

Exhibit A
Appointment of a Parenting Coordinator

Appointment of the Parenting Coordinator

1. We appoint **Anne Spearman, LPC** of Greenville, South Carolina to serve as the Parenting Coordinator for our family. All references to “Parenting Coordinator” in this document are to Anne Spearman, LPC.

Term of Appointment

2. The Parenting Coordinator's term begins when this stipulation is approved by the Family Court and its terms incorporated into a signed and filed order
3. The term of the Parenting Coordinator’s appointment shall be for a period of twenty-four (24) months from the date the Family Court order adopting and incorporating its terms is filed with the Clerk of Court.
4. The Parenting Coordinator’s term of appointment will be extended for successive twelve (12) month periods unless one or both parents provide written notice of their intent not to extend the Parenting Coordinator’s appointment. This notice must be given at least ninety (90) days prior to the expiration of the current term of appointment by certified mail with return receipt requested. Service by certified mail with return receipt requested may be waived by an individual being served by signing a notarized acceptance of notice at least ninety (90) days prior to the expiration of the current term of appointment.
5. Failure by either parent to give notice of their intent not to extend the term of the Parenting Coordinator’s appointment will result in an extension of the appointment for a twelve (12) month period. The rights, duties and obligations of the parents and the Parenting Coordinator set forth in this stipulation remain in full force and effect during the entire twelve (12) month period of the extension.
6. Both parents acknowledge that failure to participate in good faith with the parenting coordination process and to abide by all the provisions of this stipulation during the term of the Parenting Coordinator’s appointment may be considered a willful violation of a court order and subject the non-cooperating party to the sanctions and punishment by the Family Court pursuant to the contempt powers of the Family Court.
7. The Parenting Coordinator may consider any disputed parenting decisions submitted by the parents prior to the expiration of the Parenting Coordinator’s term of appointment even if the Parenting Coordinator’s decision is reached and communicated after the term of appointment expires.
8. In the event this occurs, the Parenting Coordinator’s decision has the effect and any disagreement with it must be addressed as set forth below in the section entitled “Decision Making Authority (Disputed Parenting Decisions).”

9. If the Parenting Coordinator is discharged by expiration of the term of appointment, they may still be required to participate in subsequent court actions under the provisions of this stipulation.
10. In the event the Parenting Coordinator is required to participate in subsequent court actions, all applicable provisions below including, but not limited to the payment provisions for the Parenting Coordinator's participation shall remain in full force and effect.

Role of the Parenting Coordinator

11. The Parenting Coordinator is not employed for the benefit of either parent but rather for the benefit of our children.
12. The Parenting Coordinator is impartial and facilitates a non-confidential process to educate, mediate, assess, monitor, coordinate and make recommendations to the parties regarding parenting issues. This portion of the Parenting Coordinator's role is described in more detail below in the section entitled "Parenting Coordination Process."
13. The Parenting Coordinator's role includes a dispute resolution component to assist us in resolving disputed parenting decisions. This portion of the Parenting Coordinator's role is described in more detail below in the section entitled "Decision Making Authority (Disputed Parenting Decisions)."
14. The role of parenting coordinator shall also include the responsibility of documenting parental compliance with any court orders, agreements and guidelines.
15. In addition to session documentation and update status memos or email, the parenting coordinator may decide to videotape the joint sessions. The purpose of videotaping will be to allow the parents to view their behavior for educational purposes, and for the parenting coordinator to assess progress. Any videotapes shall remain in the possession of the Parenting Coordinator unless their release is required by law or court order.

Non-Confidentiality of the Process

16. The process of parenting coordination is non-confidential.
17. We acknowledge that the Parenting Coordinator may be called upon to provide factual and/or expert testimony in future court proceedings. The Parenting Coordinator will not be prohibited from fully participating in any future court proceedings because of a claim of confidentiality by either of us. We acknowledge that the Parenting Coordinator's participation in future court proceedings may include, but is not limited to, in-court testimony, deposition testimony, providing documents, providing written reports, communications with attorneys and communication with a child's Guardian ad Litem.
18. The Parenting Coordinator may convey information to any professional involved with our family including, but not limited to, caseworkers, evaluators, therapists or judicial

officers. The Parenting Coordinator will determine which, if any, information in their opinion needs to be conveyed to the other professional for the benefit of our children.

19. The Parenting Coordinator may not casually communicate information learned in their performance of their duties to anyone unless (1) the recipient of the information is involved with our family and this process and (2) communication of the information is reasonably necessary to the resolution of an issue involving our family.
20. Although the process is non-confidential as to the parent, the Parenting Coordinator's records related to their involvement with our family will not be released or discussed outside the parameters specifically set in this stipulation unless both parents sign applicable releases or when the Parenting Coordinator is required by law or by court order to release the records.
21. The Parenting Coordinator's notes and records related their communications with our children and the professionals involved with our children are the possible exception to the non-confidentiality of this process. Those notes and records may be deemed confidential under certain circumstances which are set forth more fully in the section below entitled "Communications with Our Children."

Parenting Coordination Process

22. The goals of parenting coordination include, but are not limited to, the following:
 - a. To promote a cooperative relationship between parents on behalf of our child.
 - b. Educate parents regarding the impact of our behaviors on our child(ren)'s development.
 - c. Reduce parental conflict through anger management, communication and conflict resolutions skills.
 - d. Decrease inappropriate parental behaviors to reduce stress for the child(ren).
 - e. Diminish the child(ren)'s sense of loyalty binds.
 - f. Help parents identify our contribution to conflict while increasing impulse control.
 - g. Encourage both parents to maintain an ongoing relationship with our child(ren).
 - h. Work with parents in developing a detailed plan for parenting issues such as discipline, decision-making and communication.
 - i. Create a more relaxed home atmosphere allowing the children to adjust more effectively with the new family structure.
 - j. Collaborate with professionals involved with the family in stipulation to offer coordinated services.

23. This parenting coordination process will include education on the impact of the divorce and parental behaviors on our children.
24. We are expected to learn how to shield our children from conflict, increase parental cooperation, improve our communication skills, resolve our own parenting matters.
25. The parenting coordinator shall determine the methods used to reach the goals of the process, including the education and skill development. The methods available to the Parenting Coordinator include, but are not limited to, individual sessions, joint sessions, group sessions, online materials, and homework and assignments between sessions.
26. The Parenting Coordinator may conduct sessions that are informal in nature, by telephone, email or in person.
27. We are expected to schedule sessions when requested to do so by the Parenting Coordinator.
28. The Parenting Coordinator may function as a communication conduit between the two parents until they are able to successfully do so without the assistance of the Parenting Coordinator.
29. As part of the parenting coordination process, the Parenting Coordinator shall have:
 - a. The authority to determine the protocol of all interviews and sessions, including, in the case of meetings with us, the power to determine who attends such meetings, including individual and joint sessions with us, interviews with collateral contacts, the children, significant others or both.
 - b. Reasonable access to the children.
 - c. Notice of all court proceedings.
 - d. Notice of any requests for examinations affecting the children.
 - e. Access to any therapist or psychological evaluator involve with the parents and/or the children.
 - f. Access to school and medical records of the children.
 - g. Access to and copies of the results of all psychological evaluations and psychological testing results performed on any child or any parent, custodian or guardian of a child plus access, as needed, to speak with the professional(s) involved with the evaluation(s) and testing
 - h. Access to any past and future Guardian ad Litem for a child together with their records and records.
 - i. Access to all education providers for the children including, but not limited to, principals, teachers and teacher's aides.

- j. The ability to communicate and exchange information with any and all collateral contacts necessary for the Parenting Coordinator to facilitate the parenting coordination process.
- k. The ability to use consultants as necessary to assist the Parenting Coordinator in the performance of the duties set forth in this stipulation.
- l. Copies of all past and future pleadings relating to custody and parenting issues. For future court proceedings, the parents will provide the Parenting Coordinator with copies of any pleadings within seven (7) days after filing.

Decision Making Authority (Disputed Parenting Decisions)

- 30. This stipulation which appoints a Parenting Coordinator for our family is part of a settlement agreement that addresses custody, visitation, restraining orders and support for our children.
- 31. As part of that settlement agreement we have agreed to share joint legal custody of our children with neither parent being designated as the primary parent. We have also agreed to attempt to reach joint parenting decisions for our children.
- 32. However, we recognize that there may be times when we disagree on parenting issues and are not able to reach joint decisions. In those situations, a 'tie-breaking vote' is needed to resolve the issue.
- 33. We agree that the Parenting Coordinator will be that 'tie-breaking vote.'
- 34. The Parenting Coordinator's role as the 'tie-breaking vote' on parenting decisions is governed by the following provisions:
 - m. When Triggered:
 - i. The Parenting Coordinator's role as the 'tie-breaking vote' on a parenting decision is triggered when one or both parents communicates to the Parenting Coordinator that there is a parenting decision upon which they cannot reach a joint decision.
 - ii. This communication to the Parenting Coordinator must:
 - 1. Be in writing and provided to the Parenting Coordinator and the other parent.
 - 2. Contain a short, concise description of the disputed parenting issues. This description may contain a summary of background information needed to understand the context of the disputed parenting decision.
 - 3. Contain a short, concise description of that parent's desired outcome with summary explanation of why that parent feels that is the best decision for the child.

4. If possible, contain a short, concise description of the other parent's desired outcome with summary explanation of why they believe the other parent has taken that position.
 - iii. The other parent may provide a written response to each of the items above and provide additional summary information if necessary.
 - iv. Based upon the information provided by the parents, the nature of the dispute, the need for a timely decision and other relevant factors, the Parenting Coordinator will determine what additional information may be needed and how to proceed with addressing the disputed parenting decision(s) raised by the parents.
- n. Decision Options:
- i. The Parenting Coordinator decision making authority is limited to being a 'tie-breaking vote' with regard to the disputed parenting decision(s) raised by the parents.
 - ii. The Parenting Coordinator may not make a decision different from one proposed by at least one of the parents.
 - iii. The Parenting Coordinator may make recommendations for alternative decision options, but unless at least one parent agrees to include the recommendation as an alternative option the Parenting Coordinator may not select it as the resolution for the disputed parenting decision.
- o. Communication of Decision:
- i. It is anticipated that in non-emergency situations, the Parenting Coordinator will exercise her authority to cast the 'tie-breaking vote' in a joint session with both parents. The parents acknowledge the joint session may occur in person or by telephone, video conference or other electronic medium that allows the parties to communicate in real time.
 - ii. If the Parenting Coordinator's decision is made during a joint session, the Parenting Coordinator will initially communicate the decision to the parents orally during that session.
 - iii. The parents acknowledge that decisions may need to be made outside of joint sessions for a variety of reasons including, but not limited to, emergency situations, the need for input from other professionals, the need to gather additional information and scheduling conflicts.
 - iv. If the Parenting Coordinator's decision is communicated to the parents orally during a joint session, the Parenting Coordinator will then provide a written confirmation of the decision to the parents within a reasonable period of time.

v. If the Parenting Coordinator is required to make a decision outside of a joint session the decision will be communicated to the parents orally as soon as possible. The Parenting Coordinator will then provide a written confirmation of the decision to the parents within a reasonable period of time.

p. Effect of Decision:

i. The Parenting Coordinator's decision take effect immediately once it has been orally communicated to both parents.

ii. We agree to follow the decision of the Parenting Coordinator from the time it is communicated to us until either:

1. We enter into a different written agreement;
2. The Parenting Coordinator communicates a different decision to us; or
3. The Family Court issues an order containing a contrary decision.

iii. We agree we have two weeks (14 calendar days) to file an action seeking Family Court review of the Parenting Coordinator's decision.

1. The Family Court review may be limited to the specific decision of the Parenting Coordinator.
2. The filing of an action to review a decision of the Parenting Coordinator does not require a request to modify custody, visitation, support, restraining orders or other decisions of the Parenting Coordinator.
3. A request to review a decision of the Parenting Coordinator does not require a showing of a substantial and material change in circumstances.
4. The parents' decision to limit the substantive issues in the pleadings to the decision of the Parenting Coordinator is considered a stipulation by the parents that they do not wish a modification at that time, but only the resolution of the parenting decision(s) addressed in the pleadings.
5. The parents' decision to limit the substantive issues in the pleadings to the decision of the Parenting Coordinator is considered a stipulation by the parents that the Family Court will have wide latitude in determining the proceedings used to address the parenting decision(s) raised in the pleadings. This latitude given to the Family Court may including, but is not limited to, the use of expedited evidentiary hearings, limiting discover, limiting

the scope of testimony or evidence presented, allowing alternative means of presenting evidence and waiving procedural rules for the purpose of providing a quick resolution of the issues, conserving judicial resources and limiting the litigation costs of the parties.

6. If a decision of the Parenting Coordinator is reviewed by the Family Court, the parents agree the Family Court may award attorney's fees and costs to the prevailing party. Claims for fees and costs made in the pleading are not considered 'substantive issue' as that term is used above.
- iv. If either parent files for a modification of custody or visitation, the Family Court may address any unresolved reviews of disputed parenting decisions as part of a temporary order and/or a final order.

Communications with Parents and Attorneys

35. We, and any attorney acting on our behalf, have the right to initiate communications with the Parenting Coordinator at any time provided the contact is initiated in writing with a copy provided to the other parent.
36. The parenting coordinator may discuss the process of parenting coordination and details regarding the attorney's client with either parent's attorney. The other parent shall not be discussed except during joint conference calls and meetings with attorneys for both parents participating, joint meetings, status memos, deposition or testimony.

Communications with Professionals and Others

37. The Parenting Coordinator may exchange information with any screener, evaluator, therapist, Guardian ad Litem or other individual necessary to carry out the duties set forth in this stipulation.
38. The Parenting Coordinator may speak with any individual or combination of collateral contacts (including but not limited to therapists, teachers, caregivers, relatives, friends and employers) outside of the presence of either parent or their attorney.
39. Our signatures below constitute a full release and authorization to the Parenting Coordinator to communicate and exchange information with any and all collateral contacts necessary for the Parenting Coordinator to perform the duties set forth above.
40. The Parenting Coordinator shall not communicate *ex parte* to the court except in the case of an emergency.

Communications with Our Children

41. The Parenting Coordinator may communicate with our children outside the presence of either parent.

42. The Parenting Coordinator may communicate with the therapists who are treating our children.
43. If the Parenting Coordinator is of the opinion that the information or notes generated by the Parenting Coordinator's communication with a child or with a child's therapists contain information that may be detrimental to the children or that may be damaging to the children's relationship with his or her therapist or with either parent, the Parenting Coordinator may withhold that information in their discretion.
44. If the Parenting Coordinator withholds information resulting from communications with a child or with a child's therapist, the Parenting Coordinator must inform both parents of that decision in writing within a reasonable period of time.
45. If either parent wishes to review such information, that parent may file a motion with Family Court seeking an *in camera* review of the information by the court.
 - q. This process is subject to the same limitations as those set forth in the section entitled "Decision Making Authority (Disputed Parenting Decisions)" and the action may be limited solely to the requested access to information.
 - r. As part of this process, the court may elect to have an *ex parte* consultation with the Parenting Coordinator.
 - s. If, after such a review, the Judge determines the divulging of such information could be (1) detrimental to one or more of the children, (2) damaging to one or more of the children's relationship with their therapist or (3) damaging to one or more of the children's relationship with either parent then the Court may order that such information need not be divulged by the Parenting Coordinator unless circumstances change sufficiently to eliminate or significantly reduce the potential harm to the child.

Reporting of Suspected Child Abuse

46. South Carolina law requires that all health care practitioners (Physicians, Marriage Counselors, Family and Child Counselors, Psychologists, Teachers, Social Workers and others) report to Child Protective Services any information regarding suspected child abuse.
47. Regarding the reporting of suspected child abuse, we acknowledge the following:
 - a. A Parenting Coordinator, including an attorney serving as Parenting Coordinator, is deemed a child advocate and, therefore, subject to the mandatory reporting laws of State of South Carolina.
 - b. Our case is considered a 'high-conflict' case and that cases considered to be 'high conflict' have a statistically higher rate of false allegations of child abuse than cases which are not considered 'high conflict.'

- c. The Parenting Coordinator is required to use their professional judgment in deciding whether or not to make a report of possible child abuse to the appropriate authorities.
- d. Health care practitioners who are required to report allegations of child abuse are immune from civil suits and liability for making the required reports. They may not be sued either for the report or for the violation of the confidentiality privilege. Specific statutes provide for the immunity for civil suits and also provide an exception to the confidentiality privilege.
- e. Other professionals, including attorneys serving as Parenting Coordinators, are also immune from prosecution, civil suits, or liability for good-faith reporting of suspected child abuse.

Written Reports

48. During the course of the parenting coordination process, the Parenting Coordinator will provide the parents with periodic oral and written updates regarding the process and their progress. At a minimum, these periodic reports will include:
- a. Any issues identified by the parents and the Parenting Coordinator to be addressed during the process.
 - b. The current goals identified by the parents and the Parenting Coordinator which are being worked toward as part of the process.
 - c. The actual progress made by the parents towards the identified issues and goals.
 - d. Any recently disputed parenting decisions which have been resolved by the Parenting Coordinator and the decision made.
 - e. Any unresolved disputed parenting decisions and the steps remaining before a decision is reached.
 - f. Each parent's recent compliance with existing court orders, agreements, recommendations and decisions of the Parenting Coordinator on disputed parenting decisions.
 - g. Any interim recommendations for the parent's co-parenting activities.
49. At the conclusion of the term of appointment, the Parenting Coordinator will prepare a written report summarizing the parent's parenting coordination process. At a minimum, this report will include the following:
- a. The initial and subsequent issues identified by the parents and the Parenting Coordinator to be addressed during the process.
 - b. The initial and subsequent goals identified by the parents and the Parenting Coordinator to be achieved during the process.

- c. The actual progress made by the parents towards the issues and identified goals.
 - d. Any disputed parenting decisions resolved by the Parenting Coordinator and the decision made.
 - e. Each parent's compliance with existing court orders, agreements, recommendations and decisions of the Parenting Coordinator on disputed parenting decisions.
 - f. Final recommendations for the parent's future co-parenting activities.
50. The final written recommendations made by the Parenting Coordinator at the completion of the process are advisory only and are not governed by the provisions above related to the role of 'tie-breaking vote' for parenting decisions.

Future Family Court Proceedings

51. One of our goals for having a Parenting Coordinator involved with our family is to avoid a return to Family Court.
52. It is our intent to not take any adversarial action against the other parent without first having the matter discussed with our Parenting Coordinator.
53. It is our intent to resolve our parenting disputes and disagreements through other means than continued Family Court litigation.
54. However, we also acknowledge that both parents have a right to file a legal action seeking Family Court intervention.
55. We understand any future Family Court proceedings may be as limited as the review of a single disputed parenting decision or as broad as a request for modification of custody, visitation, support and all related issues.
56. It is our intent that these or other provisions for the involvement of a Parenting Coordinator remain in place as long as the involvement of a Parenting Coordinator is helpful to us and beneficial to our children
57. In any future court proceedings, the parenting coordinator may be able to provide valuable information to the court by way of testimony, written documentation and other evidence.
58. Any written documentation or other evidence produced by the Parenting Coordinator including, but not limited to, recommendations and status memos may be used as exhibits at subsequent hearings between the parties.
59. The Parenting Coordinator may be called to give testimony in court or by deposition. If the Parenting Coordinator is called to testify in a future court proceeding, the party who chooses to call or subpoena the Parenting Coordinator to testify will be initially responsible for all fees and costs associated with that testimony. The Family Court may

re-allocate the fees and cost associated with the Parenting Coordinator's testimony at a subsequent hearing.

60. The Parenting Coordinator's involvement in any future court proceeding, in whatever manner, will be to promote the best interest of the child rather than for either party.

Compensation of the Parenting Coordinator

61. The Parenting Coordinator will be compensated at the rate of \$150 per hour, except for court preparation and appearances, which are billed at \$200 per hour. Activities which are billed at the normal hourly rate include, but are not limited to, travel time to and from court, non-court related appearances, time spent in interviewing, report preparation, review of records and correspondence and telephone conversations.
62. The Parenting Coordinator will be reimbursed the actual costs for any expenses incurred in association with their role as Parenting Coordinator. These costs may include, but are not limited to, photocopies, messenger services, reading and responding to email correspondence, long distance telephone and fax charges, express or certified mail costs, parking, tolls, mileage, and other travel expenses.
63. The Parenting Coordinator will provide periodic billing statements at least once every sixty (60) days which include a specific breakdown of fees and costs incurred.
64. Both parents are required to pay a retainer of \$500.00 to the Parenting Coordinator within fourteen (14) days from the date the Family Court order adopting and incorporating its terms is filed with the Clerk of Court.
65. The Parenting Coordinator's fees will be divided between the parents:
- equally
 - based to the percentages each contribute to their combined income as shown by the calculations pursuant to the South Carolina Child Support Guidelines which are in effect at the time the services are rendered.
66. Each parent must pay their portion of each periodic billing statement within thirty (30) days of the date the billing statement was sent to the parent.
67. We acknowledge that the process of parenting coordination is not therapy and, therefore, no third-party insurance reimbursement may be accepted.
68. Each parent will be solely responsible their own intake appointment, their current spouse's intake appointment and any coaching sessions for they or their spouse individually or they and their spouse together.
69. Any fees associated with emergencies shall be divided at the discretion of the parenting coordinator.
70. The Parenting Coordinator has the discretion to charge for appointments cancelled with less than 48 hours' notice to both the Parenting Coordinator and the other parent.

71. The Parenting Coordinator may adjust the fee of each party based upon other circumstances such as one party coming to joint meetings more than ten minutes late, inappropriate behavior and misuse of the time during joint meetings and other reasons deemed appropriate by the Parenting Coordinator.
72. The Parenting Coordinator may reallocate payment of fees at their discretion based on the behavior of one or both parents. Examples of behavior which may result in a reallocation of fees include, but are not limited to, unreasonable conduct and/or intransigence of one party and one party making legitimate but disproportionate use of services.
73. Because of the nature of the Parenting Coordinator's appointment (by Family Court order) the parents are required to pay all reasonable fees charged by the Parenting Coordinator under the terms of this stipulation.
74. Any dispute over the reasonableness of fees charged which can not be resolved by agreement must be resolved through the filing of a Family Court action. An action to address fees charged by the Parenting Coordinator is subject to the same limitations as those set forth in the section entitled "Decision Making Authority (Disputed Parenting Decisions)" and the action may be limited solely to the challenged fees.
75. Because of the nature of the Parenting Coordinator's appointment (by Family Court order) the Parenting Coordinator does have the right to stop providing the services required by the terms of this stipulation because of non-payment of fees without approval of the Family Court.
76. Although the Parenting Coordinator may not stop providing the services required by the terms of this stipulation because of non-payment of fees without approval of the Family Court, the Parenting Coordinator does have the ability to request enforcement of the payment provisions via the contempt powers of the Family Court.
 - a. The Parenting Coordinator is specifically given the right to file a contempt action for non-payment of fees under this stipulation.
 - b. If the Parenting Coordinator successfully prosecutes a contempt action for non-payment of fees under this stipulation, the Family Court will award the Parenting Coordinator reasonable attorney's fees and costs from the non-paying parent(s).

Disagreements with Parenting Coordinator

77. Each parent is required to make a good faith effort to resolve any disputes they may have with the Parenting Coordinator regarding any recommendations, decisions or actions arising out of performance of their role as Parenting Coordinator for our family.
78. Neither parent may complain about the Parenting Coordinator to any licensing board or file a civil suit against the Parenting Coordinator without first meeting and conferring with the Parenting Coordinator in an effort to resolve the grievance.

- a. If no resolution is reached at this meeting, the complaining parent(s) and the Parenting Coordinator must attend mediation at Upstate Mediation Center or with another mediator selected by agreement before any action is undertaken in Court or with a licensing board.
- b. The mediation conference must take place within thirty (30) days of the unsuccessful meeting unless waived in writing by the complaining parent(s) and the Parenting Coordinator.
- c. If either parent subsequently files any form of complaint, suit or grievance against the Parenting Coordinator, he/she agrees to fully compensate and reimburse the Parenting Coordinator for all reasonable time and expenses, including attorney fees, incurred in defending any frivolous complaint(s) ("frivolous" is defined as a complaint that is dismissed as unfounded).

Resignation and Replacement of the Parenting Coordinator

79. The Parenting Coordinator will be performing that role pursuant to the terms of a Family Court order.
80. Because of the nature of the Parenting Coordinator's appointment (by Family Court order) the parents do not have the right to terminate the Parenting Coordinator's appointment or involvement with their family without the approval of the Family Court.
81. Because of the nature of the Parenting Coordinator's appointment (by Family Court order) the Parenting Coordinator does not have the right to terminate their appointment or to stop acting as the Parenting Coordinator for this family without the approval of the Family Court.
82. If either parent or the Parenting Coordinator wishes to terminate the Parenting Coordinator's appointment at any time other than the expiration of a term of appointment as described above, the individual seeking that relief must file a motion with Family Court specifically stating the relief requested and, at a minimum, provide the following information:
 - a. Why they believe the current Parenting Coordinator's appointment should be terminated.
 - b. Who they request to serve as the replacement Parenting Coordinator.
 - c. If, instead of appointing a replacement Parenting Coordinator, they wish the court to terminate the parenting coordination process completely they must explain fully and specifically why they believe terminating the parenting coordination process is in the best interest of their children.
83. A motion to terminate the appointment of the Parenting Coordinator is subject to the same limitations as those set forth in the section entitled "Decision Making Authority

(Disputed Parenting Decisions)” and the action may be limited solely to the requested termination and/or replacement of the Parenting Coordinator.

84. Although the Parenting Coordinator may not stop providing the services required by the terms of this stipulation because one or both parents’ failure to cooperate without approval of the Family Court, the Parenting Coordinator does have the ability to request enforcement of the parents’ duty to cooperate and participate under the provisions of this stipulation via the contempt powers of the Family Court.
- a. The Parenting Coordinator is specifically given the right to file a contempt action for one or both parent’s failure to fulfill their duty to cooperate and participate under the provisions of this stipulation.
 - b. If the Parenting Coordinator successfully prosecutes a contempt action for failure to fulfill their duty to cooperate and participate under the provisions of this stipulation, the Family Court will award the Parenting Coordinator reasonable attorney’s fees and costs from the offending parent(s).

General Provisions and Definitions

85. For the purposes of this stipulation ‘written communication’ is defined as letter, fax, email or other medium which:
- t. Contains a clear, succinct and sufficient written content to convey the required information;
 - u. Allows the parties and the Parenting Coordinator to retain a record of the communication and the decision
86. For the purposes of this stipulation ‘written communication’ does not include text messages, FaceBook messages or any other form of communication that do not lend itself well to archiving and/or providing copies to other individuals.
87. There is a rebuttable presumption that the Parenting Coordinator’s records regarding the oral communication of any decision to the parents including, but not limited to, the date, time, manner and circumstances of the communication are correct.
88. There is a rebuttable presumption that the Parenting Coordinator’s records regarding the written communication of any decision to the parents including, but not limited to, the method of communication used and the date sent are correct.
89. Unless specifically agreed to in writing by both parents, the Parenting Coordinator does not have the authority to modify the custody or visitation arrangement set by the Family Court. This does not prevent the Parenting Coordinator from exercising her authority at the ‘tie-breaking vote’ described above in issues related to the implementation of that court-ordered custody and visitation arrangement.
90. We are required to comply with all reasonable requests of the Parenting Coordinator for records, documentation, and information.

91. Discussions conducted by the Parenting Coordinator are not considered mediation and are not confidential.
92. When the Parenting Coordinator is an attorney, the parties stipulate that an attorney-client relationship or privilege is not created between the Parenting Coordinator and either parent as a result of the Parenting Coordinator operating under the terms of this stipulation.
93. When the parenting coordinator is a mental health provider, the parties stipulate the Parenting Coordinator is not providing either parent with legal advice or information and any statements made by the Parenting Coordinator are based on their professional knowledge or personal experience.
94. We stipulate that we have been instructed and encouraged to discuss all legal matters with an attorney of our choosing.
95. We stipulate that the Parenting Coordinator is not acting as therapist for either of us, and as such, no client-therapist relationship is established between either parent and the Parenting Coordinator.
96. Nothing in this stipulation should be read as an improper delegation of the South Carolina Family Court's authority or duty to the Parenting Coordinator. This includes, but is not limited to, the Family Court's authority and duty to resolve parenting disputes and to provide oversight of the issues within its statutory jurisdiction. The provisions in this stipulation must be read and interpreted by the parties, the Parenting Coordinator, any attorney involved, any Guardian ad Litem involved and the Family Court in such a way as to render the provisions consistent with the statutory and case law of the State of South Carolina.