

STATE OF SOUTH CAROLINA	)	IN THE FAMILY COURT
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
	)	ORDER APPOINTING
Plaintiff	)	CO-PARENTING COUNSELOR
vs.	)	(BY CONSENT)
	)	
	)	
Defendant	)	
_____	)	

**THIS MATTER** comes before the Court pursuant to the parties’ stipulation for facilitated co-parenting counseling and the appointment of a co-parenting counselor to provide therapy as noted herein, and that such an appointment is in the best interest of the minor child in this case. The Court finds that all parties have knowledge of this order; and each party has the ability to comply with its terms.

**IT IS THEREFORE ORDERED** that **Anne Spearman, LPC**, is appointed as Facilitated Co-parenting Counselor (the “Counselor”) for the parties and the child in question.

**IT IS FURTHER ORDERED** that each party contact the counselor’s office Resolve Counseling LLC 880 S Pleasantburg Drive Suite 4A Greenville, SC 29670 (phone: 864-249-7033) within seven (7) business days of the filing of this order, to provide a copy of this order to the Counselor, and provide their signed service agreements to the Counselor as directed by the Counselor. In addition, they are each ordered to schedule an initial appointment. In the event a mutually-agreeable appointment time cannot be set, the Counselor shall select a date for the initial

appointment and each party is ordered to cooperate with the Counselor in scheduling and appear as directed by the Counselor. Each party and attorney shall provide copies of all current orders, including the currently court-ordered parenting time schedule, to the Counselor and to provide any updated orders within five (3) business days of such orders being filed.

**IT IS FURTHER ORDERED** that the Counselor may meet with (a) the parties individually, (b) the child individually, (c) the child jointly with siblings, with one or both parents, or with other household members, family members and significant others as she deems appropriate. Each party shall fully comply with the Counselor's requests including, but not limited to, ensuring that the child is transported to and from scheduled appointments with the Counselor in a timely manner and exercising parental authority to require that the child attend and cooperate with co-parenting assessments, evaluations, interventions and recommendations. The duration, frequency, location, and persons in attendance for each session with the Counselor shall be left to the discretion of the Counselor, who is specifically authorized to notify the Court if any party is failing to comply with the spirit or letter of this order or other orders of the Court.

**IT IS FURTHER ORDERED** that each parent shall cause the child to be transported to any appointment with the Counselor that is scheduled by the Counselor during that parent's possession time, even if those sessions do not involve that parent, or even if those sessions involve the other parent. If specifically requested by the Counselor a parent may bring the child to the Counselor when it is not that parent's possession time, picking the child up and returning the child to their school, daycare, or other location at the time and manner designated by the Counselor.

### **COMMUNICATION**

**IT IS ORDERED** that the Counselor may communicate and share information with the parties, the parties' attorneys, any of the parties' or the child's individual counselors, or any other professional in connection with this litigation as deemed necessary by the Counselor.

**IT FURTHER IS ORDERED** the parties shall timely execute any reasonable authorizations as requested by the Counselor to enable the counselor to receive or provide information about the parties or the child in question. The parties shall notify the Counselor in writing within five (5) business days of any changes in their contact information, legal representation, residency, or occupants of their home.

#### **INITIAL CO-PARENTING EVALUATION**

**IT IS ORDERED** that, in order to determine treatment goals, the parties shall participate in an initial co-parenting evaluation including but not limited to the following: co-parenting questionnaires, review of records provided by the Guardian *ad litem*, review of historical written communication between the parties, interviews with the parties, parent-child observations, contact with other professionals, and collateral interviews. The results of the initial evaluation and treatment goals (the "Goals") will be outlined in a written report that will be provided to both parties.

#### **DURATION OF THERAPY**

**IT IS ORDERED** that therapy shall continue for a minimum of five (5) joint sessions, with reevaluation of the necessity of continued services based on the parties' progress in meeting the Goals.

## **PAYMENT**

**IT IS ORDERED** that the expense of the counseling services shall be divided between the parties as follows: 50 % Plaintiff and 50 % Defendant.

Each party is ordered to pay his or her portions of the initial retainer and fees directly to the Counselor within seven (7) days of the Counselor's request for payment, and each party is ordered to pay any additional amounts due directly to the Counselor within seven (7) days of the Counselor's request for payment. If a parent cancels a therapy session less than 72 hours prior to the scheduled session time or fails to bring the child to a scheduled appointment during that parent's period of possession, that parent shall be responsible for 100% of the cancellation fees.

The foregoing payment provisions apply except for the following situations:

Individual sessions with a parent. If a parent has an individual session with the Counselor, with or without the child in question, the parent shall pay 100% of the fees and costs (as relevant) of such session(s).

Review of documents. If a party, the party's legal counsel, or anyone acting on the party's behalf, requests that the Counselor review any documents, that party shall pay 100% of the fees and costs (as relevant) for the time involved in such review(s). If the request is made jointly, the costs shall be equally divided between the parties.

Communication with the Counselor. If a party, the party's legal counsel, or anyone acting on the party's behalf, requests to communicate with the Counselor, that party shall pay 100% of any fees and costs (as relevant) associated with any such communication(s). If the request is made jointly, the costs shall be equally divided between the parties.

Appearances. If either party requests the Counselor to make an appearance in connection with the litigation, including depositions, hearings, trials, settlement conferences, or any other formal

meeting (an "Appearance"), costs (as relevant) associated with any such appearance(s) shall be equally divided between the parties.

### **COUNSELOR TESTIMONY**

**IT IS ORDERED** the Counselor shall testify at any hearing in this case at the written request of any attorney of record sent via subpoena, which may be delivered to counselor via fax or e-mail.

The Counselor's customary and usual fees for testifying and said fees shall be split equally between the parties and The fees and costs (as relevant) for an Appearance shall be paid at least seven (7) days prior to the hearing in the manner specified by the counselor.

Therapy is not a substitute for a Child Custody Evaluation; therefore, the Counselor shall not make recommendations as to the conservatorship, possession (parenting schedule) of, or access to the child. The Counselor may make recommendations to the parties regarding changes in conduct that may be helpful in implementing the Court's orders or improving the parenting relationship between the parties. The parties have been advised that the Court may consider the good faith efforts and parties' devotion to the success of therapy as a factor in determining whether to modify the current order, including expanding or restricting parenting time provisions. The parties have been advised that successful therapy often requires that they make changes in their own behavior and parenting to support their child's needs. The Counselor may request specific changes by the parties in such areas as shielding the child from parental conflict, supporting and valuing the child's relationship with the other parent(s), making shared rather than unilateral decisions with the other parent about the child's education, activities and mental health concerns. The parties shall make reasonable efforts to cooperate with the Counselor's requests in these areas.

**IT IS SO ORDERED.**

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Presiding Judge  
Family Court

AGREED:

Printed Name:

\_\_\_\_\_

Bar Number:

\_\_\_\_\_  
Attorney for Plaintiff

Printed Name:

\_\_\_\_\_

Bar Number:

\_\_\_\_\_  
Attorney for Defendant