

## Dr. Lorri Yasenik Counselling and Mediation Services

1316 15<sup>th</sup> Ave SW, Calgary Alberta T3C 0X7

Tel: 403-228-0011 Fax: 403-245-5993

### AGREEMENT TO MEDIATE

This is an agreement between \_\_\_\_\_ and \_\_\_\_\_ and Lorri A. Yasenik as mediator. The parties have entered into mediation with Lorri A. Yasenik Ph.D., RSW with the intention of reaching a consensual agreement regarding matters related to separation of property and assets and/or creating a parenting plan.

The provisions of this agreement are as follows:

- I. The mediator is the neutral facilitator who will assist the parties to reach their own agreement. She will not make decisions about “right” or “wrong” or tell the parties what to do.
- II. The mediator does not offer legal advice, nor does she provide legal counsel. Each party is advised to retain his/her own counsel in order to be properly counselled about his/her legal interest, rights and obligations.
- III. It is understood that in order for mediation to work, open and honest communication is essential. Accordingly, all written and oral communications, negotiations, and statements made in the course of mediation will be treated as privileged settlement discussions and are absolutely confidential. Therefore:
  - A. The mediator will not reveal anything discussed in mediation without the permission of both parties. It is understood that she is not required to maintain confidentiality if she has a reason to believe that a child is in need of protection or if either party is in danger of bodily harm.
  - B. The parties agree that they will not at any time before, during, or after mediation call the mediator as witness in any legal or administrative proceeding concerning matters discussed in mediation. To the extent that they may have a right to call the mediator, that right is hereby waived.

- C. The parties agree not to subpoena or demand the production of any records, notes, work product, or the like of the mediator in any legal or administrative proceeding concerning matters discussed in mediation. To the extent that they may have a right to demand these documents, that right is hereby waived.
  - D. If, at a later time, either party decides to subpoena the mediator, the mediator will move to quash the subpoena. That party agrees to reimburse the mediator for whatever expense she incurs in such an action (including legal fees) plus \$300.00 per hour for all time that is taken by this matter.
  - E. The exception to the above is that this agreement to mediate and any written agreement made and signed by the parties as a result of mediation may be used in any relevant proceeding, unless the parties make a written agreement not to do so.
- IV. It is understood that full disclosure of all relevant and pertinent information is essential to the mediation process. Accordingly, there will be a complete and honest disclosure by each of the parties to the other and to the mediator of all relevant information and documents. This includes providing each other and the mediator with all information and documentation that usually would be available through the full discovery process in a legal proceeding. If either party fails to make such full disclosure, then the agreement reached in mediation may be set aside.
- V. While both parties intend to continue with mediation until an agreement is reached, it is understood that either party or both parties may withdraw from mediation at any time. It is agreed that if one or both parties decide to withdraw from mediation, best efforts will be made to discuss this decision in the presence of both parties and the mediator.
- VI. If the mediator determines that it is not possible to resolve the issues through mediation, the process can be terminated once this has been conveyed to the parties and mediator.
- VII. When an agreement is reached, the mediator will prepare a Mediation Report. Each party is advised to review this with his/her own counsel before the agreement is placed in final form and signed by the parties. This will be done by counsel and not by the mediator. The mediator will sign the Mediator's Report and provide it to the parties so that they may then meet with their respective legal counsel.

- VIII. The parties agree to share the cost of the mediation fee including the time spent to complete the Mediation Report (unless otherwise negotiated). The mediation fee is \$300.00 per hour including time spent on matters outside of the mediation sessions. The parties understand and have read and signed the attached fee schedule agreement, which outlines the fees that may be incurred outside of the hourly session fees. The Pre-mediation individual session fee (prior to the joint session) is \$250.00 .
- VIII. The parties agree to provide 2 business days notice for cancellations. The party cancelling is responsible to inform the Mediator and the other party. If the cancelling party does not provide the agree-to notice that party shall be responsible for payment of the entire fee for the session. The Mediator agrees from –time –to-time to facilitate telephone conferences between the parties. If one party cannot be present for a session, the Mediator may agree to host the session with one party in the room and one party on the phone.

### **INVOLVEMENT OF CHILDREN**

- A. The mediator is a trained and Certified Child Psychotherapist and Play Therapist. The mediator and/or the parents may request a meeting with the child(ren). The role of the Mediator in the mediation process is not to act as the Child’s Therapist, rather the role is to gain the input of the child/ren so their parents may incorporate their points of view and potential needs in the decisions made on the children’s behalf.
- B. The parties have read, understand and shall sign the required Consent Forms to permit the involvement of their children when and if necessary or requested.
- C. The Parties are aware and understand the process of Informed Consent related to his/her involvement in mediation, and children’s involvement . A separate *Consent Form for Release of information* for the parties to sign will be requested by the mediator if the mediator is to consult, or contact any third parties in relation to assisting the parties. There are times when the parties ask the mediator (for example) to contact the child’s school on their behalf. Any information gathered shall be for the sole purpose of the parties and their decision-making process.

I have read, *understand* and *agree* to each of the provisions of this Agreement.

\_\_\_\_\_  
Name / Parent

\_\_\_\_\_  
Date

I have read, *understood* and *agree* to each of the provisions of this Agreement.

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Name/ Parent

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Date

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Mediator : Lorri A.Yasenik Ph.D., RSW

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Date