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ORDER

Attorneys for

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

,
Plaintiff,
vs.
,
Defendant.

Case No.:
Dept. No.:

Hearing Date: N/A
Hearing Time: N/A

**ORDER FOR
APPOINTMENT OF SPECIAL MASTER
AND PARENTING COORDINATOR**

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

I. APPOINTMENT AND DESIGNATION OF TERMS

A. is hereby appointed as 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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B. 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.

II. PARENTING COORDINATOR FEES/EXPENSE SHARING

A. Hourly fees for the services of the Parenting Coordinator shall be set by the Parenting Coordinator pursuant to a written agreement with the parties. shall pay of the fees and shall pay of the fees. All fees shall be advanced by the parties. The Court reserves jurisdiction to re-allocate said payments between the parties. The Parenting Coordinator may determine a re-allocation of fees and costs on any single issue if it appears that the conduct of one party warrants the same.

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

C. 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 of the Parenting Coordinator for such services and may require reimbursement by one party to the other for any payment to the Parenting Coordinator.

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1 **III. GENERAL AUTHORITY**

2 A. The Parenting Coordinator shall have the general authority to resolve parent/child
3 and custody/visitation issues as set forth below, with the following guidelines:

4 1. Facilitate the resolution of disputes regarding the implementation of the
5 *Parenting Plan*, the schedule, or parenting issues, provided that such
6 resolution does not involve a substantive change¹ to the shared *Parenting*
7 *Plan*.

8 2. Direct as necessary one or both parties to utilize resources for the following
9 services, including but not limited to, random drug screens, parenting classes,
10 and any mental health and/or counseling services, psychotherapy or a
11 substance-abuse assessment or treatment for either or both parties , or the
12 children, with the Parenting Coordinator to have access to the results of any
13 psychological testing or other assessments of the children and/or parties .

14 3. Implement non-substantive changes to, and/or clarify, the shared *Parenting*
15 *Plan*, including but not limited to issues such as:

16 a. Transitions/exchanges of the children including date, time, place,
17 means of transportation and transporter;

18 b. Holiday sharing;

19 c. Summer and/or track break vacation sharing and scheduling;

20 d. Communication between parties ;

21 e. Health care management issues, including choice of medical
22 providers (including dental, orthodontic, psychological, psychiatric,
23 or vision care), pursuant to the Court’s order for payment of said
24 expenses;

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27 ¹ A substantive change is defined as a modification to the *Parenting Plan* that significantly changes the
28 timeshare of the children with either party or modifies the timeshare such that it amounts to a change in the designation
 of primary physical custody or a shared physical custodial arrangement.

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- f. Education or daycare including, but not limited to, school choice, tutoring, summer school, and participation in special education testing and programs;
- g. Children’s participation in religious observances and religious education;
- h. Children’s participation in extracurricular activities, including camps and jobs;
- i. Children’s travel and passport issues;
- j. Purchase and sharing of children’s clothing, equipment and personal possessions, including possession and transporting of same between households;
- k. Children’s appearance and/or alteration of children’s appearance, including haircuts, tattoos, ear, face, or body piercing;
- l. Communication between parties including telephone, fax, e-mail, notes in backpacks, etc., as well as communication by a party with the children including telephone, cell phone, pager, fax, and e-mail when the children are not in that party’s care;
- m. Contact with significant others and/or extended families;
- n. Require the signing of appropriate releases from each party to provide access to confidential and privileged records, including medical, psychological or psychiatric records of a party or the children;
- o. Report to the Court regarding compliance with the parenting coordination process, which could include recommendations to the Court about how to more effectively implement the parenting coordination process;
- p. Report to the Court the extent of the parties ’ compliance with other Court orders (therapy, drug tests, children’s therapy) with or without

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providing a recommendation on what should be done regarding any lack of compliance;

q. Individually communicate with, and provide information to, persons involved with, or providing services to the family member, including but not limited to, the custody evaluator, lawyers, teachers, school officials, physical and mental health providers, grandparents, stepparents, significant others, or anyone else the Parenting Coordinator determines to have a significant role in the life of the family.

(1) Any communication between the Parenting Coordinator and the attorneys shall be via phone conference involving both attorneys.

IV. ADDITIONAL RESPONSIBILITIES

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

- A. 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 both substantive and non-substantive changes to the *Parenting Plan*. _____(Judge’s Initials)
- B. Make recommendations to the Court concerning modifications to the shared *Parenting Plan*, including, but not limited to, parenting time/access schedules or conditions including variations from the existing *Parenting Plan*. _____(Judge’s Initials)

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1 **V. PROCEDURES AND RELATED REQUIREMENTS**

2 A. 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.

7 B. All written communications by a party to the Parenting Coordinator shall be copied
8 or provided to the other party, concurrently.

9 C. The parties shall make themselves and the minor children available for meetings
10 and/or appointments as deemed necessary by the Parenting Coordinator. The
11 Parenting Coordinator shall determine in each instance whether an issue warrants a
12 meeting with the parties.

13 D. The parties shall participate, in good faith, in an initial mediation/conflict resolution
14 process with the Parenting Coordinator in an effort to resolve a dispute. Should
15 mediation result in an agreement, the Parenting Coordinator shall prepare a simple
16 “Agreement” on the subject for signature by each party and the Parenting
17 Coordinator. The Parenting Coordinator shall send a copy of the agreement to each
18 party; the parties shall each sign the agreement and return a copy to the Parenting
19 Coordinator within two weeks.

20 E. Should the mediation not result in a stipulated agreement, the Parenting Coordinator
21 shall prepare and send to the parties, as well as a courtesy copy to the Court, a written
22 decision (“Decision”) resolving the dispute, which shall be followed by the parties
23 until otherwise ordered by the Court. Said Decision shall set forth the reasons for the
24 Parenting Coordinator’s Decision. Should either party dispute the written Decision
25 of the Parenting Coordinator, that party must file a motion with the Court within two
26 weeks of receiving the Decision.

27 F. The parties understand that the Parenting Coordinator’s Decision is not a final
28 decision, but rather can be reviewed by the Court. However, the parties are on notice

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and understand that the purpose and intent of the Court in appointing a Parenting Coordinator is to resolve disputes between the parties without the expense of litigation and the expenditure of judicial resources. Therefore, the Court will not overturn a Decision of the Parenting Coordinator without substantial cause. A Decision of the Parenting Coordinator remains a binding decision unless and until it is overturned or modified by the Court.

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

H. The Parenting Coordinator shall have the authority to determine the protocol of all fact-finding procedures. The Parenting Coordinator shall have the authority to engage in ex-parte communications with the parties.

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

VI. PARENTING COORDINATOR LIMITATIONS

The Parenting Coordinator may not serve as a custody evaluator, investigator, mediator, psychotherapist, attorney, or guardian ad litem for any party or another member of the family for whom the Parenting Coordinator is providing or has provided parenting coordination services.

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1 **VII. SCHEDULING**

2 Each party is responsible for contacting the Parenting Coordinator within ten days of this
3 order to schedule an initial meeting. Subsequent appointments may be scheduled at the request of
4 the parties or at the request of the Parenting Coordinator.
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6 **VIII. EMERGENCY COMMUNICATION WITH THE COURT**

7 The Parenting Coordinator shall work with both parties to resolve conflicts and may
8 recommend appropriate resolution to the parties and their legal counsel prior to the parties seeking
9 Court action. However, the Parenting Coordinator shall immediately communicate with the Court,
10 without prior notice to the parties, counsel, or a guardian ad litem, in the event of an emergency in
11 which:

- 12 A. A party or the children are anticipated to suffer or is suffering abuse, neglect, or
13 abandonment.
14 B. A party or someone acting on his or her behalf, is expected to wrongfully remove or
15 is wrongfully removing the children from the other party and the jurisdiction of the
16 Court without prior Court approval.
17

18 **IX. PARENTING COORDINATOR REPORTS AND APPEARANCES IN COURT**

- 19 A. The Parenting Coordinator's reports to the Court shall be sent to the parties, and the
20 guardian ad litem (if any). Each party shall be responsible for providing a copy to
21 their attorney. The Parenting Coordinator's reports are not confidential and may be
22 presented to the Court by the parties or counsel according to the rules of evidence.
23 In cases where there is a history of domestic violence, the Parenting Coordinator shall
24 take necessary steps to protect certain personal information about the victim which
25 may be necessary to protect the safety of the victim and the integrity of the parenting
26 coordination process.
27 B. In the event that the testimony and/or written report of the Parenting Coordinator is
28 required for any hearing, settlement conference, including depositions, or other Court

1 action by one or both parties, the Parenting Coordinator’s fees for such services shall
2 be paid by both parties, in advance, according to the estimate by the Parenting
3 Coordinator. Ultimately, the Court shall determine the ultimate allocation of such
4 fees between the parties. The Parenting Coordinator shall be given a copy of the
5 motion and notice of the hearing. The Court shall determine who is responsible to
6 pay the Parenting Coordinator for the Court appearance.

7 C. A Parenting Coordinator directed by the Court to testify in a Court proceeding shall
8 not be disqualified from participating in further parenting coordination efforts with
9 the family, but the Court, in its discretion, may order the substitution of a new
10 parenting coordinator, or may relieve the Parenting Coordinator of some or all duties,
11 or the Parenting Coordinator may voluntarily determine that such substitution would
12 be in the best interest of the children.

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14 **X. GRIEVANCES**

15 A. The Parenting Coordinator may be disqualified on any of the grounds applicable to
16 removal of a Judge, Referee or Arbitrator, except that no peremptory challenge shall
17 be permitted.

18 B. Complaints and grievances from any party regarding the performance, actions, or
19 billing of the Parenting Coordinator shall only be determined according to the
20 following procedure:

21 1. A person having a complaint or grievance regarding the Parenting
22 Coordinator must discuss the matter with the Parenting Coordinator
23 personally before pursuing it in any other manner.

24 2. If, after the discussion, the party decides to pursue a complaint, that party
25 must first submit a written letter detailing the complaint or grievance to the
26 Parenting Coordinator with a copy to all other counsel or parties.

- 1 3. The Parenting Coordinator shall then provide a written response to the
- 2 grievance to the party and all counsel or parties within 30 days of the written
- 3 complaint or grievance.
- 4 4. If the grievance or complaint is not resolved after this exchange, the
- 5 complaining party may proceed by noticed motion to the Court, addressing
- 6 the issues raised in the complaint or grievance.
- 7 5. Neither party may initiate Court proceedings for a complaint, without first
- 8 complying with these grievance procedures. Failure to comply with said
- 9 procedures may result in sanctions by the Court.
- 10 6. The Court shall reserve jurisdiction to determine if either or both parties
- 11 and/or the Parenting Coordinator shall ultimately be responsible for any
- 12 portion or all of the Parenting Coordinator's time and costs spent in
- 13 responding to the grievance and the Parenting Coordinator's attorney's fees,
- 14 if any.
- 15 7. Neither party shall file any complaint or make any written submission
- 16 regarding the Parenting Coordinator to the Parenting Coordinator's licensing
- 17 board without first complying with these grievance procedures and obtaining
- 18 the Court's decision ratifying the grievance.
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20 **XI. TERMS OF APPOINTMENT**

- 21 A. The Parenting Coordinator is appointed until discharge by the Court. The Parenting
- 22 Coordinator may apply directly to the Court for discharge, and shall provide the
- 23 parties and counsel with notice of the application for discharge. The Court may
- 24 discharge the Parenting Coordinator without a hearing unless either party requests a
- 25 hearing in writing within ten days from the application for discharge.
- 26 B. Either party may seek to suspend or terminate the Parenting Coordinator process by
- 27 filing a motion with the Court. The Parenting Coordinator's services may not be
- 28 terminated by either of the parties without order of the Court.

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C. In the event the Parenting Coordinator is discharged, the Court will furnish a copy of the Order of termination of the Parenting Coordinator to the parties and counsel.

DATED this _____ day of _____, 2009.

DISTRICT COURT JUDGE

Respectfully submitted by:

Approved as to form and content:

Attorneys for Plaintiff

Attorneys for Defendant

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