

PARENTING CO-ORDINATOR GENERAL INFORMATION AND ACKNOWLEDGMENT FORM

The **PARTIES** and the **PARENTING CO-ORDINATOR** herein acknowledge that this first parenting conference is occurring on _____ the Parenting Co-ordinator and that this document has been executed at the commencement of the session.

General Contact Information (Parties and Counsel)

Husband/Former Husband/Father may be reached at: (Name) _____
(Home Telephone#): _____ (Work Telephone#): _____ ; (Cellular Telephone#): _____ (Mailing Address): _____

Husband/Former Husband/Father is represented by: _____
_____ Esquire (Telephone#): _____
(Address): _____

Wife/Former Wife/Mother may be reached at: (Name) _____
(Home Telephone#): _____ (Work Telephone#): _____ ; (Cellular Telephone#): _____ (Mailing Address): _____

Wife/Former Wife/Mother is represented by: _____
_____ Esquire (Telephone#): _____
(Address): _____

1. Settlement. The Parenting Co-ordinator shall file an *original* Report with the Clerk of the Circuit Court, with copies furnished to Circuit Judge, Domestic Relations Commissioner and Case Manager noted on the Order Appointing Parenting Co-ordinator and indicate if a settlement has or has not been reached. The Report may also indicate whether one or more parties failed to appear. The Report is limited solely to procedural information for the benefit of the Court, with the exception of a written settlement agreement as hereinafter described, and shall not otherwise communicate substantive information to the Court. Any signed written settlement agreement is binding upon all parties. The Parenting Coordinator shall reduce the agreement to a written form and shall file the *original* settlement agreement with the Clerk of the Circuit Court; and shall contemporaneously furnish a copy of the written document with all persons copied with the Report. In the event the parties are desirous of having the Court ratify the signed written settlement agreement and incorporate same into an Order of the Court the Parenting Co-ordinator shall indicate such in the Report.

2. Recommendation if No Settlement. If settlement is not reached, the Parenting Co-ordinator shall file a Memorandum with each Party or his/her Counsel, if represented, outlining any issues that are unresolved and his/her specific recommendations as to resolution of the issues. The Memorandum SHALL NOT be filed with the Circuit Court but shall be privileged and confidential and inadmissible in Court. The Parenting Co-ordinator shall contemporaneously file an *original* "no settlement" Report with the Clerk of the Circuit Court, with copies being furnished to Parties, Counsel, Circuit Judge, Domestic Relations Commissioner and Case Manager noted on the Order Appointing Parenting Co-ordinator stating only that Parenting Co-ordinator session(s) have concluded and that no settlement was reached.

3. General Responsibilities of Parenting Co-ordinator. Under Florida law, children are entitled to access and contact with both parents, without interference from either parent or anyone else. The Parenting Co-ordinator shall assist the Parties and their Child(ren) to promote the Child(ren)'s rights to access to both Parents, and to protect the Child(ren)'s best interests in general. The Parenting Co-ordinator is entitled to communicate with the Parties, Child(ren), health care providers and any other persons necessary to facilitate the delivery of parenting co-ordination services. The parties will cooperate with the Parenting Co-ordinator, including signing any and all releases of information requested by the Parenting Co-ordinator

4. Abuse or Neglect. If the Parenting Co-ordinator receives information of child abuse or neglect during the course of the facilitation/parenting sessions, the Parenting Co-ordinator is obliged to and will report said allegations to the Department of Children and Families for further investigation as obligated to do so by law.

5. Facilitator. The Parenting Co-ordinator is hereby appointed as facilitator of all disputes concerning the children's access to and contact with either parent while still a Parent Co-ordinator.

6. Parenting Co-ordinator Responsibilities.

The Parenting Co-ordinator has the following broad responsibilities:

- A. Creating a parenting plan and/or creating approaches to carrying out the parenting plan that are designed to reduce conflict between the parents and focus on the Child(ren)'s needs.
- B. Encouraging compliance with any parenting plan or parenting schedule in the Court's orders.
- C. If necessary, writing detailed guidelines or rules for communication between the Parents and practicing those guidelines or rules with the Parents. If parenting skills are lacking, the Parent Co-ordinator shall refer one or both Parents to a mental health professional agreed upon by both Parents or in the absence of agreement, appointed by the Court.
- D. Crafting a modified parenting plan or parenting schedule when the Parents agree to the modification and submitting that plan in written form to the Court for review and, if appropriate, approval via the entry of a Court Order.
- E. Deciding how a particular element of the parenting plan or parenting schedule will be implemented including, without limitation, the frequency and length of timeshare, temporary changes in the parenting schedule, holiday or vacation

planning, logistics of pick up and drop offs, suitability of accommodations, as well

as issues dealing with stepparents and significant others.

- F. Working with both Parents to update and fine tune their parenting schedule over time. All possible changes in the Family's circumstances cannot not be foreseen when the parenting plan originates. Parenting schedules may need to be adjusted to children's changing developmental needs, new schools, new blended families, or evolving outside interests.
- G. Encouraging both Parents in maintaining ongoing relationships with the Child(ren).

7. Communication Between Parties. The Parenting Co-ordinator may serve, if necessary, as a conduit for information; however, if the services rendered by the Parenting Co-ordinator exceed the term of the initial appointment the Party initiating the use as a conduit is initially financially responsible for the time connected with this function. The Parenting Co-ordinator is not the ally of either parent. The Parenting Co-ordinator's role is active and specifically focused on helping the Parents herein work together for the benefit of their Children, improving communication, creating a timesharing plan and addressing other issues enumerated hereinabove with regard to the Parenting Co-ordinator Responsibilities. The Parenting Co-ordinator's fundamental aim is to minimize the conflict to which the Child(ren) are exposed from continuing hostilities between the Parties.

8. Not a Custody Evaluator. The Parenting Co-ordinator is not a custody evaluator. Making a decision about where to place the children most of the time would seriously compromise the Parenting Co-ordinator's neutrality. The Parenting Co-ordinator will also not generally be called as a witness in any Court proceedings except by order of Court when exceptional circumstances demonstrate a compelling need for such testimony. For example: If abuse of a minor child occurs in the presence of the Parenting Co-ordinator.

9. Supervised Visitation. The Parenting Co-ordinator may recommend supervised timesharing to protect the children, but not as a sanction. The Parenting Co-ordinator may also recommend, orally or in writing, that timeshare move from supervised to unsupervised. Such recommendations will not be used as evidence in any Court proceeding and if in writing shall be directed to the Parties and their Counsel of record *only*.

10. Crisis/Long Term Therapeutic Services Not Intended. Assistance provided by the Parenting Co-ordinator is not intended to be a crisis service and the Parenting Co-ordinator should not be contacted outside of normal working hours. Issues will be brought to the Parenting Co-ordinator in the ordinary course of business. The Parenting Co-ordinator's goal is to teach both Parents conflict resolution techniques and to shield the Child(ren) from the conflict. Moreover, it is not the role of the Parenting Co-ordinator to provide the Family with long term therapeutic services.

11. Economic Issues Not Subject of Parenting Co-ordination Session(s). Economic/financial matters such as child support, alimony and equitable distribution will not be addressed by the Parenting Co-ordinator in parenting co-ordination sessions but are more appropriately resolved within the confines of mediation.

12. Parental Education. The Parenting Co-ordinator will refer both parents to resources to address their deficiencies and the effect on the Child(ren). Both parents should understand what

constitutes a "loyalty bind," that is, a child being caught in the middle between both parents. When a loyalty bind is occurring, the Parenting Co-ordinator shall point it out and help both Parents stop the behavior leading to this dilemma for the Child(ren). The Parenting Co-ordinator shall help both Parents accept the relevance of the other Parent in the Children's lives and understand the serious emotional consequences of losing a Parent.

13. Not A Therapist. The Parenting Co-ordinator is not serving in the role of therapist but rather as a coordinator/facilitator of the crafting, with the parents, of an appropriate timeshare plan for the children at issue. Any issue indicating a need for therapy, individually or as a group, is to be immediately referred to a mental health professional agreed upon by the Parents or in the absence of an agreement, appointed by the Court. **It is not the Parenting Co-ordinator's function to furnish long term therapeutic services to the Parents or Child(ren). If the dynamics of the family situation of the Parents and/or Child(ren) require consistent, repeated intervention, such that long term therapeutic care is appropriate, then, it is the obligation of the Parenting Co-ordinator to refer the specific Family member(s) in need of such service(s) to the appropriate therapeutic service provider(s) and/or program(s) for continuing, on-going intervention. The Parenting Co-ordinator is disqualified from the delivery of long term therapeutic care to the Family members to whom Parenting Co-ordinator facilitation services have been rendered.**

14. Meeting with the Parenting Coordinator.

A. The Parenting Co-ordinator will work with both Parents, the Children, and with others when necessary to observe their communication styles including any aggressive or defensive attitudes. The Co-ordinator may meet with the parties or the children jointly or separately. The Parenting Co-ordinator shall determine whether appointments will be joint or separate, by telephone or in person. Attorneys for both parties may be included in an appointment if requested in order to explain issues and conflicts. However, it is understood that this is a non-adversarial process designed to encourage the development of communication and parenting skills between the parents. The Parenting Co-ordinator shall be in charge of the process at all times and shall direct the course of the proceedings.

B. **The initial parenting co-ordinating session is comprised of a total of two (2) hours which, at the option of the Parenting Co-ordinator, may be divided into two (2) sessions or be completed in one (1) session. The initial parenting co-ordinating session has already been scheduled at a charge of \$150.00, with each party being responsible for fifty (50%) percent thereof or \$75.00 each. If the issues referred by the Court have not been resolved within that time frame, then, in that event, the Parenting Co-ordinator may extend the sessions for up to an additional four (4) hours *without further Court order* and the parties are required to comply therewith on those initial issues. Thereafter, either Parent may contact the Parenting Co-ordinator to schedule and arrange convenient times for meetings concerning new timeshare or parenting issues involving the Children. The Parties are free to return to the Parenting Co-ordinator they initially consulted or upon mutual agreement, any other Parenting Co-ordinator recognized as qualified by**

this Circuit. Subsequent sessions, beyond the initial two (2) hour session, with the Parenting Co-ordinator will be charged at \$100.00 per hour thereafter, with each Party being responsible for fifty (50%) percent thereof or \$50.00 each.

C. Each Parent shall direct any timesharing disagreements regarding the Child(ren) to the Parenting Co-ordinator. The Parenting Co-ordinator will work with both Parents to resolve the conflict and, if necessary, will recommend an appropriate resolution to the the Parties and their Counsel.

D. In addition to the issues referred to the Parenting Co-ordinator under the **ORDER APPOINTING PARENTING CO-ORDINATOR**, the Parenting Co-ordinator will confer with the Parties to address any other non-economic issues (see prohibition in paragraph 11. hereinabove) the parties may wish to address during the session. The Parties shall be prepared and bring with them a written list of issues to be addressed and shall exchange that list no later than the first parenting co-ordination session, with a copy of the written list being provided to the Parenting Co-ordinator no later than five (5) days before the commencement of the first session.

15. Therapy for the children.

- A. If the Parenting Co-ordinator believes therapy is needed for one or more of the Child(ren) to prevent further emotional or psychological damage to them, the parties may agree to send the Child(ren) or the Parenting Co-ordinator may make a written recommendation for therapy to the parties and their Counsel. The Parent Co-ordinator's recommendation will be privileged and confidential and inadmissible as evidence. The therapist for the Child(ren) shall be a mental health professional agreed upon by the parties or appointed by the Court. The Parenting Co-ordinator may consult with the Child(ren)'s therapist to obtain information and input solely regarding any issues being addressed by the Parenting Co-ordinator.
- B. The parties may not take any of the children to a mental health professional for any reason without written notification to the Parenting Co-ordinator while the parenting facilitation is on-going.
- C. If therapy for the Child(ren) is instituted by Court order or by written parental agreement while the parenting co-ordination session is on-going, all Parties will also sign a release agreement allowing the Parenting Co-ordinator to consult with the therapist solely regarding any timesharing issues.

16. Term of appointment: The Parenting Co-ordinator is appointed for the term of the initial session only, ***unless otherwise indicated by Court.*** Thus, ordinarily the Parenting Co-ordinator's term is automatically discharged contemporaneous with the submission of the Memorandums and Reports referenced hereinabove.

17. Filing Of Parenting Co-ordinator General Information And Acknowledgment: The Parenting Co-ordinator shall file this *original* **PARENTING CO-ORDINATOR GENERAL**

INFORMATION AND ACKNOWLEDGMENT FORM with the Clerk of the Circuit Court, disseminate duplicate executed copies to the parties and retain a copy for the Parenting Co-ordinator's own records.

18. Filing Date: The Parenting Co-ordinator is required to issue and/or file certain documents as hereinabove enumerated more particularly in this form including but not limited to the *original* of this form, as well as Reports and Memorandums. The Parenting Co-ordinator shall file same no later than five (5) days after the conclusion of the parenting co-ordination session.

Acknowledgment: I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE TERMS OF THIS PARENTING CO-ORDINATOR GENERAL INFORMATION FORM

By: _____ Dated: _____
Party

By: _____ Dated: _____
Party

Acknowledgment:

By: _____ Dated: _____
Parenting Co-ordinator