

PARENTING COORDINATION AGREEMENT (Rev. 1.2)

This is an agreement between _____ and _____ (the parties) and _____ (the parenting coordinator). The parties have entered into parenting coordination with the intention of improving various aspects of their parenting and co-parenting relationships.

The provisions of this agreement are as follows:

Role of the Parenting Coordinator: The role of the parenting coordinator is to assist the parties in resolving 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.

Potential Interventions: The parenting coordinator will utilize at his/her discretion various interventions in order to assist the family to achieve their goal of more cooperative and collaborative functioning. Interventions may include, but are not limited to, education, therapeutic counselling, mediation, and arbitration*. **By this agreement and pursuant to section 44(1) of the Alberta Arbitration Act, 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.*

Appointment Configurations: In consultation with the parties, the parenting coordinator will request, at his/her discretion, appointments with various family members either individually or in some combination of multiple members. While most sessions will be joint sessions with the two parents, individual sessions with one of the parents or one of the children may be requested, 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.

Termination of Services: With mutual consent of both parties, 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 parties. For the children's sake, it is imperative that the parties agree to cooperate as much as possible with the process and with the attendance of appointments. To help deter the premature and inappropriate disengagement by one of the parties, a retainer, equal to four times the agreed hourly rate, will be held by the parenting coordinator and used to fund ongoing services in the event that one party unilaterally ceases to participate.

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 parties 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.

Initials _____

