

## Family Law Parenting Coordination Processes

Between:

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And:

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And:

**John-Paul E. Boyd Q.C.,**  
John-Paul Boyd Arbitration Chambers

## Parenting Coordination Agreement

### Introduction

- A. Children are most likely to achieve their full potential if conflict between their parents is minimized.
- B. It is in the best interests of families to resolve disputes about children's parenting arrangements outside of court when possible.
- C. Parenting coordination is a child-focused dispute resolution process designed to: help parents implement the terms of a final order or agreement about the parenting arrangements for their children; help parents settle disagreements about parenting issues in a timely manner after a final order, award or agreement has been made; and, promote mutual understanding and reduce conflict between parents.
- D. Parents may agree to use parenting coordination to help implement the terms of a final order, award or agreement about the parenting arrangements for their children or the court may require parents to use parenting coordination.
- E. The parties to this agreement, their lawyers and the parenting coordinator for the implementation of the parenting arrangements that are the subject of this agreement intend to participate in parenting coordination honestly, cooperatively and in good faith, whether they have agreed or were ordered to use parenting coordination.

In consideration of John-Paul Boyd Arbitration Chambers providing parenting coordination services for the implementation of the parenting arrangements that are the subject of this agreement, \_\_\_\_\_ and \_\_\_\_\_ understand, acknowledge and agree to the following terms.

### **Agreement to parenting coordination**

1. \_\_\_\_\_ and \_\_\_\_\_ wish to resolve any issues that may arise from the implementation of the terms of their final order, award or agreement about the parenting arrangements for their children, referred to in this agreement as the Parenting Plan, without commencing or continuing any litigation.
2. This agreement is an arbitration agreement under the *Arbitration Act* of Alberta, for parenting coordination taking place in Alberta, or under the *Arbitration Act* of British Columbia, for parenting coordination taking place in British Columbia. It is effective when:
  - a) \_\_\_\_\_ and \_\_\_\_\_ have received independent legal advice about the meaning and consequences of the agreement, and the lawyers consulted by the parties have signed Certificates of Independent Legal Advice in the form attached to this agreement; and,
  - b) this agreement has been signed by all parties to the agreement and their lawyers.
3. The parenting coordinator for the implementation of the Parenting Plan is John-Paul E. Boyd Q.C. of John-Paul Boyd Arbitration Chambers, referred to in this agreement as the Parenting Coordinator.
4. The Certificates of Independent Legal Advice attached to this agreement are a part of this agreement.
5. This agreement may be signed in counterparts.

### **Waiver of right to litigate**

6. \_\_\_\_\_ and \_\_\_\_\_ waive their right to litigate any legal issues arising from the implementation of the Parenting Plan, subject to the rights of judicial review and appeal set out in the *Arbitration Act* of Alberta, for parenting coordination taking place in Alberta, or the *Arbitration Act* and the *Family Law Act* of British Columbia, for parenting coordination taking place in British Columbia.

7. On application by the parties, and subject to the court's discretion, the terms of this agreement may be incorporated into an order to be made with the consent of the parties, called a consent order.

### **Duties and role of Parenting Coordinator**

8. The Parenting Coordinator will help the parties resolve any issues arising from the implementation of the Parenting Plan in a way that helps to promote the best interests and wellbeing of the children and minimize conflict between the parties.
9. The Parenting Coordinator will:
  - a) remain independent and impartial in all contacts with \_\_\_\_\_, \_\_\_\_\_ and their lawyers;
  - b) treat \_\_\_\_\_ and \_\_\_\_\_ fairly and equally; and,
  - c) not advance the interests of one party over those of the other, or over the interests of the children.
10. The Parenting Coordinator may:
  - a) assist with the implementation, maintenance and monitoring of the terms of the Parenting Plan;
  - b) settle anticipated or actual conflicts in the children's scheduling;
  - c) clarify and resolve different interpretations of or ambiguities in the Parenting Plan, and develop new provisions to address circumstances that were not anticipated;
  - d) monitor the children's adjustment to the Parenting Plan;
  - e) facilitate the children's relationship with each party;
  - f) assist the parties in communicating more effectively with one another;
  - g) facilitate the exchange of information about the children and their routines;
  - h) resolve disputes about the education of the children, including in relation to a child's special needs if any;
  - i) resolve disputes about the participation of the children in extracurricular activities

and special events;

- j) resolve disputes about the temporary care of the children by someone other than a party or a person who has contact under the Parenting Plan;
  - k) resolve disputes about the routine medical, dental or other health care of the children;
  - l) resolve disputes about the discipline of the children;
  - m) resolve disputes about the transportation or exchange of children between the parties and persons with contact, and assist in developing arrangements for the transport of clothing, equipment, toys and personal possessions between the parties' households;
  - n) resolve disputes about the sharing of parenting time on holidays and special occasions;
  - o) subject to paragraph 14, provide the additional services identified in the list attached to this agreement;
  - p) report to the court on the status of the parenting coordination process, disputes arising in the process and the parties' compliance with the process, as may be ordered by the court or agreed to by the parties; and,
  - q) report to the court on the status of agreements reached and determinations made during the parenting coordination process, as may be ordered by the court or agreed to by the parties.
11. \_\_\_\_\_ and \_\_\_\_\_ understand and agree that while the Parenting Coordinator is a lawyer, he is not acting as legal counsel for either party and is not providing legal advice to either party.

### **Powers of Parenting Coordinator**

12. The Parenting Coordinator may:
- a) meet with the parties jointly or individually, and/or with the children as and when the Parenting Coordinator decides it is appropriate;
  - b) coach the parties about communication with each other and with the children, with the long-term goal of helping the parties resolve parenting issues without the involvement of the court or other people;

- c) refer the parties to resources about parenting, communication techniques and/or dispute resolution;
  - d) consult with other professionals about parenting issues and the Parenting Plan, including other parenting coordinators, counsellors and mental health professionals and independent legal counsel;
  - e) require the parties to provide him with the original copies of the children's passports and signed travel permissions;
  - f) subject to paragraph 14, take the additional steps identified in the list attached to this agreement;
  - g) attempt to resolve an issue relating to the Parenting Plan referred to him by either or both parties by the agreement of the parties, in the information-gathering and agreement-building phase of parenting coordination; and,
  - h) if agreement cannot be reached on an issue referred to him, resolve the issue by making a determination that is binding on the parties, in the determination-making phase of parenting coordination.
13. The Parenting Coordinator may consult, meet with or obtain information from other people, including the parties' lawyers, family members, care providers, school personnel, counsellors, therapists and health care professionals. The parties will give their consent and sign such authorizations and releases as may be necessary for the Parenting Coordinator to consult, meet with or obtain information from other people.
14. The Parenting Coordinator may not:
- a) make substantial or permanent changes to arrangements for parenting time or contact set out in the Parenting Plan;
  - b) give parenting time or contact to someone who does not have parenting time or contact under the Parenting Plan;
  - c) create or change an obligation to pay child support with respect to any of the children;
  - d) change the arrangements for the guardianship of the children and the allocation of parental responsibilities set out in the Parenting Plan; or,
  - e) make determinations concerning the relocation of a party or the children.

### Duties of parties

15. \_\_\_\_\_ and \_\_\_\_\_ each agree to:
- a) make their best efforts to put the interests of their children ahead of their own;
  - b) make their best efforts to minimize the children's exposure to the conflict between them;
  - c) comply with their obligations under this agreement;
  - d) cooperate with the Parenting Coordinator and take part in the parenting coordination process in good faith;
  - e) promptly produce any information, records and documents that the Parenting Coordinator may request; and,
  - f) sign such authorizations and releases as may be required for the Parenting Coordinator to contact and obtain information from other people and to authorize other people to give information and documents to the Parenting Coordinator.
16. Once this agreement is signed, the parties will provide the Parenting Coordinator with:
- a) copies of all agreements, court orders and arbitral awards concerning the children and the Parenting Plan;
  - b) copies of all assessments concerning the children, including any expert opinions and evaluative reports concerning the children and/or the parenting capacity of the parties; and,
  - c) copies of all non-evaluative reports concerning the children, including any views of the child reports.

### Screening

17. The Parenting Coordinator may meet separately with either or both of \_\_\_\_\_ and \_\_\_\_\_ before the commencement of parenting coordination to screen for power imbalances and the risk or presence of family violence if either party is not represented by a lawyer, or if the parties' lawyers have not screened for power imbalances and the risk or presence of family violence.

18. The information obtained during the screening process, including any notes and records made by or for the Parenting Coordinator, is confidential and will not be disclosed to anyone for any purpose, except as may be required by law or by court order.
19. \_\_\_\_\_ and \_\_\_\_\_ consent to the screening process and will not raise the screening process as a procedural issue in any future court proceedings, including an application to cancel, stay or set aside any agreements made by the parties or determinations made by the Parenting Coordinator in the course of parenting coordination.

### **Lack of confidentiality**

20. The Parenting Coordinator works outside of solicitor-client privilege and therapist-patient confidentiality. None of the discussions between the Parenting Coordinator and the parties and their lawyers, except those relating to the screening process, are privileged or confidential.
21. Statements made and information given to the Parenting Coordinator by the parties and by other people are not confidential.
22. The Parenting Coordinator may withhold from one or both parties statements made and information given to him by
- a) the children, if those statements are made in confidence,
  - b) counsellors, therapists and other mental health professionals, and
  - c) teachers, social workers, family members and other people,
- if, in his view, disclosure of the statements and information may be harmful to the children's relationship with either party or compromise the children's relationships with other people.
23. \_\_\_\_\_ and \_\_\_\_\_ acknowledge that the Parenting Coordinator may be required to disclose information obtained during the parenting coordination where the Parenting Coordinator believes that:
- a) a child is suffering or at risk of harm, under the *Child, Youth and Family Enhancement Act* of Alberta or under the *Child, Family and Community Service Act* of British Columbia; or,

- b) there is an imminent risk of death or serious physical or psychological harm to an identifiable person or group and the disclosure is necessary to prevent such death or harm.

#### **No recording without disclosure and consent**

24. Although the parenting coordination process is neither privileged nor confidential, \_\_\_\_\_, \_\_\_\_\_ and the Parenting Coordinator agree that they will not make any audio or visual recordings of their conversations and other interactions with each other, unless they have first:
- a) disclosed their intention to record a conversation or other interaction; and,
  - b) obtained the express consent of the other party or parties to the proposed recording of the conversation or other interaction.

#### **The information-gathering and agreement-building phase**

25. If a disagreement arises between \_\_\_\_\_ and \_\_\_\_\_ from the implementation of the Parenting Plan that they are unable to resolve on their own, either or both parties may notify the Parenting Coordinator about the issue.
26. The Parenting Coordinator will consult and/or meet with the parties to gather information about the issue and try to resolve the issue by the agreement of the parties. The timing, frequency, location and format of these consultations and meetings will be determined by the Parenting Coordinator.
27. The Parenting Coordinator may discuss the issue with the children, in the presence of one or both parties or in the presence of neither party, as the Parenting Coordinator deems appropriate.
28. If agreement is reached resolving the issue, the Parenting Coordinator will confirm the terms of the agreement in writing. If the Parenting Coordinator considers it appropriate, he will prepare a written memorandum of agreement which the parties will sign.
29. Agreements reached in the information-gathering and agreement-building phase are binding on the parties, and can only be changed:
- a) if there has been an important change in circumstances since the agreement was reached; or,



- b) with the agreement of both parties, whether or not there has been an important change in circumstances since the agreement was reached.

### **The determination-making phase**

30. Parenting Coordinator may make a determination resolving a disagreement between \_\_\_\_\_ and \_\_\_\_\_ arising from the implementation of the Parenting Plan if:
- a) the parties are unable to reach an agreement resolving the issue;
  - b) \_\_\_\_\_ or \_\_\_\_\_ chooses not to participate in the information-gathering and agreement-building phase with respect to the issue; or,
  - c) the issue is urgent and there is, in the view of the Parenting Coordinator, not enough time to reach an agreement on the issue through the information-gathering and agreement-building phase.
31. The Parenting Coordinator will make determinations:
- a) by applying the law of Alberta;
  - b) by applying the law of British Columbia;
  - c) by applying the law of the jurisdiction identified in the page attached to this agreement;
  - d) on grounds of conscience;
  - e) on grounds of equity and fairness; or,
  - f) on the basis identified in the page attached to this agreement.
32. The Parenting Coordinator will decide, in consultation with the parties if time permits, how the determination-making phase will be conducted, including:
- a) the issue or issues to be determined;
  - b) whether a hearing is required to determine the issue or issues, and, if so, the time, date and place of the hearing and whether the hearing will be conducted in person, by telephone or by videoconference;

- c) whether evidence must be presented to determine the issue or issues, and, if so, whether all or some of the evidence must be presented through oral evidence or written statements; and,
  - d) whether expert evidence is required to determine the issue or issues, and, if so, the expert who will be asked to provide evidence, the questions to be addressed by the expert and how the parties will pay for the expert's fees and expenses.
33. The Parenting Coordinator may rely on any documents and information obtained and exchanged during the information-gathering and agreement-building phase in making determinations.
34. The Parenting Coordinator will make a written award determining the issue or issues as soon as possible. \_\_\_\_\_ and \_\_\_\_\_ agree that the award will provide only summary reasons for the Parenting Coordinator's determinations.
35. Subject to and as required by the *Arbitration Act* of Alberta, for parenting coordination taking place in Alberta, or the *Arbitration Act* and the *Family Law Act* of British Columbia, for parenting coordination taking place in British Columbia, \_\_\_\_\_ and \_\_\_\_\_ agree that the Parenting Coordinator's decisions in the determination-making process are binding upon them.

#### **Appeals and further court proceedings**

36. A determination may be appealed by a party in accordance with section 44 of the *Arbitration Act* of Alberta, for parenting coordination taking place in Alberta, or in accordance with section 19 of the *Family Law Act* of British Columbia, for parenting coordination taking place in British Columbia.
37. The parties acknowledge that the Parenting Coordinator may be compelled by a party to give evidence in appeal and other litigation proceedings concerning this parenting coordination process, the conduct of the parties, and the Parenting Plan. The party who calls the Parenting Coordinator to give evidence agrees to pay to the Parenting Coordinator the sum of \$425 per hour, plus any applicable taxes, for all time spent by the Parenting Coordinator as a result of being called as a witness, including time spent reviewing his file and preparing to give evidence, whether or not the Parenting Coordinator actually testifies in the litigation proceeding.

#### **Termination of agreement and resignation of Parenting Coordinator**

38. Neither \_\_\_\_\_ nor \_\_\_\_\_ may unilaterally terminate this agreement. The Parenting Coordinator will continue the parenting

coordination process even though a party no longer wishes to participate or has ceased to participate. However:

- a) if the parties agreed to use parenting coordination to implement the Parenting Plan, they may agree to terminate this agreement and end the parenting coordination process by making a further written agreement;
- b) if the parties were ordered to use parenting coordination to implement the Parenting Plan, the parties may either
  - i. agree to terminate this agreement and end the parenting coordination process using the procedure provided in the order, or
  - ii. apply to court for an order terminating this agreement and ending the parenting coordination process if no such procedure is provided in the order;

and,

- c) if the parties were directed to use parenting coordination to implement the Parenting Plan by an arbitral award, the parties may either
  - i. agree to terminate this agreement and end the parenting coordination process using the procedure provided in the award, or
  - ii. apply to their arbitrator for an award terminating this agreement and ending the parenting coordination process if no such procedure is provided in the award.

39. The Parenting Coordinator may at any time resign his appointment as parenting coordinator by providing written notice of his resignation to the parties.

#### **Appointment, deposit, retainer and fees of Parenting Coordinator**

40. \_\_\_\_\_ and \_\_\_\_\_ jointly appoint and retain the Parenting Coordinator for a term of 24 months.
41. The Parenting Coordinator may consent to be appointed and retained for further terms of no more than 24 months by court order, arbitral award or the parties' agreement.
42. \_\_\_\_\_ and \_\_\_\_\_ agree that the Parenting Coordinator will be paid \$425 per hour, plus GST, for all work performed by the Parenting Coordinator in relation to the parenting coordination process, including conferences, meetings, telephone calls, correspondence, drafting documents, reviewing documents and other services. There will be a minimum charge of one hour for any day

when a conference or meeting is held, whether the conference or meeting is held in person, by teleconference, by videoconference or by other means.

43. \_\_\_\_\_ and \_\_\_\_\_ also agree that John-Paul Boyd Arbitration Chambers will be reimbursed for all necessary expenses incurred by the Parenting Coordinator or John-Paul Boyd Arbitration Chambers in relation to the parenting coordinating process, including boardroom booking fees, equipment rentals, photocopying when professional printing services are used and similar expenses, as well as the cost of any hotel accommodations incurred when the Parenting Coordinator is required to travel outside Calgary, Alberta and overnight accommodation is necessary. John-Paul Boyd Arbitration Chambers will not be reimbursed for other expenses incurred when the Parenting Coordinator is required to travel, including for travel time, airfare (except when the Parenting Coordinator receives notice of the requirement to travel less than 15 days ahead of the date of travel), mileage and similar expenses.
44. Cancellation fees will be charged when a conference or meeting is cancelled by one or both parties.
- a) If notice of the cancellation is received by the Parenting Coordinator between 7 days and 48 hours before the start of the conference or meeting, the parties will be charged a fee of \$425, in addition to the Parenting Coordinator's time spent preparing for the conference or meeting and any nonrefundable expenses incurred by the Parenting Coordinator or John-Paul Boyd Arbitration Chambers for the purposes of the conference or meeting including boardroom booking fees, equipment rentals and similar expenses; and,
- b) if notice of the cancellation is received by the Parenting Coordinator less than 48 hours before the start of the conference or meeting, the parties will be charged a fee of \$850, in addition to the Parenting Coordinator's time spent preparing for the conference or meeting and any nonrefundable expenses incurred by the Parenting Coordinator or John-Paul Boyd Arbitration Chambers for the purposes of the conference or meeting, including boardroom booking fees, equipment rentals and similar expenses.
45. Before the Parenting Coordinator begins to provide services under this agreement:
- a) each party will provide the Parenting Coordinator with the sum of \$2,231.25, being \$2,125 plus GST, to be held in trust for purpose of paying his ongoing accounts, referred to in this agreement as the parties' Retainers; and,
- b) each party will provide the Parenting Coordinator with the additional sum of \$892.50, being \$850 plus GST, to be held in trust for the purpose of securing

payment of his accounts in the event a party's Retainer is exhausted, referred to in this agreement as the parties' Deposits.

46. The Parenting Coordinator will issue regular accounts to the parties, setting out the services performed by the Parenting Coordinator and the dates and times of those services, and including an itemized statement of the expenses incurred by the Parenting Coordinator or John-Paul Boyd Arbitration Chambers. These accounts will be paid from the parties' Retainers.
47. The parties will be required to replenish their respective Retainers as they are depleted, on notice from the Parenting Coordinator. If a party fails to replenish his or her Retainer when and as requested, the Parenting Coordinator may
  - a) refuse to provide further services until the party has replenished his or her Retainer;
  - b) continue to provide services, drawing on the party's Retainer to pay his fees and expenses, until the Retainer is exhausted, and then drawing on the party's Deposit to pay his fees and expenses, until the Deposit is exhausted, and refuse to provide further services thereafter; or,
  - c) continue to provide services, accepting payment of the fees and expenses owed by the party from the other party to the parenting coordination process.
48. The Parenting Coordinator will return any unused portions of parties' Retainers and the parties' Deposits when the Parenting Coordinator has ceased to act and all of his accounts for fees and disbursements have been paid.
49. \_\_\_\_\_ and \_\_\_\_\_ agree that they will each be responsible to pay one-half of the Parenting Coordinator's account, and that the Parenting Coordinator may from time to time adjust the sharing of the cost of particular services between the parties if in his opinion it would be unfair that the parties be equally responsible for the cost of those services as a result of the behaviour of a party.
50. Interest will accrue at a compounding rate of 1% per month, 12.68% per annum, on all of the Parenting Coordinator's accounts that are not paid within 30 days of the date on which they are due.

#### **Waiver of liability**

51. \_\_\_\_\_ and \_\_\_\_\_ waive any claim or right of action they may have against John-Paul Boyd arising out of the parenting coordination process.

## Acknowledgments

52. In the case of parenting coordination taking place in Alberta, the parties acknowledge that:
- a) determinations about the guardianship of children, the powers, responsibilities and entitlements of guardians, and parenting time or contact with children will be made taking into consideration only the best interests of the child;
  - b) the *Arbitration Act* provides that an arbitration agreement may be only cancelled by the court under the law of contract, which includes legal questions about issues such as incapacity, duress, undue influence, coercion, mistake and misrepresentation; and,
  - c) the *Arbitration Act* provides that a determination may be cancelled by the court if a party signed an arbitration agreement while under a legal incapacity or the parenting coordination's determination was obtained by fraud.
53. In the case of parenting coordination taking place in British Columbia, the parties acknowledge that:
- a) determinations about the guardianship of children, parental responsibilities, and parenting time or contact with children will be made taking into consideration only the best interests of the child; and,
  - b) the *Arbitration Act* provides that an arbitration agreement and a parenting coordinator's determination may be cancelled by the court if
    - i. a party has taken improper advantage of the other party's vulnerability, including the other party's ignorance, need or distress,
    - ii. a party did not understand the nature and consequences of the arbitration agreement, or
    - iii. other circumstances exist that would cause all or part of a contract to be cancelled under the law of contract, which includes legal questions about issues such as incapacity, duress, undue influence, coercion, mistake and misrepresentation;
  - c) the *Arbitration Act* provides that a parenting coordinator's determination may be set aside by the court if the determination was improperly procured; and,

- d) the *Family Law Act* provides that a parenting coordinator's determination may be set aside or changed by the court if the parenting coordinator acted outside his authority or made an error of law or an error of mixed law and fact.

Signed by \_\_\_\_\_ on \_\_\_\_\_ 2020, at  
\_\_\_\_\_, in the Province of \_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_  
Counsel for \_\_\_\_\_

Signed by \_\_\_\_\_ on \_\_\_\_\_ 2020, at  
\_\_\_\_\_, in the Province of \_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_  
Counsel for \_\_\_\_\_

**JOHN-PAUL BOYD ARBITRATION CHAMBERS**

Per:

\_\_\_\_\_  
John-Paul E. Boyd Q.C.,  
Parenting Coordinator

### **Lawyer's Certificate of Independent Legal Advice**

I have fully read over and explained to my client, \_\_\_\_\_, the nature, meaning and consequences of this Parenting Coordination Agreement and have given independent legal advice to my client before signing the agreement. I have also explained to my client the circumstances in which the court may cancel this agreement.

In my opinion, my client fully understands the nature, meaning and consequences of this agreement.

I am satisfied that my client is not signing this agreement as a result of deception by the other party or as a result of any duress, coercion or undue influence exerted by the other party, and that my client is not under any legal disability that would impair my client's capacity to enter into this agreement.

I am also satisfied that my client is fully able to participate in these parenting coordination proceedings and is doing so freely and voluntarily.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Counsel for \_\_\_\_\_

Name:

Address:

### **Party's Acknowledgment of Independent Legal Advice**

I, \_\_\_\_\_, confirm that I have received independent legal advice as described in the above Certificate of Independent Legal Advice signed by my lawyer.

\_\_\_\_\_  
Date

\_\_\_\_\_



### **Lawyer's Certificate of Independent Legal Advice**

I have fully read over and explained to my client, \_\_\_\_\_, the nature, meaning and consequences of this Parenting Coordination Agreement and have given independent legal advice to my client before signing the agreement. I have also explained to my client the circumstances in which the court may cancel this agreement.

In my opinion, my client fully understands the nature, meaning and consequences of this agreement.

I am satisfied that my client is not signing this agreement as a result of deception by the other party or as a result of any duress, coercion or undue influence exerted by the other party, and that my client is not under any legal disability that would impair my client's capacity to enter into this agreement.

I am also satisfied that my client is fully able to participate in these parenting coordination proceedings and is doing so freely and voluntarily.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Counsel for \_\_\_\_\_

Name:

Address:

### **Party's Acknowledgment of Independent Legal Advice**

I, \_\_\_\_\_, confirm that I have received independent legal advice as described in the above Certificate of Independent Legal Advice signed by my lawyer.

\_\_\_\_\_  
Date

\_\_\_\_\_