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**DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA**

<p>,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">vs.</p> <p>,</p> <p style="text-align: center;">Defendant.</p>	<p>Case No.:</p> <p>Dept. No.:</p> <p>Hearing Date:</p> <p>Hearing Time:</p>
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**ORDER FOR
APPOINTMENT OF PARENTING COORDINATOR AS A SPECIAL
MASTER**

The Court, having considered all the pleadings on file herein, and good cause appearing, does hereby Order the appointment of a Special Master and Parenting Coordinator under the following terms and conditions.

1.0. APPOINTMENT AND DESIGNATION OF TERMS

1.1. ... is hereby appointed as the Special Master and Parenting Coordinator in this matter (said appointee hereafter referred to as the "Parenting Coordinator"). The Parenting Coordinator's full name, title, mailing address, and phone numbers are as follows:

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1.2. This appointment is made pursuant to NRCP 53(a) and is intended to be a delegation of judicial authority pursuant to said Rule, subject to the grievance procedures described herein.

2.0. PARENTING COORDINATOR FEES/EXPENSE SHARING

2.1. Hourly fees for the services of the Parenting Coordinator shall be set by the Parenting Coordinator pursuant to a written agreement with the parties. The parties shall equally split the cost of the Parenting Coordinator’s fees. All fees shall be paid in advance by the parties. The Court reserves jurisdiction to re-allocate said payments between the parties. The Parenting Coordinator may recommend a different fee split to the parties and the Court.

2.2. Objection to any fees or costs billed by the Parenting Coordinator shall be made in writing within thirty (30) days of receipt, or the billing is deemed accepted. Objections will be handled in accordance with the grievance procedure as set forth below.

2.3. In the event that the testimony and/or written report of the Parenting Coordinator is required for any hearing, settlement conference, or court action, by one or both parties, the Parenting Coordinator’s fees for such services shall be paid by both parties, in advance, according to the estimate by the Parenting Coordinator. Ultimately, the Court shall determine the proper allocation between the parties for all fees to the Parenting Coordinator for such services and may require reimbursement by one party to the other for any payment to the Parenting Coordinator.

3.0. GENERAL AUTHORITY

3.1. The Parenting Coordinator shall have the general authority to obtain agreement or recommend resolution of parent/child and custody/visitation issues as set forth below and with the following guidelines:

3.1.1. A parenting Coordinator may facilitate the resolution of disputes regarding the implementation of the *Parenting Plan, Custody Order*, the schedule, or parenting

1 issues, provided that such resolution does not involve a substantive change to the
2 *Parenting Plan* or *Custody Order*.

3 (a). A substantive change is defined as a modification to the *Parenting Plan* or
4 *Custody Order* that (a) significantly changes the timeshare of the child with
5 either parent; (b) modifies the timeshare such that it amounts to a change in
6 the designation of primary physical custody or a shared physical custodial
7 arrangement; (c) changes to supervised visitation, or changes from supervised
8 to unsupervised visitation; or (d) addition of overnight visits.

9 3.1.2. Implement non-substantive changes to, and/or clarify, the Court's orders, including
10 but not limited to issues such as:

- 11 (a). Transitions/exchanges of the child(ren) including date, time, place, means of
12 transportation, and transporter;
- 13 (b) Holiday sharing;
- 14 (c) Summer and/or track break vacation sharing and scheduling;
- 15 (d) Communication between parties;
- 16 (e) Health care management issues, including choice of child medical providers
17 (including dental, orthodontic, psychological, psychiatric, or vision care) and
18 payment of unreimbursed medical expenses, pursuant to the Court's order for
19 payment of said expenses;
- 20 (f) Education or daycare including, but not limited to, school choice, tutoring,
21 summer school, and participation in special education testing and programs;
22 allocation of the cost for the foregoing items shall be determined by the
23 Parenting Coordinator, subject to the Court's review, if requested by either
24 party;
- 25 (g) Child(ren)'s participation in religious observances and religious education;
- 26 (h) Child(ren)'s participation in extracurricular activities, including camps and
27 jobs;
- 28 (i) Child(ren)'s travel and passport issues;

- 1 (j) Purchase and sharing of child(ren)'s clothing, equipment, and personal
2 possessions, including possession and transporting of same between
3 households;
- 4 (k) Child(ren)'s appearance and/or alteration of child(ren)'s appearance,
5 including haircuts, tattoos, ear, face, or body piercing;
- 6 (l) Communication between the parties including, but not limited to, telephone,
7 fax, e-mail, notes in backpacks, etc., as well as communication by a party
8 with the child(ren) including, but not limited to, telephone, cell phone, pager,
9 fax, and e-mail when the child(ren) are not in that party's care;
- 10 (m) Contact with significant others and/or extended families;
- 11 (n) Requiring the signing of appropriate releases from each party to provide
12 access to confidential and privileged records, including medical,
13 psychological, or psychiatric records of a party or the child(ren);
- 14 (o) Reporting to the Court regarding compliance with the parenting coordination
15 process which could include recommendations to the Court about how to
16 more effectively implement the parenting coordination process;
- 17 (p) Reporting to the Court the extent of the parties' compliance with other Court
18 orders (therapy, drug tests, child(ren)'s therapy) with or without providing a
19 recommendation on what should be done regarding any lack of compliance;
- 20 (q) Individually communicating with, and providing information to, persons
21 involved with, or providing services to, the family members, including but
22 not limited to, the custody evaluator, lawyers, teachers, school officials,
23 physical and mental health providers, grandparents, stepparents, significant
24 others, or anyone else the Parenting Coordinator determines to have a
25 significant role in the life of the family.
- 26 (i) Any non-emergency verbal communication between the
27 Parenting Coordinator and any of the attorneys shall be via
28 phone conference involving all other attorneys of record.

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(ii) Written communication between the Parenting Coordinator and any of the attorneys should normally be copied simultaneously to all other attorneys of record.

(r) Making recommendations to the parties and Court regarding overnight visits and supervision issues.

4.0. ADDITIONAL RESPONSIBILITIES

The Parenting Coordinator should have the following additional responsibilities, if initialed below by the Judge making this Order:

- 4.1. Temporary decision-making authority to resolve minor disputes between the parties concerning shared parenting decisions until such time as a Court order is entered modifying the decision. Such decision-making services provided by the Parenting Coordinator shall apply to non-substantive changes to the *Parenting Plan* or *Custody Order*. _____ (*Judge's Initials*).
- 4.2. Make recommendations to the Court concerning modifications to the *Parenting Plan* or *Custody Order*, including but not limited to, parenting time/access schedules or conditions, including variations from the existing *Parenting Plan* or *Custody Order*. _____ (*Judge's Initials*).
- 4.3. Direct, as necessary, one or both parties to utilize community resources for the following services, including but not limited to: random drug screens; parenting classes; and any mental health and/or counseling services; psychotherapy or a substance abuse assessment or treatment for either or both parties, or the child(ren); with the Parenting Coordinator to have access to the results of any psychological testing or other assessments of the child(ren) and/or parties. _____ (*Judge's Initials*).

1 **5.0. PROCEDURES AND RELATED REQUIREMENTS**

2 5.1. The Parenting Coordinator shall be provided with copies of pertinent pleadings,
3 orders, and custody evaluation reports which relate to the issues to be brought to the
4 Parenting Coordinator. The Parenting Coordinator shall also have direct access to
5 all orders and pleadings on file in the case, including all files under a *Sealing Order*
6 of the Court. If both parties are representing themselves Pro Per, the JEA shall
7 provide a copy of the custody evaluation report(s) to the Parenting Coordinator.

8 5.2. All written communications by a party or a party’s counsel to the Parenting
9 Coordinator shall be copied or provided to the other party or all other attorneys of
10 record, concurrently.

11 5.3. The parties shall make themselves and the minor child(ren) available for meetings
12 and/or appointments as deemed necessary by the Parenting Coordinator. The
13 Parenting Coordinator shall determine in each instance whether an issue warrants a
14 meeting with the parties.

15 5.4. In the event of a dispute as to the construction, interpretation, or application of the
16 Court’s orders, or a dispute regarding a matter not encompassed within the scope of
17 the Court’s orders, the following procedures will be followed. In no event, however,
18 may the Parenting Coordinator override, suspend, or contradict the Court’s orders by
19 *Agreement, Recommendation,* or otherwise.

20 (a) The parties shall participate, in good faith, in an initial mediation/conflict
21 resolution process with the Parenting Coordinator in an effort to resolve a
22 dispute. Should mediation result in an agreement, the Parenting Coordinator
23 shall prepare a simple *Agreement* on the subject for signature by each party
24 and the Parenting Coordinator. The Parenting Coordinator shall send a copy
25 of the *Agreement* to each party, and, if represented, to their attorney(s); the
26 parties shall each sign the *Agreement*, have it notarized, and return their copy
27 to the Parenting Coordinator within two weeks. The *Agreement* shall not
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have the force of a court order, but shall be binding as between the parties until and unless superseded by *Recommendation* or further court order.

(b) Should the mediation not result in a stipulated agreement, the Parenting Coordinator shall prepare and send to the parties and, if represented, their attorney(s), as well as a courtesy copy to the Court, a written *Recommendation* proposing a resolution to the dispute, which shall be posted on OurFamilyWizard.com (if the parties are utilizing Our Family Wizard) and shall also be mailed to each party and their attorney(s), if represented, and which shall be followed by the parties until otherwise ordered by the Court. Said *Recommendation* shall set forth the reasons for the Parenting Coordinator's Recommendation.

(c) Should either party dispute the written *Recommendation* of the Parenting Coordinator, that party must file an objection with the Court within 10 judicial days of receiving the *Recommendation*. Any such objection must be served upon the other party (or, if represented, all other attorneys of record), concurrently.

(d) The Parenting Coordinator's *Recommendation* is not a final decision, but rather can be reviewed by the Court. However, the parties are on notice that the purpose and intent of the Court in appointing a Parenting Coordinator is to resolve minor disputes between the parties where possible without the expense of litigation and the expenditure of judicial resources. A *Recommendation* of the Parenting Coordinator shall become an order of the Court unless an objection is filed with the Court as specified above, or unless the Court elects to reject the *Recommendation sua sponte*.

5.5. The parties shall provide, in a timely manner, any documents requested by the Parenting Coordinator and/or execute any releases required for the Parenting Coordinator to directly obtain documents or records which the Parenting Coordinator

1 deems relevant to the submitted issues. Failure to do so may result in imposition of
2 sanctions by the Court.

3 5.6. The Parenting Coordinator shall have the authority to determine the protocol of all
4 fact-finding procedures.

5 5.7. Communications by the Parenting Coordinator shall be per whichever of the
6 following protocols is directed by the Court:

7 (a) The Parenting Coordinator shall have the authority to engage in ex-parte
8 communications with the parties, and/or their counsel. _____ (*Judge's*
9 *Initials*).

10 **OR**

11 (b) Any non-emergency verbal communication between the Parenting
12 Coordinator and any of the parties or attorneys shall be via phone conference
13 involving all parties or attorneys of record, and all non-emergency written
14 communication between the Parenting Coordinator and any party or attorney
15 shall be copied to all other parties (and, if represented, their attorneys of
16 record), concurrently. _____ (*Judge's Initials*).

17 5.8. The Parenting Coordinator shall have the authority to interview and request the
18 participation of other persons whom the Parenting Coordinator deems to have
19 relevant information or to be useful to participants in the parenting coordination
20 process, including, but not limited to custody evaluators, teachers, health and medical
21 providers, step-parents, and significant others.

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23 **6.0. PARENTING COORDINATOR LIMITATIONS**

24 6.1. The Parenting Coordinator may not serve and shall not attempt to act as a custody
25 evaluator, investigator, mediator, psychotherapist, attorney, or guardian *ad litem* for
26 any party, or another member of the family of any party, for whom the Parenting
27 Coordinator is providing, or has provided, parenting coordination services.

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1 6.2. The Parenting Coordinator shall abide by all existing court orders. A court order may
2 only be modified by the Court.

3 6.3. The Parenting Coordinator will take no action having the appearance, substance, or
4 intimation of interference in the attorney/client relationship between any party and
5 that party's existing or prospective counsel, nor seek to invade the attorney/client
6 privilege, nor to hinder any party's free access to the Court.

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8 **7.0. SCHEDULING**

9 7.1. Each party is responsible for contacting the Parenting Coordinator within ten days of
10 this Order to schedule an initial meeting. Subsequent appointments may be
11 scheduled at the request of the parties or at the request of the Parenting Coordinator.

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13 **8.0. EMERGENCY COMMUNICATION WITH THE COURT**

14 8.1. The Parenting Coordinator shall work with both parties to resolve conflicts and may
15 recommend appropriate resolution to the parties and their legal counsel prior to the
16 parties seeking Court action. However, the Parenting Coordinator shall immediately
17 communicate with the Court, without prior notice to the parties, counsel, or a
18 guardian ad litem, in the event of an emergency in which:

- 19 (a) A party, or any child(ren), is anticipated to suffer, or is suffering abuse,
20 neglect, or abandonment.
- 21 (b) A party, or someone acting on his or her behalf, is expected to wrongfully
22 remove, or is wrongfully removing, the child(ren) from the other party and
23 the jurisdiction of the Court without prior Court approval.

24
25 **9.0. PARENTING COORDINATOR REPORTS AND APPEARANCES IN COURT**

26 9.1. The Parenting Coordinator's report(s) to the Court shall be sent to the Court, the
27 parties, the parties' attorney(s), if represented, and the guardian ad litem (if any),
28 concurrently. The Parenting Coordinator's reports are not confidential and may be

1 presented to the Court by the parties or counsel according to the rules of evidence.
2 In cases where there is a history of domestic violence, the Parenting Coordinator shall
3 take necessary steps to protect certain personal information about the victim, which
4 may be necessary to protect the safety of the victim and the integrity of the parenting
5 coordination process. The Parenting Coordinator shall make available file
6 documents and notes upon the request of either party, or their attorney(s) if
7 represented.

8 9.2. In the event that testimony and/or a written report of the Parenting Coordinator is
9 required for any hearing, settlement conference, including depositions, or other Court
10 action by one or both parties, the Parenting Coordinator's fees for such services shall
11 be paid by both parties, in advance, according to the estimate by the Parenting
12 Coordinator. The Court shall determine the ultimate allocation of such fees between
13 the parties. The Parenting Coordinator shall be given a copy of the motion and notice
14 of the hearing, at least 20 days prior to the hearing, unless otherwise ordered by the
15 Court.

16 9.3. A Parenting Coordinator directed by the Court to testify in a Court proceeding shall
17 not be disqualified from participating in further parenting coordination efforts with
18 the family, but the Court, in its discretion, may order the substitution of a new
19 Parenting Coordinator, or may relieve the Parenting Coordinator of some or all
20 duties, or the Parenting Coordinator may voluntarily determine that such substitution
21 would be in the best interest of the child(ren).
22

23 **10.0. GRIEVANCES**

24 10.1. The Parenting Coordinator may be disqualified on any of the grounds applicable to
25 removal of a Judge, Referee, Arbitrator, or Mediator, except that no peremptory
26 challenge shall be permitted.
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1 10.2. Complaints and grievances from any party regarding the performance, actions, or
2 billing of the Parenting Coordinator shall be determined according to the following
3 procedure:

4 (a) A party (or attorney, if that party is represented) having a complaint or
5 grievance regarding the Parenting Coordinator is urged wherever practical
6 and appropriate to discuss the matter with the Parenting Coordinator
7 personally, verbally or in writing, before pursuing it in any other manner.

8 (b) If the Parenting Coordinator receives a complaint or grievance, either verbally
9 or in writing, the Parenting Coordinator shall provide a written response to
10 the grievance to all parties (and attorneys, if parties are represented) within
11 10 days of the written complaint or grievance.

12 (c) If the grievance or complaint is resolved by this exchange, any complaining
13 party or attorney with a motion pending concerning the same complaint may
14 take the matter off calendar.

15 10.3. The Court reserves jurisdiction to determine if either or both parties and/or the
16 Parenting Coordinator shall ultimately be responsible for all or any portion of any
17 party's attorney's fees, or the Parenting Coordinator's time and costs spent in
18 responding to the grievance and the Parenting Coordinator's attorney's fees, if any.
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20 **11.0. TERMS OF APPOINTMENT**

21 11.1. The Parenting Coordinator is appointed until discharge by the Court. The Parenting
22 Coordinator may apply directly to the Court for a discharge, and shall provide the
23 parties and counsel with notice of any such application for discharge. The Court may
24 discharge the Parenting Coordinator without a hearing at any time, *sua sponte* or
25 upon written request by any party (or attorney for a party, if represented), or the
26 Parenting Coordinator.
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11.2. Either party may seek to suspend or terminate the Parenting Coordinator process by filing a motion with the Court. The Parenting Coordinator’s services may not be terminated by either of the parties without order of the Court.

11.3. In the event the Parenting Coordinator is discharged, at any time and for any reason, the Court will furnish a copy of the Order of termination of the Parenting Coordinator to the Parenting Coordinator, and to all parties (or, if parties are represented, to counsel).

DATED this ____ day of _____, 20__.

DISTRICT COURT JUDGE

Respectfully:

, ESQ.
Nevada Bar No.

Las Vegas, Nevada 89
Attorneys for
P:\wp13\MISC\00005095.WPD