PARENTING COORDINATOR/DECISION-MAKER AGREEMENT

I, ­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby agree with the court order that Julia A Olson, MA, LPCC, will function as our Parenting Coordinator and Decision-Maker pursuant to Colorado Revised Statutes (C.R.S.) § 14-10-128.3. These services are ordered by the District Court of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The order of appointment of the Parenting Coordinator/Decision-maker ends on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

I. PARENT COORDINATION

**A. About Parent Coordination:** At any time after the entry of a court order concerning parental responsibilities in divorce proceedings, the court may appoint a parenting coordinator (PC) to assist in the resolution of disputes between the parties concerning parental responsibilities. The parenting coordinator’s role is to help with the implementation of a court-ordered parenting plan. This process often involves the resolution of disputes over parenting time issues, specific disputed parenting decisions, and child support issues. Parenting coordinator’s responsibilities include assisting the parties in creating an agreed-upon parenting plan, drafting guidelines for appropriate communication, providing resources for improving parenting skills, identifying any sources and causes of conflict, and developing strategies to minimize family conflict.

**B.** **Parenting Coordination Process:** The PC assesses the situation and issues through conducting parent interviews, reviewing Parental Responsibility Evaluations or Child and Family Investigator Reports, analyzing other relevant documents or records, and reviewing e-mails between the parties. The PC may use educational techniques to inform or update parents about relevant research to consider on a specific parenting issue. The PC may also facilitate resolution-focused conversations between the parents, coach each parent on strategies to deal with the other parent or children, and refer parents or children to other resources or professionals, such as child therapists, family counselors, etc. in the best interest of the children.

**C. Resolving Conflict – Party Responsibilities:** When conflict arises, the PC will seek to help the parties to negotiate settlements. Clarifications, new major decisions, and alterations of the original parenting plan will be 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.

**D. The PC as Facilitative and Educational:** The PC process is solely intended to facilitate the settlement of specific parenting issues. It is not to conduct mediation, counseling, or therapy for the parties. That being said, Julia Olson is a trained mediator and practicing mental health counselor. She will often use her knowledge and expertise in the areas of conflict resolution and mental health care to inform her practice as a PC – i.e. to help with communication, or to provide appropriate education, referrals, and parenting guidance. The PC will typically coach the parents on the need to be supportive of the other parent-child relationships. The PC will address parenting issues that may arise during the course of coordination. For example, if a parent has concerns about the quality or competency of the other parent’s parenting behaviors, or if there are safety concerns regarding the child or children, these issues will be addressed.

**E. The Court Order:** A PC is appointed by the District Court. The parents may elect, or the court may appoint, a PC to perform the functions defined above without decision-making powers. The PC requires a copy of the Order of Appointment prior to commencing services and will not be able to serve without this document. The PC cannot 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.

**F. Interviews/Communication:** The PC process begins with a review of important records or reports and in-person interviews with each parent. There will be joint or individual initial interviews with the parents at the beginning of the process. There may be follow-up interviews. The PC may need to interview the children and/or third parties, such as mental health professionals, teachers, or affiliated family members. Much communication following the initial interviews will be done by telephone and e-mail.

**G. Confidentiality:** The Parenting Coordination process is confidential per C.R.S. §14-10-128.1. However, information presented and discussed by the parties with the PC/DM in the decision-making process may be discussed in the written decision filed with the Court. Julia Olson cannot guarantee confidentiality of email communication.

II. DECISION-MAKING

**A. About Decision-Making:** In addition to appointing a parenting coordinator, the court may also appoint a qualified domestic relations decision-maker (DM). The prevailing difference between an appointed parenting coordinator and decision-maker is that the decision-maker has the authority to make binding determinations to implement or clarify the provisions of a pre-existing court order regarding parenting responsibilities. The appointed decision-maker fulfills the same role as a parenting coordinator, but with more authority to make parenting decisions and to file those decisions with the court. A decision-maker (DM) pursuant to C.R.S. § 14-10-128.3 is appointed by the court to make binding decisions for parties in areas specified by the court. The DM cannot make decisions that lie beyond the scope of the court’s order of appointment. The purpose of decision-making is to settle an issue when the parents have failed to do so on their own.

**B. The Purpose of Decision-Making:** The purpose of the DM function is to implement the court’s order and parenting plan when the parents are deadlocked on an issue. The DM cannot make decisions that cause there to be a substantive change in the parenting plan, unless the court should agree.

**C. Scope of Appointment:** The PC/DM must stay within the scope of the directives in the PC Appointment Order. If parents wish Julia to address an issue as the DM that lies beyond the scope of the PC/DM appointment, then a request can be made to the court for approval of expanding the scope of the appointment.

**D. The Decision-Making Process:** The PC process may require joint or individual parent consultation, document review, communication review, child interviews and/or other consultations. The PC/DM may request specified written information or documents from both parties. Information gathered from the parties and other professional resources will be used to assist the DM in making decisions to file with the court.

**E. Release Forms:** Each parent must agree to sign all necessary releases and/or make information available in a timely manner to assist the PC in the decision-making role.

**F. In Best Interest of Children:** The PC will maintain an impartial stance and will make decisions based on PC determination of the best interests of the child(ren).

**G. Communicating Positions:** Each parent will be given ample opportunity to state his or her position on an issue to the PC/DM. The PC/DM may request the submission of written statements of position and facts from both parties. Each party should send a copy of this statement to the other parent. Either parent may then respond in writing to the other party’s statement. Julia will review the statements and other information and issue a written decision regarding the issue.

**H. Decisions:** The job of the PC/DM is to file parenting issue decisions with the court in the best interest of the children. The unilateral withdrawal of one parent from this process will not prevent the PC from issuing a decision. If an issue has been raised prior to the termination of this agreement but is not resolved prior to the ending date, Julia will complete the issue regardless of whether the parties renew the PC/DM contract. I understand that Julia’s decision-making is binding and is effective upon issuance.

**I. Written Decision:** The PC will issue a written, signed and dated decision once the DM process has concluded. Each parent will receive a copy of the decision by email or by U.S. Mail. Eachattorney and the court will receive a copy of the decision. The decision is consideredbinding under C.R.S. 14-10-128.3 and will be submitted to the District Court forconfirmation pursuant to C.R.S. 14-10-128.3. The PC/DM will write up any agreements that made between the parties during thefacilitation and negotiation phase and include them in the decision filed with thecourt.

**J. Modification of Decisions:** In most cases, Julia Olson will provide each party with a preview of the decision prior to filing it with the Court. Each party will then have an opportunity to make a written request for correction or modification of the decision to Julia Olson, with a copy to the other parent, within 7 days of the receipt of the written decision. Corrections include misspellings, omissions, or requests for different wording of positions or agreements. The substance of a decision will only be changed if it is due these corrections or to the facts determining the decision being wrong. A parent has the right to request that thecourt modify a decision. Requests for a de novo review by the District Court and ahearing must be filed within thirty days of the decision.

**J. Not an Arbitrator:** Julia Olson is serving as a DM and not as an Arbitrator pursuant to C.R.S. § 14-10-128.5, and therefore she is not subject to the Uniform Arbitration Act - C.R.S. § 13-22-201.

II. OTHER

**A. Terms of the PC Appointment:** Parties must commit to using the PC/DM for a two-year period unless otherwise specified by the parents or by court order. Neither party can remove the PC/DM until the two-year period is over. The PC/DM can, however, be removed by court order and the parents can select a new PC/DM at that time. The PC/DM reserves the right to end her involvement with the family if she concludes that she can no longer help the family. As the PC/DM appointment comes close to its end, the parents have the option to discuss with Julia whether they wish for her to be reappointed by the court for an additional PC/DM term. The parties are responsible for requesting the reappointment with the court.

**B. Party and PC Communication:** The other party should be copied on all written correspondence, e-mails, letters, and position statements. Much of the communication between the parties and Julia Olson, after the initial interviews, will be by e-mail and telephone. If the PC/DM and the parents have agreed to have the PC/DM monitor parent-to-parent communication (e.g., PC is copied on all e-mails), the PC/DM may determine that the language or parent commentary is inappropriate and will address this with the offending parent accordingly. Specific allegations concerning parent behavior must be sent to the PC/DM with appropriate copy to the other parent. Reviews of parent-to-parent emails are billed at the PC/DM hourly rate. E-mail communication is not confidential.

**C. Payment & Fees:** The parents agree to pay for PC/DM services according to the terms outlined at the bottom of this agreement. The PC/DM may assign fees to either party based on the actions of either party. For example, if a parent sends excessive emails, requests excessive time with the PC/DM, requests that the PC/DM read additional documents, etc., that parent may be assigned additional fees at the PC/DM’s hourly rate. Fees are assessed on the basis of the hourly rate and time expended. Telephone conversations with related parties such as teachers, therapists or attorneys are billed at the hourly rate. Interviews with the child(ren) or other related parties are also charged at the regular hourly rate. Missed appointments or late cancellations (within 24 hours) are charged at the regular hourly rate.

**D. Mandatory Reporting:** The PC/DM is a mandatory reporter by law and must make a report to the appropriate agency, such as social services, and/or to the police if she has reason to suspect child abuse/neglect or if someone appears to be in imminent danger of harm to self or to others.

**E. Provision of Relevant Documents:** The parties must provide all relevant court orders, stipulations, reports, and other relevant documents to the PC/DM as they are requested.

**F. Parenting Schedule Review:** At the commencement of the PC/DM process, the PC/DM will review the parenting time schedule, either jointly or individually, with the parties. The purpose is to identify any areas or issues that need clarification or require further specific description, and to ensure that all parties, including the PC/DM, are on the same page.

**G. Legal Advice:** Julia Olson is not an attorney and cannot and will not provide legal advice to either party.

**H. Emergency Services:** Parenting Coordination is an orderly process than does not involve emergency consultation or intervention. Emergency or after-hour services are not provided under this agreement.

**I. Availability:** The PC/DM may not be available at times due to vacations or scheduled time away from the office. Issues that arise during PC scheduled time away will be addressed upon return. In certain situations, Julia may attempt to accommodate requests for telephone and e-mail communication to deal with issues while away.

**J. Legal Representation:** Each party is responsible for keeping the PC/DM up to date on the status of his/her legal representation. This includes situations where a party retains an attorney, changes his/her attorney, or decides to no longer have legal representation.

**K. Litigation:** Pursuant to C.R.S. §§14-10-128.1, the PC may not be required to provide records in judicial, administrative or court proceedings between the parties and may only be called as a witness with the written consent of both parties involved.

**L. Collateral:** by signing this agreement, both parties give permission to the PC/DM to consult with third parties who have information about them or the children, such as therapists, custody evaluators, and/or teachers. By signing this agreement, both parties agree to sign any necessary releases of information, and agree that the information may be considered as a part of the coordination process. The PC/DM is not obligated to reveal the information obtained.

By signing below, I attest to having reviewed the Parenting Coordinator Agreement, and I agree to adhere to the policies and procedures set forth above. I agree to pay Julia Olson for her time and costs in working with myself and the other party, including time spent reviewing documents and correspondence, meetings with parents, phone and e-mail communication with the parties, the attorneys, professionals, and others, at the hourly rate of $140. The average amount of time Julia spends on activities fulfilling a PC/DM appointment is 15 hours.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, am responsible for \_\_\_\_50\_\_\_\_\_% of all of the fees and costs for the PC/DM services provided by Julia A. Olson, unless otherwise apportioned later on.

The total initial retainer required in this PC/DM appointment is $2,000. I will make an initial retainer payment of $\_\_\_\_1,000\_\_\_\_\_\_\_\_ prior to receiving any services.

Signature: Date: