

## PARENTING COORDINATION AGREEMENT

**Definition of Parenting Coordination:** Parenting coordination is a child-centered, hybrid dispute resolution process for families, where a qualified professional facilitates the timely and effective resolution of disputes related to the children and their care. During major transitions such as the restructuring associated with separation and divorce, parenting coordination can dramatically reduce the amount of tension and conflict that a family experiences.

Drawing from experience and training in child development, family systems theory, psychopathology, addictions, domestic violence, mediation, arbitration and family law, the objective of the parenting coordinator is to help the clients resolve various differences and areas of conflict, and to assist all members of the family develop healthy, functional relationships with each other, within the parameters of their family structure. The best interests of the children are paramount at all times, and all interventions will accommodate and balance, as much as possible, the interests of all family members.

In addition to intervening directly with a family, the parenting coordinator also coordinates the efforts of other professionals engaged in helping a family.

Key components of the parenting coordination process that are often not required, but are critical to have available, are: the authority to make decisions on certain issues if the caregivers cannot agree, the ability to impose consequences if agreements or directives are not adhered to, the ability to apportion fees when warranted, and the stipulation that one of the clients cannot unilaterally end the process.

**DECISION MAKING:** If the caregivers are unable to agree on a child related issue that needs to be decided within a certain time period, the parenting coordinator will make a determination.

**EXAMPLE:** When caregivers are unable to agree on things such as Christmas or summer vacation schedules, participation in extra-curricular activities, minor schedule changes to accommodate major family functions, etc, the parenting coordinator will do everything possible to help the caregivers come to an agreement. However, if that is unsuccessful and a timely determination is required, the parenting coordinator will make a decision so the family can move forward and get back to their regular functioning.

**CONSEQUENCES:** For any process or relationship to work, there must be adherence to agreements, rules, guidelines, Orders, etc. If no consequence is imposed when they are not adhered to, the process or relationship begins to break down and further breaches will likely occur.

**EXAMPLE:** It has been determined, by agreement or otherwise, that a particular child will participate in both hockey and a singing/dancing performance company. The parents are to take the child to the scheduled activities whenever he/she is in his/her care. Without a consequence, one or both caregivers may repeatedly undermine the child's attendance at the activity of which they are not very supportive. A reasonable consequence would be for the offending parent to pay \$100 towards extra singing/dance lessons or towards extra hockey training, depending on which activity was missed. These consequences provide as much restitution as possible to the child, and the caregiver who is reasonably upset about the missed activity is appeased. Hopefully, defining such a consequence in advance will deter breaches.

**APPORTIONING FEES:** Many disagreements stem from legitimate values, desires and perspectives that are simply different from one another. However, in some situations, one person is doing everything possible to resolve an issue and the other person is being completely unreasonable. Without the ability to apportion fees, one person could potentially use the parenting coordination process to financially abuse the other.

**EXAMPLE:** An Order exists that stipulates that the parents are to share the Christmas vacation period equally and who the children are with for Christmas Eve and Christmas morning alternates each year. One parent sends the other an email in late November seeking to determine the Christmas vacation schedule. He/she indicates that his/her schedule is completely flexible and is willing to accept whatever the other person wants as long as he/she gets half of the time and that the children will be with him/her Christmas Eve and Christmas morning, because they were with the other parent the previous year. Let's say that after several appropriately worded emails and voicemails over a period of several weeks, the other parent has refused to respond, or has provided a schedule that does not comply with the Order. When the frustrated parent seeks the assistance of the parenting coordinator, it would be unfair for him/her to have to pay for the intervention. (Note that having a parenting coordinator in place to deal with such a situation saves the parent from having to initiate expensive court action to have the issue resolved by a judge who has no background or experience with the particular family.)

**MAINTAINING THE PROCESS:** Mediation and counselling are usually effective processes, but the unilateral disengagement of one of the participants prevents everyone from receiving the benefits. Because parenting coordination is used to protect the well being of the children, the process cannot be unilaterally terminated by one of the caregivers. If someone disengages or refuses to pay, the process will continue in his or her absence.

Initials \_\_\_\_\_

This is an agreement between **FN1 LN1** and **FN2 LN2** (the clients) and the CALGARY CO-PARENTING CENTRE (CCPC). The Calgary Co-Parenting Centre's primary representative will be PC's NAME (the parenting coordinator).

**General Objectives:** FN1 and FN2 have willingly agreed to use the process of parenting coordination to ensure that issues arising from their roles as parents and co-parents are effectively addressed in a timely manner, so that their **children**, Children Names, can enjoy a relatively conflict free environment and a good quality relationship with each of **their** parents. In addition to resolving some existing issues, and having a process for resolving future issues, FN1 and FN2 will endeavour to learn how to co-parent more effectively through improved communication, interest based negotiation, collaboration and the establishment of useful strategies and procedures. The parenting coordination process will create an opportunity for tension and mistrust to subside, and for tolerance and understanding to develop.

The provisions of this agreement are as follows:

**Role of the Parenting Coordinator:** In addition to what is described on the previous page in the Definition of Parenting Coordination section, the parenting coordinator will:

- facilitate discussions associated with various co-parenting issues that they are currently struggling with, and which may arise from time to time, including potential modifications or clarifications to their existing co-parenting agreement
- facilitate communication between both parents and assist with developing strategies to improve communication over time
- facilitate discussions about parenting styles and discipline, to establish appropriate consistency balanced with tolerance and understanding of reasonable differences
- assist as needed with periodic variations from the regular parenting schedule and with determination of schedules when the regular schedule doesn't apply
- facilitate discussions associated with extra curricular activities and assist with developing strategies for collaboratively selecting, registering, and participating in various activities
- ensure that agreements are adhered to and that commitments are fulfilled

**Scope of the Parenting Coordinator's Decision Making Role:** When trying to resolve each issue, the parenting coordinator will work very hard to get agreement. In the event that FN1 and FN2 remain at an impasse and a decision needs to be made, the parenting coordinator accepts the responsibility for making a choice that **he/she** feels is in Children Names's best interests. The parenting coordinator's recommendation will be used to overcome impasses on issues associated with the following:

- periodic variations from the regular parenting schedule, including temporary trials of different parenting schedules
- scheduling of vacations and determination of parenting schedules during Christmas and other times that regular parenting schedule doesn't apply
- transition and transportation logistics
- schedules and logistics associated with special days such as birthdays, Halloween, Mother's Day and Father's Day, etc
- extra curricular activities
- educational decisions
- counselling, group programs, specialized training, and medical needs
- determination of consequences as necessary

Recommendations of the parenting coordinator, if not voluntarily accepted by the parents, can be imposed as an award pursuant to the Alberta Arbitration Act. In determining an award, further hearings may or may not be required, at the discretion of the parenting coordinator. Either party may appeal a decision of the parenting coordinator to the Court de novo, but the decision shall be binding in the interim. Note that the parenting coordinator will not offer legal advice, and each party is advised to, if necessary, retain their own counsel in order to be properly counseled about their legal interests, rights, and obligations.

Determination of the long term parenting schedule and residency of the children is outside the scope of the parenting coordinator's decision-making role. If this remains an issue, the parents will have to get a ruling from the Court, and a bi-lateral assessment may be required in advance of a Court determining the matter.

**Appointment Configurations:** In consultation with the clients, the parenting coordinator will request, at **his/her** discretion, appointments with various family members either individually or in some combination of multiple members. Most sessions will be joint sessions with both FN1 and FN2; however, some individual sessions with one party or the other may be required, or sessions with any combination of family members may be requested. In some instances, persons outside of the nuclear family may be asked to participate and attend. In most cases, appointments will take place in person at the parenting coordinator's office, or some other mutually acceptable location. For urgent matters, interventions can be provided remotely via telephone or email. Remote interventions will be billed at the same hourly rate as in person meetings.

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**Termination of Services:** With mutual consent of both clients, the services of the parenting coordinator can be terminated at any time. However, if only one party is dissatisfied and wants to terminate services, parenting coordination will continue until such time as an alternative is found that is mutually acceptable to both clients, and then put in place. The onus for finding an alternative falls to the person who is dissatisfied and wants a change. If the other person refuses to agree to a suitable alternative, the parenting coordinator can make a recommendation. Time expended by the parenting coordinator and other agency personnel in dealing with a unilateral disengagement will be charged for at a rate of \$250 per hour. For the children's sake, it is imperative that the clients agree to cooperate as much as possible with the process and with the attendance of appointments. In the event that the Calgary Co-Parenting Centre needs to temporarily or permanently replace the above primary representative, this agreement continues in force with a new parenting coordinator. The agency will endeavour to ensure there is a smooth transition and that both clients are comfortable with the new person.

**Admissibility / Inadmissibility:** Consistent with the standard practices of mediation, it is agreed and understood that all general discussions associated with the parenting coordination process are without prejudice. More specifically, brainstorming ideas, solutions that are tried temporarily and then abandoned, etc, are not admissible in future legal proceedings. Solutions and agreements that are anticipated to endure are admissible. In the event that one of the clients disengages from the process, or fails to cooperate with the process, the parenting coordinator will be entitled to provide a written report that is admissible to the Court. The cost for writing the report and the cost for appearing in Court, if required, will be apportioned to the party that disengaged and/or failed to cooperate. The rate will be at the maximum hourly rate and all time and expenses incurred will be billed.

**Disclosure of Information:** It is understood that, in order for the process to work, open and honest communication is essential. It is agreed that each party will provide full disclosure of all relevant and pertinent information. In the event that there is a discrepancy on a significant issue, the clients may be asked to substantiate the accuracy of their information. Also, the clients hereby authorize the release of information from all previous and current therapists, evaluators, and school personnel directly to the parenting coordinator. Note that usually therapists, evaluators, etc will require, for their own file, a release of information form to be signed.

**Confidentiality:** In order to promote open and honest communication and disclosure, a high level of confidentiality will apply. It is understood that the parenting coordinator is ethically and legally required to breach confidentiality if he/she believes that a child is in need of protection or if either party is at risk of being harmed. Note that in such instances, only pertinent information is disclosed and general confidentiality is still maintained. Similarly, the parenting coordinator may on occasion have dealings with other professionals such as therapists, police, judges, school personnel, coaches, etc. In these situations pertinent information will be disclosed and general confidentiality will be maintained. In the course of assisting a family, the parenting coordinator often communicates with the clients individually and may also have sessions with one of the clients absent. In doing so, the parenting coordinator will model and promote open and honest communication and disclosure. In general, unless the parenting coordinator feels that disclosure is necessary and will benefit the family as a whole and improve the environments in which the children live, confidentiality will be maintained.

**Fees:** The clients agree to share the cost of the parenting coordination services according to the terms of the attached Fee Arrangement.

EACH OF THE UNDERSIGNED PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT AND THEY ARE ENTERING INTO THIS AGREEMENT ON THEIR OWN FREE WILL AND VOLITION. EACH HAS HAD AN OPPORTUNITY TO OBTAIN INDEPENDENT LEGAL ADVICE REGARDING THE FOREGOING TERMS.

Executed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
in \_\_\_\_\_.

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