

## PARENTING COORDINATOR AGREEMENT

This is an agreement between \_\_\_\_\_ and \_\_\_\_\_ and Lorri A. Yasenik as Parenting Coordinator. The parents have entered into this agreement with the intention of reaching a consensual agreement regarding matters related to parenting.

The **Parenting Coordinator** assists parents to resolve their differences in caring for their children in order to minimize conflict that could directly harm the children and/or their relationship(s) with their children. The Parenting Coordinator may assess the family situation and provide an educative function when necessary regarding child development, communication and managing difficult dynamics. The Parenting Coordinator may also facilitate negotiations, consult regarding strategies for dealing with the other parent and the children and may also refer to other professionals. Parenting Coordinators are also trained Arbitrators and may be authorized to assist in decision-making when and if necessary.

The provisions of this agreement are as follows:

- I. The Parenting Coordinator (Lorri Yasenik) is a trained Mediator and specialist in Child Psychotherapy and Play Therapy and Arbitration. This role entails:
  - **Facilitator** regarding decision-making between parents. As facilitator, the Parenting Coordinator assists parents to discuss matters and make decisions related to parenting their children. The facilitation role includes recording and managing issues that arise between the parties. Parents engage in this process on a “With Prejudice” basis in that the oral and written communications, negotiations and statements may be included in a written report/summary (including each parent’s point of view).
  - **Educator** regarding assisting parents to understand issues related to child development, communication, parent cooperation, identifying conflict styles and parallel parenting strategies etc. As educator, the Parenting Coordinator may assist parents to deal with one another’s personal styles and personalities and provide coaching to address difficulties. Other trained professionals may be recommended to become involved in the process.

- **Child Specialist: Meet with Children** to identify children’s issues, needs, and wishes as related to their family functioning. As child specialist, the Parenting Coordinator will meet with the child(ren) as necessary and as requested by the Parenting Coordinator. Children may need to be seen multiple times in order to gain an understanding of their interests. “Best Interests of the Child” criteria will be utilized when meeting with children. Children will be viewed from a developmentally sensitive point of view. Developmentally appropriate ways of gaining insight into the view of the child(ren) will be utilized. Issues identified during time spent with the children will be brought back to the parents in order that they are able to incorporate important issues into their decision-making.
- **Consultant:** The Parenting Coordinator may consult with other parties who have been involved in your family such as counselors, assessors, teachers or other identified individuals. Information gathered will be considered and may be included in written reports provided.
- **Arbitrator:** The Parenting Coordinator is a trained Arbitrator and offers this service to the parents if agreed to in advance (See page 4, “Arbitration”).

II. The Parenting Coordinator **does not provide legal advice**, nor does she provide legal counsel. Each party is advised to retain his/her own legal counsel in order to be properly informed about his/her legal interests, rights and obligations.

### III. **The Parenting Coordinator agrees to:**

- See each parent individually for an initial session (parents must arrange their appointments based on recommendations of the Parent Coordinator)
- See the parents together (parents must arrange all joint appointments based on recommendations of the Parent Coordinator)
- See children individually or together (as requested and recommended by the Parent Coordinator)
- Engage in phone conferences with all parties present (parents must arrange all telephone conferences).
- Receive and review all correspondence as long as each party receives a copy. (Individual, confidential correspondence will not be received). Correspondence shall be dated and sent by mail, email or facsimile.
- Follow any instructions in provided in a Court Order.
- Work with the family for a minimum period of \_\_\_\_\_ unless one of the following situations is to be considered:
  - a) Time-lines are identified in a Court Order.
  - b) Progress is not being made relative to the issue(s) in dispute.

- c) The Parent Coordinator identifies the process as *not* appropriate for the family.
- d) Both the parents and the Parent Coordinator agree to terminate prior to the end of the agreement.
- e) The period of the agreement ends and one party would like to exit the process and no extension is requested.

IV. **Telephone Conferences:** Telephone conferences may be arranged, however they will be bilateral conferences.

V. **Exparte Meetings:** On rare occasions, one of the parents may request an individual meeting with the PC (or vice versa) If the PC meets Individually with one party, she will also meet with the other party. Issues that arise in the individual meeting will be discussed as directed by the PC.

VI. **Release of Information:** The parents will sign all releases of information required to implement the process. The parents shall provide all records, documentation and information requested by the Parenting Coordinator as soon as possible upon request. The Parenting Coordinator may not, however, request materials that are subject to solicitor and client privilege.

VII. **Communication:** Copies of all correspondences to the Parenting Coordinator must be mailed, faxed, emailed, or hand delivered to the other parent with a "cc" noted on the correspondence unless otherwise directed by the Parenting Coordinator.

VIII. **Appointments:** Appointments with the Parenting Coordinator 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 every effort to be available for appointments when requested by the other parent or the Parenting Coordinator.

VIII. **Collateral References:** We authorize the Parenting Coordinator to consult with professionals and other who have information about us or our child(ren) such as therapists, custody evaluators, school teachers, etc. and agree that such information received may be considered by the Parenting Coordinator (if the PC enters into the Arbitration role) and forwarded to an external Arbitrator if relevant to an Arbitration hearing.

XI. **Fees:** We agree and are aware that service invoices will include the following:

- All communication including reading materials provided, telephone conferences, consultations with third parties, consultations with legal counsel, individual and joint sessions for parents, child sessions, long

distant calls, fax charges, and any other costs related to managing your file. The above services will be charged out at an hourly rate.

- The parties agree that they shall pay the Parenting Coordinator her hourly rate agreed to and identified within this document for any and all court related work. This shall include *all time taken* for preparation and any written reports, letters, attendance at discovery, attendance at court or an arbitration hearing or any other activity related to either party where the PC has been required and/or requested to engage.
- The parents agree to pay the Parenting Coordinator in the following way
  - 50/50
  - Proportionate to our incomes \_\_\_\_\_  
 Parent 1                                  Parent 2
  - Other \_\_\_\_\_  
 Parent 1                                  Parent 2
- The parents agree they will provide a retainer to the Parent Coordinator in the amount of \$1000.00 per parent. The parents will only be charged for services used. The Parent Coordinator will make appropriate withdrawals and keep the parents apprised of their accounts. If there is a joint session planned and one of the parents does not attend or give appropriate notice for cancellation, the “no show” parent will be responsible for both parents’ portions of the session fee. Non-payment will result in suspension of service.
- Due to this being a specialized service where children are involved and the Parent Coordinator requires 48 hours notice for cancellations. If appropriate notice is not provided, parties will be billed for the time booked with the Parent Coordinator. If one party does not attend, and the other does, the party not in attendance will be responsible for the fee related to the scheduled time.
- Neither party shall record (video, audio etc.) any conversations or PC sessions for any reason. The PC may record an Arbitration Hearing. Any recording initiated by the PC is solely for the use of the Parenting Coordinator and a copy shall not be provided to the parties.

### **Decision-making – What is necessary?**

As part of this agreement, a **CONSENT ORDER for appointing Lorri Yasenik as Parenting Coordinator is necessary**. It is a short document that outlines the jurisdiction for decision-making. Having a list of items that both parties agree to for assistance in decision-making provides the PC with the scope and limitations regarding decision-making. A sample Consent Order is

provided so that parties can identify topics of decision-making regarding parenting (see attached) Some parents have a court ordered appointment for PC, but the jurisdiction (list of items the PC may assist in re: decision-making) may not be defined. (Sample Consent Order will be provided).

### **. Arbitration**

- a) The parents agree they will make every effort to resolve the parenting issues by way of negotiation with the Parenting Coordinator. If it becomes apparent that the parents require a decision they shall enter into an Arbitrated process.

In the event that no agreement is reached by the parties on all or some of the issues between them, they jointly hereby appoint the said Lorri Yasenik as sole Arbitrator to decide by way of Final Decision all outstanding issues between them. This appointment as Arbitrator shall be under the *Arbitration Act* of Alberta and the Arbitrator shall be entitled to use all and any statements made by the parties and documents and materials provided by them in the course of mediation, in arriving at her decision, despite the fact that such evidence may not have been obtained or given in accordance with the usual rules of evidence. The Award handed down to the parties shall be considered as a Final Award under the said *Arbitration Act*.

- b) This appointment shall be for a \_\_\_\_\_ period or until terminated by agreement of both parties, by the Arbitrator resigning from the appointment or by her removal or replacement by court order.
- c) The Arbitration shall take place in Calgary, Alberta and the laws of Alberta and the Divorce Act (Canada) shall be applicable. The Arbitration may with agreement of the parties or at the direction of the Arbitrator take place by teleconference when either or both of the parties or the Arbitrator may be absent from the province. However, if a face to face meeting is required, it will take place in Calgary, Alberta.
- d) The Arbitration shall be subject to the Arbitration rules promulgated by the Alberta Arbitration and Mediation Society, as amended from time to time or as otherwise agreed by the parties or as directed by the Arbitrator (copy attached).
- e) The Arbitration hearings shall take place at a time and place set by the Arbitrator.
- f) The Arbitration hearings shall be initiated by either party contacting the office of the Arbitrator in writing setting out the nature of the issue that party wishes to resolve, with a copy to the other party. The Arbitrator shall

- as quickly as possible thereafter set up a telephone conference call to establish the process to be followed, to lead up to the hearing of that issue, e.g., time, date, and place of hearing, times and dates of exchange of documents, submissions, responses etc. and give interim directions, concerning nature of the hearing, formal, informal, recorded etc. and the nature of the evidence to be received, written, oral etc.
- g) The Arbitrator shall then hold a hearing or receive written submissions as the case may be and provide each party with a full opportunity to present their case.
  - h) The Arbitrator shall make her decision in writing (The Award) and issue the same within 30 days of the last day of the hearing or if written submissions are presented, within 30 days of the last submission being presented to her (except on the question of costs which may or may not, as the Arbitrator directs be spoken to after the decision is issued on the substantial matter(s)).
  - i) The Arbitrator shall decide the matter of costs between the parties and if she finds that one or the other of the parties has been frivolous in bringing a matter to a hearing may award full costs, including solicitor and client costs if legal counsel is involved.
  - j) The decision of the Arbitrator shall be final on all matters and no appeal shall be taken there from except as provided by the *Arbitration Act of Alberta*.
  - k) Upon either party submitting an issue to the Arbitrator for decision, that party shall deposit with the Arbitrator on account of her fees, the sum of \_\_\_\_\_. Within 7 days of being notified by the Arbitrator of an issue to be arbitrated, the other party shall also deposit with the Arbitrator the same amount of \_\_\_\_\_ on account of her fees. Thereafter, depending on the magnitude of the question, the parties and the estimated time needed for the hearing and to draft the written decision the parties shall make such further deposits on account of fees as the Arbitrator shall direct. The arbitration fees shall be charged at her currently published rate which at present time is \_\_\_\_\_ per hour. Any overpayment will be refunded by the Arbitrator.
  - l) If either party fails to make the above mentioned deposit with the Arbitrator on account of her fees so that the matter is stalled, then the initiating party at his/her option may make the outstanding deposit on account of the defaulting party and the Arbitrator shall deal with that in her order to costs. The Arbitrator in any event shall have a lien on his decision (award) so that the same is not issued until all his outstanding fees- disbursements are paid. After notification that the written decision is ready to be issued,

the 30 day time limit shall stop running until those fees and disbursements are paid, in order to avoid any loss of jurisdiction.

- m) If one party follows through with the Arbitration process directions as outlined above and the other party chooses not to participate or attend, that party will not be heard and the Arbitration will proceed without that party. A decision shall be made in the absence of the party.
- n) The parties have agreed that in any event before referring any issue to the Arbitrator for decision, they will negotiate fully with each other in good faith in an attempt to resolve the matter in question and if either of them fails to do so, the Arbitrator may take that factor into account in deciding the matter of costs.
- o) Unless otherwise ordered, no complaint may be made to the professional body governing the practice of the expert until the intervention is complete and in no event may such a complaint be filed without prior leave of the Court on notice to the expert and not such terms as the Court may direct in considering whether or not to grant leave, the Court shall require the party seeking leave to make out a *prima facie* of fraud, gross negligence or wilful misconduct against the expert and shall not grant leave unless satisfied that this requirement has been met.

We have read, understand and agree to each of the provisions in this agreement.

Signed by

_____	_____	_____
Parent	Witness	Date

_____	_____	_____
Parent	Witness	Date

_____	_____	_____
Parenting Coordinator Lorri A. Yasenik, Ph.D., RSW, RFM Registered Parenting Coordinator- Arbitrator	Witness	Date