

PARENT COORDINATOR AGREEMENT

This Agreement made this _____ day of _____, 200____ by and between the Alternative Dispute Resolution Office of the 15th Judicial Circuit in and for the State of Florida (hereinafter “ADRO”) and _____(hereinafter Parent Coordinator).

WHEREAS the ADRO operates the Alternative Dispute Resolution Program in and for the 15th Judicial Circuit of Florida which provides support for mediation in civil cases currently pending before the courts of the 15th Judicial Circuit and other courts within the State of Florida; and

WHEREAS, Parent Coordinator is certified by the Supreme Court of the State of Florida *in Family Mediation*.

WHEREAS, Parent Coordinator requests the use of ADRO support services. Those support services include scheduling services and the use of facilities for mediation sessions according to the terms and conditions of this Agreement. It is understood that facilities are limited and that the ADRO office schedules on a first come - first served basis. Additionally, it is understood that the ADRO office does not promote or otherwise assist the parent coordinator in establishing clientele and that cases will be assigned by blind rotation only when no specific parent coordinator has been otherwise requested by the litigants or their attorneys.

NOW THEREFORE, in consideration of the mutual promises made herein the parties agree as follows:

1. The ADRO shall schedule parent coordinator sessions as agreed on by counsel or unrepresented parties or as ordered by the court.
2. The ADRO shall assign a space for the scheduled session on an as- available basis.

3. The ADRO shall bill counsel and the litigants on Parent Coordinator's behalf for unpaid sessions upon written notification from a mediator that he or she has not been paid. ADRO agrees to re-bill counsel and the litigants an additional two (2) times if payment is not received within thirty (30) days of initial billing.
4. The ADRO shall not be responsible for billing or collection efforts other than as specifically set forth above. Following the third mailing of the invoice for unpaid parent coordinator services, the ADRO's responsibility for billing and collection is completed. The Parent Coordinator may take such action as is appropriate to collect the unpaid fees.
5. The ADRO shall keep a record of all fees collected on Parent Coordinator's behalf, enter fees as collected on its ledgers, and disburse collected fees to Parent Coordinator. All payments collected shall be forwarded to Parent Coordinator who shall incur no monthly fees due The Board of County Commissioners according to the terms of this agreement.
6. ADRO shall maintain current lists of approved Parent Coordinators. ("Rotational Lists"). ADRO shall select a Parent Coordinator from the appropriate rotational list when directed by a court or requested by interested litigants or their counsel. ADRO's selection process shall be on a blind rotation system whereby the computer program assigns the next Parent Coordinator on the rotation list for the time and day selected or by such other system as established by statute, rule, or order from time to time.
7. The Parent Coordinator understands that appointment from the rotation list occurs only when the litigants and/or the attorneys have not requested a specific Parent Coordinator. The Parent Coordinator further understands that failure to accept the session offered as a result of rotation means that Parent Coordinator will be moved to the bottom of the list.
8. The Parent Coordinator will use his/her best efforts to mediate those cases for which ADRO provides support services in accordance to all applicable laws, rules and orders currently in effect and as from time to time adopted including but not limited to, the Florida Rules for Certified and Court-Appointed Mediators.
9. The Parent Coordinator shall have the right to request the ADRO remove his or her name from the rotation list at any time. Upon receipt of written request, ADRO shall remove the Parent Coordinator's name from the rotation list and the mediator agreement shall be canceled.
10. The Parent Coordinator shall notify ADRO upon the conclusion of each session of the case number, case name, the litigant's names and mailing addresses counsel's names, the total length of the session, the total amount due, the total amount paid at the session, and the amount remaining due, if any, which is to be billed to each party.

11. The Parent Coordinator's fees shall not be less than the amount set forth in this contract.
12. The Parent Coordinator agrees to serve no fewer than five (5) directly court appointed cases through ADRO per year. The Parent Coordinator will use reasonable efforts to make himself/herself available for these sessions when requested by ADRO or a court within the 15th Judicial Circuit.
13. The Parent Coordinator agrees to mediate no fewer than two (2) pro bono cases per calendar year. The Program Coordinator agrees to use reasonable efforts to make himself/herself available for pro bono sessions when requested by ADRO or a court within the 15th Judicial Circuit.
14. The Parent Coordinator agrees to permit no fewer than two (2) times per calendar year a person training to be approved as a Parent Coordinator to observe and /or co-mediate Parent Coordinator sessions when requested by ADRO and agreed to by the parties.
15. The Parent Coordinator agrees that the fee for the initial session of \$75.00 for each client which may include one follow up session to finalize the issue under discussion. Further sessions may be scheduled at the same rate.
16. The Parent Coordinator agrees that a background check will be conducted in that the Parent Coordinator will be working with children.

REPRESENTATIONS

17. The Parent Coordinator represents that he/she is a mediator certified in Family Mediation by the State of Florida as noted in paragraph one above and that he/she has minimally a Master's Level Degree in Social Work, Psychology or a related field and five (5) years work experience. He/she will immediately notify ADRO should he/she fail to remain certified or become aware of any fact that could cause him/her to lose his/her certification.
18. The parties agree that the Parent Coordinator is an independent contractor. ADRO has no control or direction over the detail, manner or method's of Parent Coordinator's performance. The Parent Coordinator shall in no event be considered an agent or employee of ADRO for any purpose.
19. The Parent Coordinator shall indemnify, hold harmless, and defend Palm Beach County, ADRO, their agents, servants and employees, from and against all claims, liabilities, losses or causes of action for, and shall assume full responsibility for payment of all federal, state and local taxes, or contributions imposed by reason of sums paid the Parent Coordinator under this

Agreement. The Parent Coordinator shall indemnify, hold harmless and defend Palm Beach County, ADRO, their agents, servants and employees, from and against all claims, losses or causes of action arising from or relating to the mediation for which parent coordinator accepted responsibility and control. This indemnification provision shall not apply to pro bono mediators.

19. Either party may terminate this Agreement at any time, with or without cause, upon written notice to the other.

20. Any notice required or permitted hereunder shall be in writing and shall be given by depositing a letter in the United States mail, first class postage pre-paid, addressed to ADRO at:

Attention: Court Administration
Alternative Dispute Resolution Program
205 North Dixie Highway, Room 6.2100
West Palm Beach, Florida 33401

and to the Parent Coordinator at this address: _____

or such other address as either may from time to time designate in writing. A notice shall be deemed given when placed in the U.S. mail described above.

21. The Parent Coordinator may not assign any right, title, or interest arising out of this Agreement.

Parent Coordinator's Signature

Alternative Dispute Resolution Program of
The 15th Judicial Circuit in and for the State of
Florida

Print Name

BY: _____
As the ADRO Program Director or Designee

Telephone Number

Social Security Number or Federal ID #

PARENTING COORDINATOR

GENERAL INFORMATION

Parties and Counsel The first parenting conference is set for _____
_____ at _____ am./pm., Rm.5.2200 of the Alternative
Dispute Resolution Office, Palm Beach County Courthouse, 205 North Dixie Highway, W.P.B.,
Florida. Parties or their attorneys may correspond with the Parenting Coordinator at the ADR office,
Rm.5.2200, PO Box 1989, W.P.B. , Florida, 33402. The telephone number is (561) 355-2739.

Husband/Former Husband/Father may be reached at: (phone#): _____
(address): _____

Husband/Former Husband/Father is represented by: _____ Esq.
(phone#): _____ (address): _____

Wife/Former Wife/Mother may be reached at: (phone#): _____
(address): _____

Wife/Former Wife/Mother is represented by: _____ Esq.
(phone#) _____ (address): _____

Settlement. If a settlement is reached, it shall be binding upon all parties. The Parenting Coordinator or the attorney for either party shall reduce the agreement to a written document and/or have it entered upon the record with copies to all parties.

Recommendation if No Settlement. If settlement is not reached, the Parenting Coordinator shall file a report with each party or his/her attorney, if represented, outlining any issues that are unresolved and her/his specific recommendations as to resolution of the issues. It SHALL NOT be filed with the court but shall be privileged and confidential and inadmissible in court. The mediator shall file a "no settlement" report with the court stating only

that mediation is concluded and that no settlement was reached. The “no settlement” report shall be filed with the court with copies to all parties and their counsel of record.

General Responsibilities of Parenting Coordinator. Under Florida law, the children are entitled to access to and contact with both parents, without interference from either parent or anyone else. The Parenting Coordinator shall assist the parties and the children to promote the children's rights to access to both parents and to protect the children's best interests in general. The Parenting Coordinator is entitled to communicate with the parties, children, health care providers and any other persons. The parties will cooperate with the Parenting Coordinator, including signing any and all releases of information requested by her/him.

Abuse or Neglect. If the Parenting Coordinator receives information of child abuse or neglect during the course of the mediation/parenting session, the Parenting Coordinator will report said allegations to the Department of Children and Families for further investigation as obligated to do so by law.

Mediator. The Parenting Coordinator is hereby appointed as mediator of all disputes concerning the children's access to and contact with either parent while still a Parent Coordinator client.

Parenting Coordinator Responsibilities.

The Parenting Coordinator 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 Coordinator 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. Modifying the parenting plan or parenting schedule when the parents agree to the modification.
- 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, 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 could not be foreseen when the parenting plan originated. Parenting schedules may need to be adjusted to children's changing developmental needs, new schools, new blended families, or evolving outside interests.

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- G. Encouraging both parents in maintaining ongoing relationships with the children.

Communication between parties. The Parent Coordinator may serve, if necessary, as a conduit for information. The Parenting Coordinator is not the ally of either parent. The Coordinator's role is active and specifically focused on helping parents work together on improving communication for the benefit of their children to create a timesharing plan. The Parenting Coordinator's fundamental aim is to minimize the conflict to which the children are exposed from continuing hostilities between the parties.

Not a Custody Evaluator. The Parenting Coordinator is not a custody evaluator. Making a decision about where to place the children most of the time would seriously compromise the Parenting Coordinator's neutrality. The Parenting Coordinator /she will also not 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 Coordinator.

Supervised Visitation. The Parenting Coordinator may recommend supervised timeshare to protect the children, but not as a sanction. The Parenting Coordinator 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 attorneys only.

Crisis Service Not Intended. Assistance provided by the Parenting Coordinator is not intended to be a crisis service and he/she should not be contacted outside of normal working hours. Issues will be brought to her/him in the ordinary course of business. The Parenting Coordinator's goal is to teach both parents conflict resolution techniques and to shield the children from the conflict.

Finances. Financial matters will not be addressed by the Parenting Coordinator.

Parental Education. The Parenting Coordinator will refer both parents to resources to address their deficiencies and the effect on the children. 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 Coordinator should point it out and help both parents stop the behavior leading to this dilemma for the children. The Parenting Coordinator should 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.

Not A Therapist. The Parent Coordinator 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.

Meeting with the Parenting Coordinator

A. The Parenting Coordinator will work with both parents, the children, and with others when necessary to observe their communication styles including any aggressive or defensive attitudes. The coordinator may meet with the parties or the children jointly or separately. The Parenting Coordinator 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 Coordinator shall be in charge of the process at all times and shall direct the course of the proceedings

B. The initial parenting coordinating session has been scheduled in this order. Thereafter, either parent may contact the Parenting Coordinator to schedule and arrange convenient times for meetings concerning new timeshare issues involving the children. Appointments will be scheduled when the Parenting Coordinator decides they are necessary. There will be a \$75.00 fee from each party for each two (2) sessions for discussion and resolution of timeshare issues.

C. Each parent should direct any timesharing disagreements regarding the children to the Parenting Coordinator. The Parenting Coordinator will work with both parents to resolve the conflict and, if necessary, will recommend an appropriate resolution to the court, the parties and their counsel.

Therapy for the children.

A. If the Parenting Coordinator believes therapy is needed for one or more of the children to prevent further emotional or psychological damage to them, the parties may agree to send the child(ren) or the Parenting Coordinator may make a written recommendation for therapy to the parties and their attorneys. The Parent Coordinator's recommendation will be privileged and confidential and inadmissible as evidence. The therapist for the children shall be a mental health professional agreed upon by the parties or appointed by the Court. The Parenting Coordinator may consult with the children's therapist to obtain information and input solely regarding any timesharing issues being addressed by the Parenting Coordinator.

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B. The parties may not take any of the children to a mental health professional for any reason without written notification to the Parenting Coordinator while the parenting mediation is on-going.

C. If therapy for the children is instituted by court order or by parental agreement while parenting mediation is on-going, all parties will sign a release agreement allowing the Parenting Coordinator to consult with the therapist solely regarding any timesharing issue.

Term of appointment: The Parenting Coordinator is appointed until discharged by the court. The Coordinator may apply directly to the Court for a discharge and shall provide the parties and counsel with notice of the application for discharge. The Court may discharge the Parent Coordinator without a hearing unless either party promptly requests a hearing on the application.

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE:

_____,
Former Husband/Husband/Father,
and

CASE NO. _____

_____.
Former Wife/Wife/Mother.

ORDER APPOINTING A PARENTING COORDINATOR

This matter came before the Court, on the stipulation of the parties, therefore it is hereby ORDERED AND ADJUDGED as follows:

Upon the stipulation of the parties, the Court hereby appoints a Parenting Coordinator for this case. Attorneys for both parties, if any, shall submit specific timeshare issues to be resolved by a court approved Parenting Coordinator in writing prior to the first parenting conference. In the absence of any written issues, the Parenting Coordinator will confer with the parties to determine the timesharing issues for resolution.

Term of appointment: The Parenting Coordinator is appointed until discharged by the court. The Coordinator may apply directly to the Court for a discharge and shall provide the parties and counsel with notice of the application for discharge. The Court may discharge the Parent Coordinator without a hearing unless either party promptly requests a hearing on the application.

The attached "Parenting Coordinator General Information" is hereby incorporated as part of this order and is hereby binding upon the parties.

DONE and ORDERED in West Palm Beach, Palm Beach County, Florida this _____ day of

_____, 2002.

Circuit Judge

copies provided to:

- ☐ Husband/Former Husband/Father
- ☐ Wife/Former Wife/Mother
- ☐ Attorney for Husband/Former Husband/Father
- ☐ Attorney for Wife/Former Wife/Mother
- ☐ Finance
- ☐ Mediation 5.2200
- ☐ Other_____