising from the Parenting Coordinator's decisions.

**XI. RESIGNATION OF PARENTING COORDINATOR:**

The Parenting Coordinator may resign any time she determines the resignation to be in the best interest of the child(ren) or the Parenting Coordinator is unable to serve out her term, upon thirty (30) days written notice to the parents.

**IT IS SO ORDERED.**

DATE: \_\_\_\_\_  
JUDGE, FIFTH JUDICIAL DISTRICT OF IOWA

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
Petitioner Respondent

APPROVED AS TO FORM ONLY:

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Attorney Petitioner

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Attorney for Respondent

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Kimberly Stamatelos  
Parenting Coordinator