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| STATE OF MINNESOTA | DISTRICT COURT |
|  | \*\*\*\*\* JUDICIAL DISTRICT |
| COUNTY OF \*\*\*\*\* | FAMILY COURT DIVISION |
|  |  |
| In Re the Marriage of: | Court File No. \*\*\*\*\*\* |
|  |  |
| \*\*\*\*\*, | MODEL |
|  | stipulation and order |
| Petitioner, | to appoint |
|  | Limited scope parenting consultant |
| and | on interim basis |
|  |  |
| \*\*\*\*\*, |  |
|  |  |
| Respondent. |  |
|  |  |

The above-entitled matter came duly before the undersigned, the Honorable \_\_\_\_\_\_\_\_\_\_\_\_\_, Judge of \_\_\_\_\_\_\_\_\_County District Court, on the \_\_ day of \_\_\_\_\_, 20\_\_, at the \_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_, Minnesota. Based on the stipulated agreement of the parties as contained in this Order and based upon the file and prior proceedings herein, the Court issues the following FINDINGS AND ORDER:

I. FINDING

A. The parties have agreed that a limited scope interim Parenting Consultant (PC) is necessary to assist them in resolving disputes regarding their minor child(ren) during the intervening period between the filing of this Order and the filing of the final order or entry of the final Judgment and Decree.

B. The parties have agreed that the PC will be \_\_\_\_\_\_\_\_\_\_\_\_\_.

C. The PC’s address is \_\_\_\_\_\_\_\_\_\_\_\_\_.

D. \_\_\_\_\_\_\_\_\_\_\_\_\_’s phone number is \_\_\_\_\_\_\_\_\_\_\_\_\_.

II. DEFINITION

A. Pursuant to Rule 114.02(a)(10) of the Minnesota Rules of Practice – District Courts, which allows the parties to create an ADR process, \_\_\_\_\_\_\_\_\_\_\_\_\_ is hereby appointed the PC for the parties under the following terms and conditions, and shall be considered a person presiding at an alternative dispute resolution proceeding pursuant to Minnesota Statute § 604A.32.

B. The PC is a person or persons appointed by the Court after the agreement of the parties to assist them in the resolution of conflicts regarding their children.

C. The confidentiality provisions under Rule 114 do not apply to the PC.

D. The PC does not provide therapy or legal advice.

III. TERM

A. The parties agree to have the PC for the interim period between the filing of this Order and the filing of the final order or entry of the final Judgment and Decree.

B. The filing of a temporary or emergency custody or parenting time order shall not automatically terminate the PC’s appointment.

C. The PC retains the discretion to terminate service at any time for any reason.

IV. DUTIES AND RESPONSIBILITIES OF THE PC

A. The PC shall have the duty and responsibility to assist the parties in resolving those child-related issues that are defined in paragraph VI Scope of Authority, and in resolving any other child-related issue or issues presented to the PC in a subsequent written stipulation signed by the parties and approved as to form by counsel for the parties, if any.

B. The PC is prohibited from addressing spousal support, child support, or permanently modifying custody labels, if applicable.

C. The PC may consult with other professionals as necessary to conduct his/her duties. The parents shall execute all necessary authorizations to permit such communication without limitation.

V. DUTIES AND RESPONSIBILITIES OF THE PARTIES

A. Both parties shall cooperate in good faith to resolve the matter(s) in dispute with the assistance of the PC.

B. To the extent a release/authorization is required by any non-party to disclose information to the PC, both parties shall sign all releases necessary for the PC to access any information the PC deems necessary.

C. It is the responsibility of the parents to provide the PC with all necessary information to stay in communication with them, including all phone numbers in order of priority for communication; mailing addresses; residence; and priority e-mail address.

D. Both parties shall abide by all decisions that are made by the PC until modified by the PC or subsequent court order, including PC decisions made during periods in which a motion is pending before the court.

VI. SCOPE OF AUTHORITY

A. The PC shall have authority to perform the following [please designate with a “Yes” or “No”]:

\_\_\_\_\_1. Determine an initial interim temporary parenting time schedule and transportation responsibilities;

\_\_\_\_\_2. Make adjustments to the interim temporary parenting time schedule and transportation responsibilities as determined appropriate by the PC;

\_\_\_\_\_3. Authorize “trading” of time with the children where one party requests and the other party declines;

\_\_\_\_\_4. Decide allocation of fees and expenses related to parenting issues (such as fees for extracurricular activities, but excluding child support);

\_\_\_\_\_5. Decide revisions to previously decided parenting issues as needed to meet changing circumstances pursuant to timelines determined by the PC;

\_\_\_\_\_6. Decide interim temporary holiday and vacation access schedule between the parties and the minor children;

\_\_\_\_\_7. Decide disputes regarding school attendance, child care, activity, vacation and summer camp issues, including dates and times for the same;

\_\_\_\_\_8. Decide if changes in the school placement for the child(ren) is appropriate and necessary;

\_\_\_\_\_9. Make recommendations, memorialize agreements and make decisions, including the authority to impose consequences for non-compliance; and

\_\_\_\_\_10. Other [specify]

B. The PC shall have authority to consult with outside sources, such as teachers, therapists, physicians, attorney for either party, family members, etc., and review school records and speak to, or review records of, therapists with whom the individual and/or child(ren) have met.

C. The PC shall have the authority to decide issues with input from only one party, where the other party has been asked but failed to participate in the decision making process.

VII. PROCESS FOR REQUESTING ASSISTANCE FROM PC

A. The parties shall first attempt to resolve the issues themselves before requesting assistance from the PC.

B. Upon notification by a party that there is an issue in controversy, the PC will meet with the parties by telephone, in person, or by other means as determined appropriate by the PC, to discuss the issue in controversy. The PC will review all appropriate information relating to the issue in controversy, including, but not limited to, any existing and prior court Orders and any agreements of the parties.

C. The PC may meet and communicate with the child(ren) as the PC deems appropriate.

D. Both parties shall participate in the dispute-resolution process defined by the PC and governed by Minnesota Rules of Practice, Rule 114 in accordance with the principles of due process. The process will include, at a minimum, the opportunity for each to express his or her opinion. In the event a party does not attend a meeting or otherwise fails to respond in a timely manner, the PC may deem the party’s participation waived. The PC may also proceed by joint or individual in-person meetings, telephone, written correspondence or other means determined appropriate by the PC as the situation warrants. If a party fails to provide input into a decision of the PC after a reasonable period of time following a request for input, the PC may resolve this issue in controversy without input from that parent.

E. Once a PC has agreed to make a decision about an issue, that decision shall be made promptly and in writing. Decisions of the PC are by their very nature often made in circumstances involving time constraints, and possibly emergencies; therefore, these decisions may, initially, be made orally, but must be communicated to both parties and subsequently documented in writing.

F. Each decision made by the PC shall be binding when made until such time as:

1. Any subsequent decision by the PC is made which supersedes the PC’s prior decision;

2. A subsequent court order is filed which contradicts the PC decision; or

3. The final Order is filed or the final Judgment and Decree is entered. The Judgment and Decree supersedes all interim arrangements.

G. The terms of any subsequent order or Judgment and Decree which conflicts with the decision of the PC shall supersede the decision of the PC unless otherwise ordered.

VIII. PAYMENT OF FEES

A. The parties agree to pay the fees and retainer as required by the PC fee agreement.

B. It is within the discretion of the PC to allocate fees and costs disproportionately if the PC determines that one party has unreasonably contributed to the costs or abused the process.

C. The PC reserves the right to suspend all services, including provision of any written documentation, until payment of any unpaid balance and required retainer is made.

D. In the event one party does not pay his or her share of the fees, costs or retainer, the other party may pay the full retainer requested and may seek relief from the court.

E. It is understood that despite the fact that the PC may make decisions or orders in favor of one party, both parties will continue to be responsible for the payment of fees associated with such services.

IX. CONFIDENTIALITY AND PRIVILEGE

A. This alternative dispute resolution process is not confidential.

B. There is no privilege accorded to the PC pursuant to law, and the confidentiality provisions of Rule 114 do not apply.

C. All communications with the parties and others with whom the PC has conferred or discussed the case are subject to disclosure, with the exception of the communications identified in item X (“Safe Harbor”) below.

D. Statements made to the PC by the attorneys and/or parties may lose the protection of the attorney-client privilege.

E. Neither party shall call upon the PC as a witness to testify in the matter.

F. The PC may speak with third parties such as custody evaluators and Guardian ad Litems.

G. Licensed mental health professionals providing services as a PC are mandated to report any:

1. Suspected maltreatment or abuse of children (Minn. Stat. § 626.556); and,

2. Suspected maltreatment or abuse of vulnerable adults (Minn. Stat. § 626.557).

H. Licensed mental health professionals also have a “Duty to warn” as defined by Minn. Stat. § 148.975.

I. An attorney PC is not a mandated reporter of child maltreatment but has the discretion to make such a report.

X. SAFE HARBOR

A. If the child(ren) are receiving mental health services, the PC may seek information from his/her/their mental health provider(s).

B. In order to preserve the safety and confidentiality of the child(ren)’s therapeutic environment, it is essential that the child(ren) feel free to speak openly with his/her/their therapist(s) without fear of their statements being disclosed, so that the therapist’s office may serve as a “safe harbor” for the child(ren).

C. Information obtained by the PC which the PC determines is or could be harmful to the child(ren) or their relationship with a treating professional or parent may be, within the discretion of the PC, made unavailable to a parent or counsel for a parent.

D. Any information given to the PC by (a) mental health provider(s) for the child(ren) will be maintained as confidential by the PC, unless the PC and mental health professional agree otherwise.

E. Any documents containing information provided by (a) mental health professional(s) treating the child(ren) shall be kept in a file separate from the PC file. Neither parent shall, nor will either parent permit his or her attorney to, subpoena the information contained in this separate file of the PC.

F. Any party (or any party’s attorney) who seeks interrogatories from the PC regarding information falling under the Safe Harbor Provision, or seeks to subpoena the information in this separate file, shall be liable for all attorney fees and costs incurred by the PC to respond to such requests or to quash such subpoena.

G. If the PC makes a decision based on input from the therapist(s), the PC reserves the right to document this decision stating only “I have decided this based on input from the child(ren)’s therapist,” without further explanation.

H. On motion of either parent the information made unavailable to the parents shall be presented to the court for an in camera review with explanation of risk of harm.

XI. LEGAL PROCEEDINGS

A. The PC shall be precluded from participation as a witness but may be a collateral contact in a custody or parenting time study or inquiry involving either party. Both parties may, upon making payment pursuant to the PC’s contract, use the PC as a collateral resource in any proceeding involving the child(ren).

B. The PC is not a party to the proceedings.

C. The PC does not communicate with the Court except by subpoena or court order.

XII. NOTICE TO PC

A. The attorneys, or parties if there are no attorneys, shall provide the PC with a fully executed copy of this Stipulation and Order.

XIV. APPOINTMENT CONTINGENCY

A. The appointment of the PC is contingent upon the execution of the PC’s fee arrangement and subsequent filing of the fee agreement with the Court. The appointment is not final until the fee agreement is filed as an Exhibit to this Order.

STIPULATION

The parties and their counsel stipulate their intent that the Court sign and enter the above Stipulation as its Order.

Petitioner Respondent

Subscribed and sworn to before me Subscribed and sworn to before me

this \_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_. this \_\_\_ day of \_\_\_\_\_\_\_\_, 20\_\_.

Notary Public Notary Public

APPROVED AS TO FORM:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ATTORNEY FOR PETITIONER ATTORNEY FOR RESPONDENT

ORDER

The Court, having reviewed the Stipulation herein of the parties and finding the same to be fair and equitable and in the best interests of the minor children of the parties, and thereafter being fully advised in the premises, does hereby enter the Stipulation of the parties as its Order.

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Judge of District Court