

Daniel J. Baur L.P.C.
545 Collyer Street
Longmont CO, 80501

danieljbaur@gmail.com
(phone) 303-995-6132
(Fax) 720-494-1855

**PARENT COACHING, PARENT COORDINATION AND DECISION-MAKER
AGREEMENT**

We appoint Daniel J. Baur 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 Daniel J. Baur to function as our Parenting Coordinator pursuant to C.R.S. 14-10-128.1.

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), minimize 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 he may facilitate decision-making between the parents, but he is not serving as a mediator.

II. Role of the Decision-Maker

We, _____ and _____
hereby appoint Daniel J. Baur to function as our Decision-Maker pursuant to C.R.S. 14-10-128.3

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 Daniel J. Baur as Decision-Maker decide the issue and make a decision for us based upon the disclosures, communication, and information we have provided him. Mr. Baur 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 Mr. Baur making the decision.

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

3. Mr. Baur 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 PC/DM shall then review the statements and responses, and any additional information from other sources and issue a written decision regarding the issue.

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 Mr. Baur's 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 Mr. Baur makes a decision for us, he 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 DMs 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 Mr. Baur very rarely will change the substance of a decision because he 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 Mr. Baur is a trained and experienced arbitrator, he 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 swerving as Decision-Maker and may be disclosed in his written decisions.

2. It also is understood that the PC/DM may disclose the following information: (1) he 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) he learns of the intent to commit a felony.

B. Legal Advice: Mr. Baur is not licensed attorney, and does not offer legal advice, nor does he 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 Mr Baur.

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

3. Telephone conferences will be available upon request. Mr. Baur will use his 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 Mr. Baur 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. Mr. Baur's intention is to conduct fair proceedings, and he shall maintain impartiality toward us. Once an issue has been submitted to Mr. Baur for decision-making, he 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 his 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 Mr Baur is not obligated in 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 he 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 Mr. Baur does not ordinarily provide coverage for PC/DM clients when he is away from the office. Parenting coordination is NOT an emergency service. Mr. Baur 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 Mr. Baur 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 his 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 \$300.00 per hour. We also agree to pay the costs incurred by the PC/DM, including but not limited to 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, Mr. Baur may charge his rate that is in effect at that time.

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

3. Mr. Baur shall bill his 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 \$ 5,000__ upon the signing of this Agreement. The PC/DM shall only be entitled to any or all of the retainer as he spends time on our case. Each of us shall maintain his/her retainer at the level of \$ 5,000__ and shall replenish it to that amount as it is depleted below \$500_____.

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 periodic statements of time spent and fees owed.

11. We understand that the Court has ordered us to pay Mr. Baur's fees and that he 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

Daniel J. Baur, Parenting Coordinator/Decision-Maker

Date