



PARENTING COORDINATOR/DECISION MAKER AGREEMENT

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A parenting coordinator (PC) under Colorado Revised Statutes (C.R.S.) 14-10-128.1 assists parents (or guardians), herein referred to as “the parents”, in managing, containing and reducing conflict in a manner that benefits their children. The PC is experienced in working with divorcing and divorced parents. The PC works with parents to improve communication related to parental responsibility. The PC helps parents implement and maintain their parenting plan. Clarifications or alterations of the parenting plan will be duly recorded by the PC and signed and dated by each parent in a memorandum of understanding (MOU). It is the parents responsibility to file any changes to their parenting plan with the court. When conflict arises, the PC will make an effort to reach a negotiated settlement with the parents. Confidentiality in this setting is not ensured as information from each parent and other sources will be used in the process of working with the family.

The parents may elect, or the court may directly appoint, a PC to perform the functions defined above without decision-making powers. The PC requires a copy of the order appointing him as the PC prior to commencing services. The PC will not serve without a court order. The PC can not be subpoenaed and cannot testify in regards to the status of the case. The PC can only testify and produce records related to fee collection issues.

Decision-Maker (DM)

When parent conflict escalates to the point where an amicable agreement is not likely, the PC can, by parent agreement, decide how to resolve the impasse as a DM under C.R.S. 14-10-128.3. The PC delineates the following DM process:

The DM Process

Information gathered from the parents and others sources during this process will be used to assist the PC in making decisions. The scope of the PC’s decision-making authority is delineated on page 4. The DM process may require joint or individual parent consultation, document review, child interviews and/or other consultations. Each parent must agree to sign all necessary releases and/or make information available in a timely manner to assist the PC in his DM role. There is no “arbitrator type” hearing during this process. Each parent will be given ample opportunity to state their position. The PC will maintain an impartial stance and will make decisions based on PC determination of the best interests of the child(ren). The unilateral withdrawal of one parent from this process will not prevent the PC from issuing a decision.

The PC will issue a written, signed and dated decision once the DM process described above has concluded. Each parent will receive a copy of the decision by U.S. Mail. Each attorney and the court will receive a copy of the decision. The decision is considered binding under C.R.S. 14-10-128.3 and will be submitted to the District Court for confirmation pursuant to C.R.S. 14-10-128.3. A parent has the right to request that the court modify a decision. Requests for a *de novo* review must be filed within thirty (30) days of the DM.

Other Provisions:

Terms: The parents must commit to using the PC in either format for a two year period unless otherwise specified by the parents or by court order (see PC Contract for Service). Neither parent can remove the PC until the two-year period has lapsed. The PC can also be removed by court order. The parents can select a new PC at that time. The PC reserves the right to end his involvement with the family if he concludes that he can no longer assist the family.

No Emergency Services: Emergency or after hour services are not provided under this agreement. The PC service is an orderly process than does not involve emergency consultation or intervention. There are no exceptions to this policy. The PC service is not psychotherapy and is therefore not subject to those responsibilities normally associated with such service.

Fee Assignment: The PC reserves the right to assign fees based on the actions of either party. Should a parent send excessive emails, request excessive time with the PC, request that the PC read additional documents, etc., that parent may be unilaterally assessed fees at the PC's hourly rate. (See PC Contract for Service).

Fee Payment: The parents agree to pay for PC services according to the terms of the Contract for Service attached. Each party will be provided with a joint monthly statement of activity and fees. Telephone contacts with related parties such as teachers, therapists or attorneys are billed at the hourly rate stated in the Contract for Service. Interviews with the child(ren) or other related parties are also charged at the regular rate. Missed appointments or late cancellations (within twenty-four (24) hours) are charged at the regular rate to the person responsible for the missed appointment or late cancellation.

PC Vacations: The PC is not available at times due to scheduled time away from the office. Given the complexity and case specific nature of PC work, PC services are not forwarded for coverage. Issues that arise during PC scheduled time away from the office will be addressed upon the return of the PC to his office.

Duty to Warn: The PC will contact appropriate authorities and parties if a dangerous or potentially injurious situation arises.

Email: Parent to parent email which is monitored by the PC and parent to PC communication via email is often a part of PC work. If the PC reviews parent to parent communication and determines that the language, comment or accusation is inappropriate, he will respond to the offending parent via email or request a face to face meeting. Email communication is not guaranteed to be confidential. Specific allegations concerning parent behavior must be sent to the PC with appropriate copy to the other parent. Email communication with the PC is open to each parent and is not subject to *ex parte* restrictions. Reviews of parent to parent emails are billed at the PC hourly rate. A minimum charge of \$50.00 per month will be made for email monitoring of parent communication. PC emails are saved electronically and will not be copied to the client file.

