

Sample Language for Appointment of a Parenting Consultant

I. Appointment of Parenting Consultant

Pursuant to the authority of Minn. Stat. § 518.1751 and by agreement of the parties, the Court hereby appoints Kierstin Case of Family Progress Partners as the Parenting Consultant (PC) to assist the parties, [Parent A's Full Name] and [Parent B's Full Name], in implementing and resolving disputes related to their custody and parenting time arrangements.

II. Scope of Authority

The Parenting Consultant shall have the authority to assist the parties in resolving, and if necessary, to decide issues related to:

1. Interpretation and implementation of the parenting time schedule, to include changes to the parenting time schedule.
2. Exchanges of the children, including times, locations, and transportation responsibilities.
3. Holiday, vacation, and school break schedules.
4. Communication between the parties regarding the children.
5. Children's extracurricular activities and school-related matters.
6. Temporary modifications to parenting time for special circumstances.
7. Transitions between households and co-parenting logistics.
8. Any other parenting-related matters agreed upon by the parties or ordered by the Court.

The PC shall not have authority to change legal or physical custody, child support, or to make decisions outside the scope of parenting time and child-related logistics unless otherwise agreed in writing by both parties and approved by the Court.

III. Decision-Making Authority and Process

1. The PC shall attempt to facilitate agreement between the parties. If the parties cannot agree, the PC is authorized to make binding decisions within the scope defined above.
 2. Decisions shall be made in writing and provided to both parties. Either party may file a motion with the Court to challenge the decision within [e.g., 14] calendar days.
 3. The PC's decision shall be binding pending review unless and until modified by the Court.
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IV. Communication and Participation

1. Each party shall participate in good faith in the PC process, including responding to communications within a reasonable time and providing requested documentation.
 2. The PC may communicate with the parties by phone, email, virtual meetings, or in-person as needed.
 3. The PC may interview the children and any collateral professionals (e.g., teachers, therapists) with appropriate releases.
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V. Confidentiality

The PC process is not confidential. The PC may document communications and may be required to testify or produce records in Court proceedings, subject to subpoena and any applicable professional guidelines.

VI. Fees and Payment

1. The parties shall share the Parenting Consultant's fees as follows:
☐ 50/50
☐ Other: _____
 2. Each party shall be responsible for their share of fees, unless otherwise ordered by the Court.
 3. The PC may suspend services for non-payment or repeated noncompliance.
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VII. Duration of Appointment

The Parenting Consultant's appointment shall remain in effect for a period of [e.g., 12 or 24 months] from the date of this Order, unless terminated earlier by agreement of the parties or further order of the Court. The Court may extend the appointment upon motion.

VIII. Termination or Withdrawal

The Parenting Consultant may resign with 30 days' written notice. Either party may seek to remove the PC by filing a motion with the Court and showing good cause.