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PARENTING COORDINATOR AND DECISION-MAKER AGREEMENT

We appoint Christine A. Coates to function as both a Parenting Coordinator and a Decision-Maker ("PC/DM") for us. The terms of this agreement are as follows:

I. Role of the Parenting Coordinator

We, _____ and _____,
hereby appoint Christine A. Coates to function as our Parenting Coordinator pursuant to C.R.S. 14-10-128.1.¹

A. **Court Order:** These services were ordered by the Court on _____.

B. **Functions:** We understand that the primary function of a Parenting Coordinator is to assist us in implementing our parenting plan by helping us resolve our differences regarding our child(ren) and their care in a manner that serves the best interests of the child(ren), minimizes conflict between us that could harm the child(ren) and fosters cooperation between us. The Parenting Coordinator may assess the situation and educate us as necessary regarding child development, family dynamics, and communication and facilitate communication between us and with others involved with our child(ren). The Parenting Coordinator may also facilitate negotiations between us, coach on strategies of dealing with the other parent and with the child(ren), and may refer us to other professionals, such as therapists. The Parenting Coordinator is at all times an advocate for the best interests of our child(ren).

C. **Facilitation:** The Parenting Coordinator is a trained and experienced mediator. As Parenting Coordinator she may facilitate decision-making between the parents, but she is not serving as a mediator.

II. Role of the Decision-Maker

We, _____ and _____

¹ Copy attached hereto.

hereby appoint Christine A. Coates to function as our Decision-Maker pursuant to C.R.S. 14-10-128.3.²

A. **Court Order:** These services were ordered by the Court on _____ pursuant to our agreement.

B. **Functions:** The Decision-Maker shall have binding authority to resolve disputes between us as to implementation or clarification of existing orders concerning our child(ren), including but not limited to disputes concerning parenting time, specific disputed parental decisions, and child support.

1. Additionally we agree that the Decision-Maker shall have binding authority over the following types of decisions:

2. We agree that the Decision-Maker shall NOT have decision-making authority over the following types of decisions:

C. Decision-Making Process:

1. It is our intent to resolve our issues ourselves through facilitated negotiations. In the event that we are unable to reach a mutually satisfactory resolution of the dispute, we ask that Christine A. Coates as Decision-Maker decide the issue and make a decision for us based upon the disclosures, communication, and information we have provided her. Ms. Coates shall let us know when the process shifts from facilitated negotiations to decision-making, whether written statements or other information will be required, what the timetable shall be and what, if any other procedures will be followed prior to Ms. Coates making the decision.

2. We understand that we will not have a separate meeting in the nature of an "arbitration" hearing.

3. Ms. Coates and/or either of us may also request the submission of written statements of position and facts to the Decision-Maker. Either of us may then respond in writing to the other party's statement. The Med-Arbitrator shall then review the statements and responses, and any additional information from other sources and issue a written decision regarding the issue.

² Copy attached hereto.

4. We understand that unilateral withdrawal or non-participation in the parenting coordination and/or decision-making processes shall not prevent the processes from going forward. The PC/DM shall still perform her court-ordered functions and may make a decision on information received from one of us if the other refuses to participate.

5. We understand that Ms. Coates' decisions are binding upon us and effective upon issuance pursuant to the provisions of C.R.S. 14-10-128.3.

D. Written Decisions

1. When Ms. Coates makes a decision for us, she shall issue a decision in writing and deliver a copy to each of us and to our respective attorneys, U.S. mail, postage pre-paid, or by electronic transmission, if requested by us, within 14 days, or at a later date as circumstances may control, from the date of the completion of the session, the receipt of the last written response from a party, or the completion of the DM's consultation with professionals or others.

2. In most cases, the decision sent to us will be a draft decision prior to filing the final decision with the Court. Any request for correction or modification of a draft decision shall be sent in writing, with a copy to the other parent, within seven (7) days of receipt of the draft decision. Corrections may include misspellings, omissions, typographical errors, miscalculations or requests for different wording of positions or agreements. We understand that Ms. Coates very rarely will change the substance of a decision because she will have given the decision much consideration prior to issuing a written decision. The DM's decision shall be binding upon both parties immediately upon issuance of the draft decision, subject to the issuance of the final decision. The Decision shall be filed with the District Court by the DM within twenty (20) days after the final decision is issued. We also authorize the PC/DM to include any agreements between us in a written decision to be filed with the Court.

E. Review of Decision: We understand that we each have the right pursuant to C.R.S. 14-10-128.3 to request that the Court modify the decision and hold a *de novo* hearing. Any such request must be filed no later than thirty (30) days from the date the final decision is issued.

F. Decision-Maker, Not Arbitrator: Although Ms. Coates is a trained and experienced arbitrator, she is not serving as an arbitrator pursuant to C.R.S. 14-10-128.5, but as a Domestic Relations Decision-Maker, a role distinct from arbitrator in Colorado, and as such is not subject to the Uniform Arbitration Act, C.R.S. 13-22-201 et seq.

IV. General Provisions Applying to the Combined Role of the Parenting

Coordinator/Decision-Maker ("PC/DM")

A. Confidentiality:

1. The PC/DM does not guarantee confidentiality of written and oral communications, negotiations and statements made by the parties in the course of working together. Information provided by the parents, either in discussions with the PC/DM and/or in writing by the parents, will be considered by the PC/DM when serving as Decision-Maker and may be disclosed in her written decisions.

2. It also is understood that the PC/DM may disclose the following information: (1) she has reason to believe that a child is in need of protection, (2) either parent or another person is in danger of bodily harm, or (3) she learns of the intent to commit a felony.

B. Legal Advice: Ms. Coates is a licensed attorney, but she does not offer legal advice, nor does she provide legal counsel. Each parent is advised to retain his/her own attorney in order to be properly counseled about his/her legal interests, rights and responsibilities.

C. Appointments:

1. Appointments with the PC/DM shall be scheduled at the request of either of us by phone or in person with no written notice required unless we have a Court Order that provides a different process. We agree to make a good faith effort to be available for appointments when requested by the other parent or by Ms. Coates.

2. We understand that Ms. Coates will use her discretion in choosing whether sessions shall be joint or individual depending upon the nature of the issues and her assessment of the most productive method to achieve the current goals. Ms. Coates will also use her discretion in deciding how to include spouses, stepparents, significant others or relatives in the process.

3. Telephone conferences will be available upon request. Ms. Coates will use her discretion to require in person meetings if phone conferences are not productive.

D. Communication:

1. Copies of all correspondence to the PC/DM at any time in the process must be mailed, faxed, e-mailed or hand-delivered to the other party with a "cc: ____" noted on the correspondence by the same method sent to the PC/DM. Any written correspondence that does not have such notation shall not be read or considered.

2. Because there are times when Ms. Coates may meet or communicate with each of us separately, especially for individual coaching sessions, when a high degree of conflict exists between us, and/or when no contact orders are in effect, we understand that *ex parte* communications, that is, communications without all parties involved, may occur. Ms. Coates' intention is to conduct fair proceedings, and she shall maintain impartiality toward us. Once an issue has been submitted to Ms. Coates for decision-making, she shall avoid *ex parte* communication with us on that issue.

E. Involvement of PC/DM in Litigation:

1. We understand that pursuant to C.R.S. 14-10-128.1 and 128.3 that the PC/DM may not be called to testify as a witness in judicial, administrative or court proceedings between us and that we may not request, subpoena or demand the production of any record, notes, work product or the like of the PC/DM concerning her work with us.

2. We understand that PC/DM may testify or produce records in an action by the PC/DM to collect fees from one or both of us.

F. Collateral Sources of Information:

1. We stipulate to the PC/DM consulting with professionals and others who have information about us or our child(ren), such as therapists, parental responsibility evaluators, Child and Family Investigators, school teachers, etc. We agree to sign any necessary releases of information.

2. We agree that the information received may be considered by the PC/DM in assisting us and in making a decision for us, and that Ms. Coates is not obligated to reveal the details of the information obtained.

G. Interviewing Children: The PC/DM is authorized to interview our child(ren) privately in order to ascertain the child(ren)'s needs as to the issues being arbitrated. In conducting such an interview, the PC/DM shall avoid forcing a child to choose between us or otherwise putting a child in the middle of our conflicts.

H. Time: The PC/DM is authorized to tell either or both of us if she believes that an inordinate amount of time is being taken by either or both of us in this process. We agree that the amount of time spent on resolving a dispute be in proportion to the nature of the dispute, as determined by the PC/DM.

I. Term: The term of the PC/DM's service shall be a period of _____ months from the date of the Court Order. At the end of the term, if one of us and/or the

PC/DM desires to terminate the professional relationship with the PC/DM, this agreement shall be terminated. The service of the PC/DM may be terminated prior to the end of the term if we both agree that we wish to terminate the PC/DM's service or if the PC/DM requests to withdraw prior to the termination date. A parent or the PC/DM wishing to terminate the professional relationship shall put such request in writing and transmit it by mail to each party to this agreement. If both parties desire and the PC/DM agrees, this agreement shall be renewed for another period of time, up to a period of two years. In the event that the termination date occurs and no one requests an end of the term, the term shall be extended for a term equal to the original term.

J. Evening, Weekend and Vacation Coverage: We understand that Ms. Coates does not ordinarily provide coverage for PC/DM clients when she is away from the office. Parenting coordination is NOT an emergency service. Ms. Coates will not be available before or after office hours (including after noon on Friday), weekends, or while on vacation. It is our responsibility to inform Ms. Coates of any concerns we have in this regard and to be proactive in raising issues and concerns in a timely manner.

K. Fees:

1. We agree to pay the PC/DM for all of her time and costs in working with us, including time spent reviewing documents and correspondence, meeting with the parents, phone conferences with us, our attorneys, professionals and others, reading and responding to e-mail messages, and deliberation, drafting and issuance of decision, at the rate of \$_____ per hour. We also agree to pay the costs incurred by the PC/DM, including but not limited to long-distance telephone calls, copies, fax charges, etc. This hourly rate will be in effect for at least one year, but after one year from the date of this agreement, Ms. Coates may charge her rate which is in effect at that time.

2. There will be a minimum charge of one-quarter hour per month if Ms. Coates is monitoring e-mail messages between us.

3. Ms. Coates shall bill her time in increments of one-tenth (1/10) of an hour.

4. We shall pay the PC/DM's fees and costs in the following manner: _____ shall pay _____%, and _____ shall pay _____%.

5. Each of us will pay for the individual time that we spend in person, on the phone, or in electronic communication with the PC/DM.

6. We understand that in the event we must reschedule or cancel an appointment, unless we notify the PC/DM more than 48 hours prior to the scheduled

appointment, we will be billed for one hour of the PC/DM's time. In the event that one of us does not appear for a scheduled appointment and has not given 48 hours advance notice and the other parent does appear or is prepared to appear, the parent who does not appear shall be responsible for both parents' fees.

7. Non-payment of fees shall be grounds for the resignation of the PC/DM.

8. We each shall deposit with the PC/DM a retainer of \$____ upon the signing of this Agreement. The PC/DM shall only be entitled to any or all of the retainer as she spends time on our case. Each of us shall maintain his/her retainer at the level of \$250 and shall replenish it to that amount as it is depleted below \$250.

9. Accounts past due thirty days will be charged interest at the rate of 1.5% per month compounded monthly (19.6 Annual Percentage Rate).

10. The PC/DM shall mail us monthly statements of time spent and fees owed. We agree to pay all fees owed in full within 15 days of receipt of the bill.

11. We understand that the Court has ordered us to pay Ms. Coates' fees and that she may seek the Court's assistance in collecting fees, if necessary.

L. Other Agreements:

We have carefully reviewed this Agreement and by our signatures below, we acknowledge and agree to all the terms:

_____ Date _____ Date

_____ Date
Christine A. Coates, Parenting Coordinator/Decision-Maker

14-10-128.1 Appointment of a Parenting Coordinator

(1) Pursuant to the provisions of this section, at any time after the entry of an order concerning parental responsibilities and upon notice to the parties, the court may, on its own motion, a motion by either party, or an agreement of the parties, appoint a parenting coordinator as a neutral third party to assist in the resolution of disputes between the parties concerning parental responsibilities, including but not limited to implementation of the court-ordered parenting plan. The parenting coordinator shall be an individual with appropriate training and qualifications and a perspective acceptable to the court.

(2) (a) Absent agreement of the parties, a court shall not appoint a parenting coordinator unless the court makes the following findings:

(I) That the parties have failed to adequately implement the parenting plan;

(II) That mediation has been determined by the court to be inappropriate, or, if not inappropriate, that mediation has been attempted and was unsuccessful; and

(III) That the appointment of a parenting coordinator is in the best interests of the child or children involved in the parenting plan.

(b) In addition to making the findings required pursuant to paragraph (a) of this subsection (2), prior to appointing a parenting coordinator, the court shall consider the effect of any documented evidence of domestic violence on the parties' ability to engage in parent coordination.

(3) A parenting coordinator shall assist the parties in implementing the terms of the parenting plan. Duties of a parenting coordinator include, but are not limited to, the following:

(a) Assisting the parties in creating an agreed-upon, structured guideline for implementation of the parenting plan;

(b) Developing guidelines for communication between the parties and suggesting appropriate resources to assist the parties in learning appropriate communication skills;

(c) Informing the parties about appropriate resources to assist them in developing improved parenting skills;

(d) Assisting the parties in realistically identifying the sources and causes of conflict between them, including but not limited to identifying each party's contribution to the conflict, when appropriate; and

(e) Assisting the parties in developing parenting strategies to minimize conflict.

(4) (a) The court may not appoint a person pursuant to this section to serve in a case as a parenting coordinator if the person has served or is serving in the same case as an evaluator pursuant to section 14-10-127 or a representative of the child pursuant to section 14-10-116. After appointing a person pursuant to this section to serve as a parenting coordinator in a case, the court may not subsequently appoint the person to serve in the same case as an evaluator pursuant to section 14-10-127 or a representative of the child pursuant to section 14-10-116.

(b) The court may appoint a person who has served or is serving in a case as a child and family investigator pursuant to section 14-10-116.5 to serve in the same case as the parenting coordinator, upon the agreement of the parties. After appointing a person pursuant to this

section to serve as a parenting coordinator in a case, the court may not subsequently appoint the person to serve as a child and family investigator in the same case pursuant to section 14-10-116.5.

(5) A court order appointing a parenting coordinator shall be for a specified term; except that the court order shall not appoint a parenting coordinator for a period of longer than two years. If an order fails to specify the length of the court-ordered appointment, it shall be construed to be two years from the date of appointment. Upon agreement of the parties, the court may extend, modify, or terminate the appointment, including extending the appointment beyond two years from the date of the original appointment. The court may terminate the appointment of the parenting coordinator at any time for good cause. The court shall allow the parenting coordinator to withdraw at any time.

(6) A court order appointing a parenting coordinator shall include apportionment of the responsibility for payment of all of the parenting coordinator's fees between the parties. The state shall not be responsible for payment of fees to a parenting coordinator appointed pursuant to this section.

(7) In a judicial proceeding, administrative proceeding, or other similar proceeding between the parties to the action, a parenting coordinator shall not be competent to testify and may not be required to produce records as to any statement, conduct, or decision, that occurred during the parenting coordinator's appointment, to the same extent as a judge of a court of this state acting in a judicial capacity. Nothing in this subsection (7) shall be construed to prohibit a parenting coordinator from testifying or producing records to the extent testimony or production of records by the parenting coordinator is necessary in an action by the parenting coordinator to collect fees from a party to the action.

(8) The parenting coordinator shall comply with any applicable provisions set forth in chief justice directives and any other practice or ethical standards established by rule, statute, or licensing board that regulates the parenting coordinator.

Source: L. 2005: Entire section added, p. 952, _ 1, effective June 2; (4)(b) amended, p. 963, _ 11, effective July 1.

14-10-128.3 Appointment of a Decision-Maker

(1) In addition to the appointment of a parenting coordinator pursuant to section **14-10-128.1** or an arbitrator pursuant to section 14-10-128.5, at any time after the entry of an order concerning parental responsibilities and upon written consent of both parties, the court may appoint a qualified domestic relations decision-maker and grant to the decision-maker binding authority to resolve disputes between the parties as to implementation or clarification of existing orders concerning the parties' minor or dependent children, including but not limited to disputes concerning parenting time, specific disputed parental decisions, and child support. A decision-maker shall have the authority to make binding determinations to implement or clarify the provisions of a pre-existing court order in a manner that is consistent with the substantive intent of the court order. The decision-maker appointed pursuant to the provisions of this section may be the same person as the parenting coordinator appointed pursuant to section **14-10-128.1**.

(2) The decision-maker's procedures for making determinations shall be in writing and shall be approved by the parties prior to the time the decision-maker begins to resolve a dispute of the parties. If a party is unable or unwilling to agree to the decision-maker's procedures, the decision-maker shall be allowed to withdraw from the matter.

(3) All decisions made by the decision-maker pursuant to this section shall be in writing, dated, and signed by the decision-maker. Decisions of the decision-maker shall be filed with the court and mailed to the parties or to counsel for the parties, if any, no later than twenty days after the date the decision is issued. All decisions shall be effective immediately upon issuance and shall continue in effect until vacated, corrected, or modified by the decision-maker or until an order is entered by a court pursuant to a de novo hearing under subsection (4) of this section.

(4) (a) A party may file a motion with the court requesting that a decision of the decision-maker be modified by the court pursuant to a de novo hearing. A motion for a de novo hearing shall be filed no later than thirty days after the date the decision is issued pursuant to subsection (3) of this section.

(b) If a court, in its discretion based on the pleadings filed, grants a party's request for a de novo hearing to modify the decision of the decision-maker and the court substantially upholds the decision of the decision-maker, the party that requested the de novo hearing shall pay the fees and costs of the other party and shall pay the fees and costs incurred by the decision-maker in connection with the request for de novo hearing, unless the court finds that it would be manifestly unjust.

(5) A court order appointing a decision-maker shall be for a specified term; except that the court order shall not appoint a decision-maker for a period of longer than two years. If an order fails to specify the length of the court-ordered appointment, it shall be construed to be two years from the date of appointment. Upon agreement of the parties, the court may extend, modify, or terminate the appointment, including extending the appointment beyond two years from the date of the original appointment. The court may terminate the appointment of the decision-maker at any time for good cause. The court shall allow the decision-maker to withdraw at any time.

(6) A court order appointing a decision-maker shall include apportionment of the responsibility for payment of all of the decision-maker's fees between the parties. The state shall not be

responsible for payment of fees to a decision-maker appointed pursuant to this section.

(7) (a) A decision-maker shall be immune from liability in any claim for injury that arises out of an act or omission of the decision-maker occurring during the performance of his or her duties or during the performance of an act that the decision-maker reasonably believed was within the scope of his or her duties unless the act or omission causing such injury was willful and wanton.

(b) Nothing in this subsection (7) shall be construed to bar a party from asserting a claim related to the reasonableness or accuracy of any fee charged or time billed by a decision-maker.

(c) (I) In a judicial proceeding, administrative proceeding, or other similar proceeding, a decision-maker shall not be competent to testify and may not be required to produce records as to any statement, conduct, or decision, that occurred during the decision-maker's appointment, to the same extent as a judge of a court of this state acting in a judicial capacity.

(II) This paragraph (c) shall not apply:

(A) To the extent testimony or production of records by the decision-maker is necessary to determine the claim of the decision-maker against a party; or

(B) To the extent testimony or production of records by the decision-maker is necessary to determine a claim of a party against a decision-maker; or

(C) When both parties have agreed, in writing, to authorize the decision-maker to testify.

(d) If a person commences a civil action against a decision-maker arising from the services of the decision-maker, or if a person seeks to compel a decision-maker to testify or produce records in violation of paragraph (c) of this subsection (7), and the court decides that the decision-maker is immune from civil liability or that the decision-maker is not competent to testify, the court shall award to the decision-maker reasonable attorney fees and reasonable expenses of litigation.

(8) The decision-maker shall comply with any applicable provisions set forth in chief justice directives and any other practice or ethical standards established by rule, statute, or licensing board that regulates the decision-maker.

Source: L. 2005: Entire section added, p. 954, 1, effective June 2.