

Sample Parenting Coordinator Language (See attached Stipulation and Order for Appointment of Parenting Coordinator)

Below is sample language that may be written into a marital settlement agreement to address the use of a Parenting Coordinator:

A. Parenting Coordinator Agreement

1. Role of the Parenting Coordinator

The parties have agreed to enter into an agreement for the court to appoint [Name of parenting coordinator] as a Parenting Coordinator ("PC"). The parties understand that the function of the PC is to help them resolve their differences regarding their children and their care in a manner that serves the best interest of the children, minimizes conflict between the parents that could harm the children, fosters cooperation between the parents and helps move the parents through stages of placement that will ultimately lead to substantially equal periods of placement. The parties have intentionally selected a PC who is a psychologist who can educate them as necessary regarding child development. The PC may also mediate disputes between the parties, coach the parties on strategies of dealing with the other parent and with the children, and may also refer the parties and/or their children to other professionals, such as therapists. The parties agree to meet with the PC at least every three to four months unless they mutually agree otherwise. Either party may request additional meetings with the PC to address specific issues. The parties specifically authorize the PC to arbitrate the following types of decisions:

- a. Timing for movement from one stage to another.
- b. Definition of "weekday placement."
- c. Extra-curricular activities.
- d. Selection of school and daycares.
- e. Other major legal custody issues.

2. Legal Advice

The PC does not offer legal advice, nor does he provide legal counsel. Each parent is advised to retain his/her own attorney in order to be properly counseled about his/her legal interests, rights and responsibilities.

3. Confidentiality

The PC is an experienced mediator. As PC, he may mediate between the parents as necessary, that is, help the parents to make their own decisions but his role is not exclusively as a mediator. In mediation, all written and oral communications, negotiations and statements made in the course of mediation are considered confidential. However, because information provided in mediation shall be considered by the PC in making an arbitration award, confidentiality is not insured.

4. Process of Arbitration

It is the intent of the parties to resolve issues through mediation as much as possible. In the event they are unable to reach a mutually satisfactory resolution of a dispute, the parties ask that the PC serve as arbitrator and arbitrate the issue and make a decision for the parties based upon the communication and information that they provide. Either party is free to request arbitration. The PC shall make no decision or recommendation that substantially modifies the parties' custody or physical placement agreements as set forth in this Partial Marital Settlement Agreement, substantially alters the basic physical placement arrangement, substantially interferes with either party's regularly occurring and meaningful periods of placement with the children, alters joint or sole custody, or relocates the children's permanent residence, such as if the children would move away from the other parent's residence by more than 150 miles or out of the state of Wisconsin. The PC may make decisions resolving disputes between the parties regarding the children that do not affect the court's exclusive jurisdiction to determine fundamental issues of custody and placement. Moreover, the PC may make a decision regarding timing of movement from one stage of placement to another stage of placement.

5. Discovery/Fees

The parties agree not to request, subpoena or demand the production of any record, notes, work product or the like, of the PC concerning his work with the parties. To the extent that they may have a right to demand documents, that right is hereby waived. The parties agree that the PC shall not be called as a witness in any subsequent proceeding unless required by statute or court order.

The parties shall divide the fees related to services rendered by the PC equally, unless the PC decides that one party's unreasonable position or action requires an unequal allocation of fees.

6. Reviewable

When the PC makes decisions for the parties (arbitrates) the PC shall issue a decision in writing and deliver a copy of the decision to each of the parties and their attorneys. The PC's decision shall be binding unless modified or set aside by the court. Neither party waives their right to seek a review by a court of any issues raised in mediation or arbitration, or any awards or decisions made by the PC.

7. Term

The PC is authorized to interview the children privately in order to ascertain the children's needs as to the issues being addressed.

The PC is [Name of PC]. It is anticipated that the PC's services shall continue until such time as the younger children begin first grade. That is the timeframe within which the parties hope to accomplish a substantially equal