

PARENTING COORDINATION AGREEMENT

BETWEEN:

■, of ■

AND:

■, of ■

(each referred to as "Parent" and together referred to as the "Parents")

AND:

Arlene H. Henry Law Corporation, of Vancouver, BC (the "Firm")

WHEREAS:

- A. The Parents have ■ child(ren) who are the subject of this Agreement:
 - (i) ■, born ■; and
 - (ii) ■, born ■,
 (referred to throughout as "child(ren)")
- B. It is in the best interest of families to settle disputes, as quickly and efficiently as possible
- C. Parenting coordination is a child-focused dispute resolution process designed to assist parents in settling disputes regarding their children in a timely manner and to facilitate compliance with parenting plans and related court orders.
- D. The Parenting Coordinator is a member of the *BC Parenting Coordinators Roster Society* and practices in accordance with the Society's practice standards as amended from time to time.

THE PARTIES AGREE THAT:

APPOINTMENT OF PARENTING COORDINATOR

- 1.1 Arlene H. Henry, QC is appointed as Parenting Coordinator for the Parents as a result of:
 - this agreement,
 - their Separation Agreement dated ■,
 - a court order made by The Honourable ■[Mr./Madame Justice ■ on ■
 _____,
 (together referred to as the "Authorizing Instrument").
- 1.2 The Parents agree to retain the Firm, Arlene H. Henry Law Corporation, to provide the services of Arlene H. Henry, QC (the "Parenting Coordinator"), to assist in the implementation, enforcement and management of their arrangements to parent their child(ren).
- 1.3 The Parenting Coordinator confirms that she meets the professional requirements set out in subsection 6(1) of the *Family Law Act Regulations*.
- 1.4 The Parents acknowledge that the Parenting Coordinator is a "family dispute resolution

- professional” being consulted by them and that section 8(1) of the *Family Law Act*, requires the Parenting Coordinator to meet each Parent separately (by telephone or in person) to assess if the case is appropriate for parenting coordination and to screen for power imbalance and family violence (“intake/screening session”).
- 1.5 The intake/screening session, including all personal information and intake forms provided by each Parent prior to the intake/screening session, (“intake/screening records”), is private and confidential between that Parent and the Parenting Coordinator, subject to the confidentiality exceptions set out herein.
 - 1.6 The Parenting Coordinator confirms that she has considered the results of the screening; the extent to which the Parents’ safety may be adversely affected; the ability of each Parent to participate in the parenting coordination process; and shall continue to do so throughout the Term.
 - 1.7 This agreement governs the working relationship between the Parents and the Parenting Coordinator.
 - 1.8 Subject to this agreement, further court order or any provisions to the contrary in the Authorizing Instrument, the Parenting Coordinator is appointed for a term of 24 months (the “Term”).
 - 1.9 Each of the Parents will advise the Parenting Coordinator and the other Parent at least two months before expiry of the Parenting Coordinator’s Term whether he or she wishes to renew the Parenting Coordinator’s appointment. The Parenting Coordinator may choose not to renew an appointment.
 - 1.10 Subject to an order of the Court sought by either Parent, neither Parent may unilaterally terminate the Parenting Coordinator’s appointment. If the Parenting Coordinator was appointed by agreement and both Parents wish to terminate the appointment, the Parents may do so by jointly giving thirty days’ written notice to the Parenting Coordinator. If the Parenting Coordinator was appointed by a court order, then termination must be by a further court order.
 - 1.11 If the Parenting Coordinator has good reason to withdraw during her Term of appointment, the Parenting Coordinator will, where possible, give thirty days’ notice of her withdrawal in writing and stating her reasons for doing so.

ROLE AND FUNCTION OF THE PARENTING COORDINATOR

- 2.1 The Parenting Coordinator is a neutral third party and is not the lawyer or counsellor for either Parent.
- 2.2 The Parenting Coordinator will help the Parents to resolve parenting issues in a way that helps to promote the best interests of the child(ren) and minimize parental conflict.
- 2.3 The Parenting Coordinator works outside of the confidential framework of solicitor-client privilege and therapist-patient confidentiality. None of the discussions between the Parenting Coordinator and either or both of the Parents are privileged or confidential.
- 2.4 In the course of her Term of appointment, the Parenting Coordinator may:
 - (a) meet with the Parents jointly or individually, and/or with the child(ren) when the Parenting Coordinator decides it is appropriate, with the timing, frequency and

duration of such meetings determined by the Parenting Coordinator;

- (b) coach the Parents about communication with each other and with the child(ren), with the long-term goal of helping the Parents resolve parenting disputes without the involvement of the court or third parties;
 - (c) refer the Parents to appropriate resources about parenting, communication techniques and/or dispute resolution;
 - (d) consult with third parties including other parenting coordinators, teachers, counsellors and mental health professionals and independent legal counsel;
 - (e) attempt to resolve by consensus a dispute referred to the Parenting Coordinator by either or both Parents; and
 - (f) if agreement cannot be reached on that dispute, resolve the dispute by making a determination binding on the Parents.
- 2.5 Where the Parenting Coordinator makes a determination, whether orally or written, the determination is effective on the date the determination is made or on a later date specified by the Parenting Coordinator.
- 2.6 Resolutions reached by the consensus of the Parents are deemed to be agreements within the meaning of the *Family Law Act* and its successor legislation.

SERVICES PERFORMED BY THE PARENTING COORDINATOR

- 3.1 In the course of her Term of appointment, the Parenting Coordinator:
- (a) may provide any of the following services:
 - i. assist with the implementation, maintenance and monitoring of an agreement, order or written decision concerning children ("Parenting Plan");
 - ii. settle anticipated or actual conflicts in children's scheduling;
 - iii. clarify and resolve different interpretations of or ambiguities in a Parenting Plan, and develop new provisions to address situations that were not anticipated;
 - iv. monitor children's adjustment to a Parenting Plan;
 - v. facilitate children's relationship with each Parent;
 - vi. assist the Parents in communicating more effectively with one another;
 - vii. facilitate the exchange of information about child(ren) and their routines;
 - viii. assist the Parents in developing provisions for the transport of clothing, equipment, toys and personal possessions between the Parents' households;
 - ix. assist the Parents in resolving disputes between them respecting parenting responsibilities;

- x. subject to paragraph 3.2, these additional services:
 - A. ■;
 - B. ■, and
 - C.
 - xi. subject to paragraph 3.2, any additional services which are agreed on in writing by the Parents and the Parenting Coordinator; and
- (b) may make determinations in respect of:
- i. a child's daily routine, including a child's schedule in relation to parenting time or contact with the child;
 - ii. the education of a child, including in relation to the child's special needs;
 - iii. the participation of a child in extracurricular activities and special events;
 - iv. the temporary care of a child by a person other than:
 - A. the child's guardian, or
 - B. a person who has contact with the child under a Parenting Plan;
 - v. the provision of routine medical, dental or other health care to a child;
 - vi. the discipline of children;
 - vii. the transportation and exchange of a child for the purposes of exercising parenting time or contact with the child;
 - viii. parenting time or contact with a child during vacations and special occasions;
 - ix. subject to paragraph 3.2, these additional matters
 - A. ■,
 - B. ■, and
 - C. ■;
- and,
- x. subject to paragraph 3.2, any additional matters which are agreed on in writing by the Parents and the Parenting Coordinator.

3.2 The Parenting Coordinator will not make determinations in respect of:

- (a) a change to the guardianship of a child;
- (b) a change in the allocation of parental responsibilities;

- (c) giving parenting time or contact with a child to a person who does not have parenting time or contact with the child;
 - (d) a substantial change to the parenting time or contact with a child;
 - (e) the relocation of a child,
 - (f) any matters excluded by this agreement, or by court order; or
 - (g) that which would affect the division or possession of property, or the division of family assets.
- 3.3 The Parenting Coordinator may consult, meet with or obtain information from third parties, including the Parents' lawyers, family members, third-party caregivers, school personnel, counsellors, therapists and health care professionals. The Parents will provide such consents as may be necessary to facilitate the Parenting Coordinator's communications with such third parties.
- 3.4 There is no confidentiality where information is obtained by or statements are made to the Parenting Coordinator by a Parent, the child(ren) or by a third party, except that the Parenting Coordinator may withhold such information received in confidence if, in the Parenting Coordinator's opinion, the disclosure of the information may be harmful to the child(ren)'s relationship with either Parent or compromise the child(ren)'s relationship with a therapist, a teacher or another third party, subject to the protection of solicitor-client privilege in respect of the Parents' respective lawyers until and unless such privilege is expressly waived in writing by the Parent-client.
- 3.5 Notwithstanding section 3.4, the intake/screening records and all notes of the Parenting Coordinator prepared before, during and after the Term of appointment (together referred to as the "PC's File"), are confidential and the personal property of the Parenting Coordinator, and remain so after the end of the Parenting Coordinator's appointment.

SUSPENSION OF COURT PROCEEDINGS

- 4.1 During the Term of the Parenting Coordinator's appointment, the Parents agree that they will not initiate or renew court proceedings on matters which are within the scope of the Parenting Coordinator's services as defined by this Agreement.

THE INFORMATION GATHERING & CONSENSUS BUILDING PROCESS

- 5.1 If disputes arise concerning any of the subjects and issues listed in paragraph 3.1 of this Agreement that the Parents cannot resolve on their own, either or both of the Parents may advise the Parenting Coordinator of the dispute and the Parenting Coordinator will consult and/or meet with the Parents to try to resolve the issue by consensus. The timing, frequency, location and format of meetings and consultations, and the persons involved in such meetings and consultations, will be determined by the Parenting Coordinator.
- 5.2 The Parenting Coordinator may meet or consult with the child(ren), in the presence of one or both Parents or neither Parent as the Parenting Coordinator deems appropriate.
- 5.3 If consensus is reached, the Parenting Coordinator will confirm the terms of the agreement in writing.
- 5.4 If the Parenting Coordinator considers it appropriate, he will prepare a formal written PC Agreement: AHHLawCorp: SAMPLE.June 2016

agreement for the Parents' signatures.

- 5.5 Agreements reached in the information gathering and consensus-building process are binding upon the Parents, and are only subject to variation or amendment with the agreement of both Parents or in the event of a material change in circumstances occurring since the agreement was reached.

THE DETERMINATION MAKING PROCESS

- 6.1 The Parenting Coordinator may make determinations to resolve an issue if:
- (a) an agreement cannot be reached regarding the issue in question by consensus;
 - (b) a Parent chooses not to participate in the information gathering and consensus building process; or,
 - (c) time constraints make it impossible to reach an agreement through the information gathering and consensus building process.
- 6.2 The Parenting Coordinator's decisions in the determination making process are binding upon the Parents but subject to review by the Court.
- 6.3 The Parenting Coordinator will decide the time, place and manner in which the determination making process will be conducted, which may include:
- (a) an informal process of determination making, which may be based wholly or partially on the information obtained during the information gathering and consensus building process, if proceeding under paragraph 6.1(a) or (b);
 - (b) an expedited informal process of determination making, if proceeding under paragraph 6.1(c);
 - (c) a formal process, in which oral evidence is provided on oath or affirmation and is subject to cross-examination; or
 - (d) a formal process, in which all evidence is provided by affidavits made on oath or affirmation.

In the event the determination making process is conducted as a formal process of arbitration, the Parenting Coordinator will convene a preliminary conference with the Parents, in advance of the arbitration hearing, to address procedural issues relating to the hearing.

- 6.4 In making a determination, the Parenting Coordinator may rely on information and documents obtained during the information gathering and consensus building process.
- 6.5 The Parenting Coordinator will deliver to the Parents a written, signed statement of all determinations, setting out the determination and the basis for the determination.
- 6.6 The Parenting Coordinator may make a verbal determination, and will communicate his decision to the Parents by telephone or by email as soon as possible after the decision is made, but must put the determination into writing and deliver it to the Parents as soon as practicable after the determination is made.

FURTHER COURT PROCEEDINGS

- 7.1 Notwithstanding section 4.1, the parties are aware that a Parent may ask the court to review a determination at his or her own expense. A Parent must not appeal an agreement reached by consensus.
- 7.2 The parties agree that the PC's File is confidential and that no Parent, nor their legal counsel, will attempt to require the Parenting Coordinator to produce any portion of the PC's File.
- 7.3 Notwithstanding section 3.4, the parties acknowledge that the parenting coordination process is part of an attempt to settle differences between the Parents and, except as otherwise excepted herein, agree that communications between the Parents or between any Parent and the Parenting Coordinator are neither confidential nor "without prejudice".
- 7.4 If a Parent subpoenas the Parenting Coordinator to give evidence in court, the Parent issuing the subpoena will provide the Parenting Coordinator with a retainer in advance to compensate the Parenting Coordinator for her estimated disbursements and time spent in preparation for and attendance at the court appearance and the Parenting Coordinator may render an account to the Parent issuing the subpoena for the same plus any additional disbursements incurred or time spent and any costs which may otherwise be awarded.
- 7.5 If the court subpoenas the Parenting Coordinator to give evidence, the Parents will provide the Parenting Coordinator with a retainer in advance to compensate the Parenting Coordinator for her estimated disbursements and time spent in preparation for and attendance at the court appearance and the Parenting Coordinator may render an account to the Parents for the same plus any additional disbursements incurred or time spent and any costs which may otherwise be awarded.

OBLIGATIONS OF PARENTS

- 8.1 Each Parent separately agrees to:
- (a) comply with and be bound by terms of this Agreement;
 - (b) co-operate with the Parenting Coordinator and take part in the Parenting Coordinator process with alacrity and in good faith;
 - (c) promptly produce all information, records and documents that the Parenting Coordinator may request; and
 - (d) sign such releases as may be required to authorize the Parenting Coordinator to contact and obtain information from third parties, including your lawyers, family members, third-party care givers, school personnel, therapists and health care professionals, and to authorize third parties to release information and documents to the Parenting Coordinator.
- 8.2 Once this Agreement is signed, the Parents will provide the Parenting Coordinator with:
- (a) copies of all court orders made to date or, where the orders are not available, a transcript of the reasons for judgment, and the Authorizing Instrument;
 - (b) copies of all assessments concerning the child(ren), including any assessments

prepared pursuant to either s. 211 of the *Family Law Act* or s. 15 of the *Family Relations Act*, expert opinions and reports concerning the child(ren) and/or the Parents;

- (c) copies of any other documents requested by the Parenting Coordinator that have been produced in the course of the court proceedings, save and except for affidavits, unless specifically requested by the Parenting Coordinator; and
- (d) at the discretion of the Parenting Coordinator, the child(ren)'s passports and signed general authorizations for the child(ren)'s travel.

PARENTING COORDINATOR'S DUTY TO REPORT

- 9.1 The Parenting Coordinator has a duty to report to the Director of Family and Child Services any instance arising during the parenting coordination process in which the Parenting Coordinator has reasonable grounds to believe that a child is in need of protection.
- 9.2 The Parenting Coordinator is required by law to disclose information received as a result of her role as Parenting Coordinator if she has reasonable grounds to believe that there is an imminent risk to an identifiable person or group of death or serious bodily harm and the disclosure is necessary to prevent such death or serious bodily harm.

FEES, DISBURSEMENTS & OTHER CHARGES

- 10.1 The Parenting Coordinator's hourly rate is \$_____.
- 10.2 Except as the Authorizing Instrument otherwise provides, the Parents will share the Parenting Coordinator's fees, disbursements and other charges equally and the Parenting Coordinator has the discretion to reapportion the payment of fees, disbursements and other charges between the Parents where the Parenting Coordinator concludes it is appropriate.
- 10.3 Fees will be charged for all work performed pursuant to the terms of this Agreement, including telephone calls, emails and other correspondence, intake/screening sessions, meetings with the Parents, the child(ren) and third parties, document review, preparation of documents, including agreements, protocols, recommendations and determinations, and preparation for and attendance at court.
- 10.4 The Parents will be charged for all disbursements and other charges incurred by the Parenting Coordinator in connection with work performed pursuant to terms of this Agreement, including but not limited to long distance telephone charges, meeting room rental charges, mileage, parking, other travel expenses, printing and photocopying, courier charges, postage and agent's fees, and any taxes payable on fees, disbursements and other charges.
- 10.5 Before the Parenting Coordinator begins to perform any services under this Agreement:
 - (a) each Parent will provide the Parenting Coordinator with \$_____ to be held in trust (the "Deposits") for the purpose of securing payment of her accounts, and the Parenting Coordinator will return any unused portion of the Deposits to the Parents when the Parenting Coordinator ceases to act and when all of the Parenting Coordinator's accounts for fees, disbursements and other charges have been paid;

- (b) each Parent will provide the Parenting Coordinator with \$▢_____ to be held in trust (the "Retainer") for payment of her accounts, and the Parenting Coordinator will pay her accounts from the Retainer, subject to the provisions of paragraph 10.7 of this Agreement;
 - (c) the Parents will be required to replenish the Retainer on notice from the Parenting Coordinator, and if either Parent fails to replenish the Retainer when requested, the Parenting Coordinator may refuse to provide further services until the requested payment is paid or may continue to provide services if she is paid by the Parent not in default of the Parenting Coordinator's request to replenish the Retainer; and
 - (d) the Parenting Coordinator will return any unused portion of the Retainer to the Parents when the Parenting Coordinator ceases to act and when all of the Parenting Coordinator's accounts for fees, disbursements and other charges have been paid.
- 10.6 The Parenting Coordinator will issue regular accounts to the Parents, setting out the services performed, the dates and times of such services and the hourly rate applied, with an itemized statement of the disbursements incurred and any applicable taxes on the Parenting Coordinator's fees, disbursements and other charges. Accounts rendered will be payable forthwith. Accounts overdue thirty [30] days or more will be charged interest at the rate of 1.5% per month, calculated from the date the account is rendered until paid in full.
- 10.7 If the Parenting Coordinator's accounts remain unpaid for fifteen days after issuance, the Parenting Coordinator may pay such accounts from the Deposits. In the event the Parenting Coordinator draws on the Deposits, the Parents must replenish the Deposits in full within thirty days thereafter, failing which the Parenting Coordinator may refuse to perform further services until the Deposits are replenished or may cease to act as Parenting Coordinator.
- 10.8 In the event that either Parent fails to provide 24 hours' notice of cancellation of an appointment with the Parenting Coordinator, the Parenting Coordinator may assess a cancellation fee, of \$250.00 plus disbursements and other charges, against that Parent for the cancelled appointment.

GENERAL

- 11.1 Each Parent waives all claims or rights of action against the Parenting Coordinator regarding good faith actions taken by the Parenting Coordinator in performance of services pursuant to terms of this Agreement as amended from time to time.
- 11.2 Any provision of this Agreement which is void, voidable, or otherwise unenforceable is severable and the remainder of the Agreement will continue in effect.
- 11.3 The failure of a party to insist on the strict performance of any term of this Agreement is not a waiver of that term or of any other term of this Agreement
- 11.4 This Agreement may be amended from time to time as the Parents and the Parenting Coordinator may agree, and this Agreement will be amended only by a further written agreement executed in the same manner as this Agreement.

DEFINITIONS

12.1 In this Agreement,

- (a) “consensus building,” “consensus building process” and “information gathering and consensus building process” means that the Parenting Coordinator is assisting the Parents to reach an agreement; and
- (b) “determination making” or “determination making process” means that the Parenting Coordinator is making a determination using the information gathered in the course of the parenting coordinating process.

12.2 Words and phrases not otherwise defined in this Agreement have the meaning assigned in the *Family Law Act*, failing which, the meaning assigned in the *Interpretation Act*.

INDEPENDENT LEGAL ADVICE

13.1 Each Parent has obtained independent legal advice before signing this Agreement and shall complete a parent’s certificate of independent legal advice in the form attached as Schedule A.

13.2 When a Parent receives independent legal advice as described in section 13.1, the lawyer who provides the advice shall complete a lawyer’s certificate of independent legal advice in the form attached as Schedule B.

EXECUTION

14.1 This Agreement is made effective on the later of the date it is signed by the last party and the date the Deposit and Retainer are paid in full.

14.2 This Agreement may be executed by the Parents and the Parenting Coordinator signing one copy of this Agreement, or by each signing separate copies of this Agreement, each of which will be deemed to be an original and all of which will together constitute one and the same instrument.

THIS AGREEMENT IS ACCEPTED AND AGREED TO at ■[insert], British Columbia on the dates indicated below.

■[Insert Name] Date
Parent

■[Insert Name] Date
Parent

Arlene H. Henry Law Corporation
Per:

Arlene H. Henry, QC Date
Parenting Coordinator

Schedule "A"

PARENT'S CERTIFICATE OF INDEPENDENT LEGAL ADVICE

(Section 13.1)

I, _____, confirm that I have received independent legal advice and have attached to this Agreement as Schedule "B" a copy of the Certificate of Independent Legal Advice that was provided to me.

Date

Signature of Parent

Schedule "B"

LAWYER'S CERTIFICATE OF INDEPENDENT LEGAL ADVICE

(Section 13.2)

I, _____, have explained to my client, _____ the meaning of the attached Parenting Coordination Agreement and have given to him/her independent legal advice prior to the signing of the Agreement. In my opinion, my client understands the nature and consequences of this Agreement. I am satisfied that my client is not signing this Agreement as a result of any duress or undue influence. My client has been separately screened for power imbalances and family violence and I am satisfied that my client is fully able to participate in this PC process and is doing so voluntarily.

Date

Signature of Lawyer

Schedule "A"

PARENT'S CERTIFICATE OF INDEPENDENT LEGAL ADVICE
(Section 13.1)

I, _____, confirm that I have received independent legal advice and have attached to this Agreement as Schedule "B" a copy of the Certificate of Independent Legal Advice that was provided to me.

Date

Signature of Parent

Schedule "B"

LAWYER'S CERTIFICATE OF INDEPENDENT LEGAL ADVICE
(Section 13.2)

I, _____, have explained to my client, _____ the meaning of the attached Parenting Coordination Agreement and have given to him/her independent legal advice prior to the signing of the Agreement. In my opinion, my client understands the nature and consequences of this Agreement. I am satisfied that my client is not signing this Agreement as a result of any duress or undue influence. My client has been separately screened for power imbalances and family violence and I am satisfied that my client is fully able to participate in this PC process and is doing so voluntarily.

Date

Signature of Lawyer