Notice to the Bar

Parenting Coordinators – Conclusion of Pilot Program; Continuing Authority to Appoint in Individual Cases

On the recommendation of both the Conference of Family Presiding Judges and the Supreme Court Family Practice Committee, the Parenting Coordinator Pilot Program in Bergen, Middlesex, Morris/Sussex and Union vicinages is terminated effective November 26, 2012. All standardized forms promulgated in connection with that pilot program are rescinded as of that date, including the standardized order of appointment, the parent coordinator registration form, and the standardized case information form. Additionally, the roster of parenting coordinators posted on the judiciary website will be removed also as of that date.

While the Parenting Coordinator Pilot Program will be ending, Family Judges may continue to appoint Parenting Coordinators in specific cases in any vicinage (except in cases having a domestic violence temporary or final restraining order if effect). Parenting Coordinators so appointed will need to be qualified to serve either by consent of the parties or by the court in the same manner as other experts. While there are no specifically required forms of order of appointment, the two model orders appended to this notice are provided for guidance. One model order would be for use in consent situations; the other when the Parenting Coordinator is appointed on motion by the court or a party.

Questions regarding this material may be directed to Harry T. Cassidy, Assistant Director for Family Practice, Administrative Office of the Courts, by e-mail at Harry.Cassidy@judiciary.state.nj.us or by phone at 609-984-4228 .

Glenn A.Grant, J.A.D.
Acting Administrative Director of the Courts

Dated: November 13, 2012

Attorney(s) for _____

_____
Plaintiff,

v.

_____
Defendant.

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

Civil Action

Order Appointing Parenting Coordinator (Consent)

THIS MATTER having been opened to the Court by _____, Esq., attorneys for the Plaintiff, and _____, Esq., attorneys for the Defendant, and the parties having agreed that it is in the best interests of the child(ren) that a Parenting Coordinator be appointed to assist the parties in resolving their conflicts as here defined, and the parties having approved the coordinator designated; for good cause having been shown;

IT IS ON THIS _____ DAY OF _____, 20__, ORDERED AS FOLLOWS:

1. APPOINTMENT: _____, located at _____is appointed as Parenting Coordinator for the term of _____ to _____.

2. ROLE OF PARENTING COORDINATOR: The Parenting Coordinator shall serve to attempt to assist the parties to resolve conflicts related to the following issues:

   _____

   _____

   _____.

   The Parenting Coordinator also shall seek to assist the parties to learn strategies to avoid conflict regarding their child(ren). The Parenting Coordinator shall not have the authority to change existing Orders of the Court unless the parties consent and enter into a Consent Order. The

Parenting Coordinator shall not have authority to conduct parenting time or custody evaluations or to make recommendations concerning said issues.

3. NO CONFIDENTIALITY: All communications from the parties and/or their lawyers to the Parenting Coordinator and/or from the Parenting Coordinator to the parties and/or their lawyers shall not be deemed confidential, but rather shall be admissible in evidence, under New Jersey Rules of Evidence and Rules of Court.

4. RECOMMENDATIONS: If the Parenting Coordinator can not foster agreement regarding the issues assigned to him/her, then he/she will make recommendations to the parties (and their respective attorneys) directly. If either party objects to the recommendation, and refuses to be bound by the same, either party may apply to the court pursuant to the Rules for determination of the issues. In connection with any such application, either party may submit the Parenting Coordinator's recommendation and any additional relevant evidence, in accordance with the Rules of Court. The court may assess counsel fees pursuant to the Rules in connection with said application. The parties shall provide notice to the Parenting Coordinator of any application to the court related to recommendations the Coordinator has made.

5. SOURCES OF INFORMATION: Except as set forth herein, each party is ordered to provide the Parenting Coordinator with all requested information including the signing of all releases requested for non privileged collateral contacts. The Parenting Coordinator may have contact with any professional for the children. If the parties agree, the Parenting Coordinator may have access to any other individual the parenting coordinator deems necessary to perform the coordinator's duties. If the parties disagree as to whether the Coordinator should have access to any specific person or whether a parent has to sign an authorization pertaining to him or herself, then the Court shall determine the issue on application.

6. SCOPE: The Parenting Coordinator may make recommendations to the parties about issues identified in the Order of Appointment.

7. PROTOCOL: Consistent with this Rule, the Parenting Coordinator may determine the protocol of all communications, interviews, and sessions including who shall or may attend the meetings.

8. COMMUNICATION: The parties and their attorneys shall have the right to initiate or receive oral one-sided communication with the Parenting Coordinator but the fact of such communication shall be made known to the other party contemporaneously with its occurring through confirmatory written memorialization. Any party or counsel may communicate in writing with the Parenting Coordinator provided that copies are provided to the other party and counsel simultaneously. Copies of any documents, tape recordings or other electronic material that one party gives to the Parenting Coordinator must also be given contemporaneously to the other party or his/her attorney.

9. ALLOCATION OF FEES: The Parenting Coordinator's reasonable and customary fees shall be paid by the parties as follows: plaintiff _____% and defendant _____%. In the event of a request for reallocation of fees and costs, the Parenting Coordinator may submit recommendations concerning this issue.

10. PARENTING COORDINATOR'S RETAINER AGREEMENT: The parenting coordinator's retainer agreement shall mirror the terms of this Order of Appointment. The parenting coordinator's retainer agreement shall not provide any authority beyond that set forth in this Order of Appointment.

11. RETAINER: The parties will pay to the Parenting Coordinator a joint retainer in the percentages referred to above, or as may be modified by the Court.

12. TESTIMONY: All testimony by the Parenting Coordinator in connection with these proceedings or other proceedings involving any or all of the participants in this proceeding shall be deemed expert testimony if qualified and shall be paid accordingly.

13. COOPERATION OF THE PARTIES: In the event the Parenting Coordinator believes either party has been recalcitrant and/or non-cooperative and thereby has interfered with the parenting coordinating process, that view shall be communicated in writing to the parties and their attorneys, who may then petition the court for appropriate relief, including, but not limited to, sanctions, counsel fees, and the remedies set forth in *Rule* 5:3-7.

14. TERMINATION/GRIEVANCE: During the term of the Parenting Coordinator's appointment, the Coordinator may withdraw from service at any time, on ten days notice to the parties and the court, if she/he determines resignation to be in the best interests of the children or she/he is unable to serve out the term set forth in this order. A party having a complaint or grievance shall discuss the matter with the Parenting Coordinator in person in an attempt to resolve it before pursuing it in any other manner. If the issue remains unresolved, the aggrieved party shall submit a written letter detailing the complaint or grievance to the Parenting Coordinator with a copy to the other party, both attorneys (if any), and to the attorney for the child(ren) or Guardian ad Litem if one is in place. The Parenting Coordinator shall within ten (10) days provide a written response to both parties and the attorneys. The Parenting Coordinator at his/her discretion may schedule a meeting or conference call with the attorneys or with the attorneys and the parties in an effort to resolve the complaint. In situations where the grievance or complaint is not resolved by this process, the dissatisfied party may request a court hearing to address and resolve the issues that have been raised.

_____

J.S.C.

Attorney(s) for _____

_____
Plaintiff,

v.

_____
Defendant.

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

Civil Action

Order Appointing Parenting Coordinator (On Motion)

THIS MATTER having been opened by the Court on its own motion, or on the application of _____, Esq., attorneys for the ☐ Plaintiff / ☐ Defendant, on notice to _____, Esq. the attorneys for the ☐ Plaintiff / ☐ Defendant, and the Court having determined that it is in the best interests of the child(ren) that a Parenting Coordinator be appointed to assist the parties in resolving their conflicts as here defined; and good cause having been shown; and

IT IS ON THIS _____ DAY OF _____, 20__, ORDERED AS FOLLOWS:

1. APPOINTMENT: _____, located at _____ is appointed as Parenting Coordinator for the term of _____ to _____.

2. ROLE OF PARENTING COORDINATOR: The Parenting Coordinator shall serve to attempt to assist the parties to resolve conflicts related to the following issues:

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   _____

   _____.

   The Parenting Coordinator also shall seek to assist the parties to learn strategies to avoid conflict regarding their child(ren). The Parenting Coordinator shall not have the authority to change

existing Orders of the Court unless the parties consent and enter into a Consent Order. The Parenting Coordinator shall not have authority to conduct parenting time or custody evaluations or to make recommendations concerning said issues.

3. NO CONFIDENTIALITY: All communications from the parties and/or their lawyers to the Parenting Coordinator and/or from the Parenting Coordinator to the parties and/or their lawyers shall not be deemed confidential, but rather shall be admissible in evidence, under New Jersey Rules of Evidence and Rules of Court.

4. RECOMMENDATIONS: If the Parenting Coordinator can not foster agreement regarding the issues assigned to him/her, then he/she will make recommendations to the parties (and their respective attorneys) directly. If either party objects to the recommendation, and refuses to be bound by the same, either party may apply to the court pursuant to the Rules for determination of the issues. In connection with any such application, either party may submit the Parenting Coordinator's recommendation and any additional relevant evidence, in accordance with the Rules of Court. The court may assess counsel fees pursuant to the Rules in connection with said application. The parties shall provide notice to the Parenting Coordinator of any application to the court related to recommendations the Coordinator has made.

5. SOURCES OF INFORMATION: Except as set forth herein, each party is ordered to provide the Parenting Coordinator with all requested information including the signing of all releases requested for non privileged collateral contacts. The Parenting Coordinator may have contact with any professional for the children. If the parties agree, the Parenting Coordinator may have access to any other individual the parenting coordinator deems necessary to perform the coordinator's duties. If the parties disagree as to whether the Coordinator should have access to any specific person or whether a parent has to sign an authorization pertaining to him or herself, then the Court shall determine the issue on application.

6. SCOPE: The Parenting Coordinator may make recommendations to the parties about issues identified in the Order of Appointment.

7. PROTOCOL: Consistent with this Rule, the Parenting Coordinator may determine the protocol of all communications, interviews, and sessions including who shall or may attend the meetings.

8. COMMUNICATION: The parties and their attorneys shall have the right to initiate or receive oral one-sided communication with the Parenting Coordinator but the fact of such communication shall be made known to the other party contemporaneously with its occurring through confirmatory written memorialization. Any party or counsel may communicate in writing with the Parenting Coordinator provided that copies are provided to the other party and counsel simultaneously. Copies of any documents, tape recordings or other electronic material that one party gives to the Parenting Coordinator must also be given contemporaneously to the other party or his/her attorney.

9. ALLOCATION OF FEES: The Parenting Coordinator's reasonable and customary fees shall be paid by the parties as follows: plaintiff _____% and defendant _____%. In the event of a request for reallocation of fees and costs, the Parenting Coordinator may submit recommendations concerning this issue.

10. PARENTING COORDINATOR'S RETAINER AGREEMENT: The parenting coordinator's retainer agreement shall mirror the terms of this Order of Appointment. The parenting coordinator's retainer agreement shall not provide any authority beyond that set forth in this Order of Appointment.

11. RETAINER: The parties will pay to the Parenting Coordinator a joint retainer in the percentages referred to above, or as may be modified by the Court.

12. TESTIMONY: All testimony by the Parenting Coordinator in connection with these proceedings or other proceedings involving any or all of the participants in this proceeding shall be deemed

expert testimony if qualified and shall be paid accordingly.

13. COOPERATION OF THE PARTIES: In the event the Parenting Coordinator believes either party has been recalcitrant and/or non-cooperative and thereby has interfered with the parenting coordinating process, that view shall be communicated in writing to the parties and their attorneys, who may then petition the court for appropriate relief, including, but not limited to, sanctions, counsel fees, and the remedies set forth in *Rule* 5:3-7.

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_____

J.S.C.