

## PARENTING COORDINATION AGREEMENT

BETWEEN:

(the "Parents")

AND:

BEV CHURCHILL

(the "Parenting Coordinator")

### 1.0 PREAMBLE AND PRINCIPLES

- 1.1 Children are most likely to achieve their potential if parental conflict is minimized.
- 1.2 It is in the best interests of families to resolve parental conflict outside of Court if possible.
- 1.3 Parenting coordination is a child-focused dispute resolution process designed to assist parents to settle disputes regarding their child in a timely manner and to facilitate compliance with parenting plans and related Court Orders.

### 2.0 DEFINITIONS

- 2.1 In this Agreement, "mediation" or "mediation process" means that the Parenting Coordinator is using the skills she has acquired as a mediator to assist the parents in reaching a consensus.
- 2.2 In this Agreement, "arbitration" or "arbitration process" means that the Parenting Coordinator will make a decision using the information gathered in the course of the Parenting Coordination process.

**THEREFORE:**

**3.0 APPOINTMENT OF PARENTING COORDINATOR**

- 3.1 BEV CHURCHILL is appointed as Parenting Coordinator by the parents' agreement.
- 3.2 This agreement governs the working relationship between you (the Parents) and the Parenting Coordinator.
- 3.3 Subject to this agreement or further Court Order, the Parenting Coordinator is appointed for a term of twenty-four (24) months.
- 3.4 Each of you will advise the Parenting Coordinator and the other parent at least two months before expiry of the Parenting Coordinator's term whether you want to renew the Parenting Coordinator's appointment. The Parenting Coordinator may choose not to renew an appointment.
- 3.4 Neither of you may unilaterally terminate the Parenting Coordinator's appointment. If the Parenting Coordinator was appointed by agreement and both of you want to terminate the appointment, you may do so by jointly giving written notice to the Parenting Coordinator.
- 3.5 If the Parenting Coordinator has good reason to withdraw during her term of appointment, the Parenting Coordinator shall, where possible, give thirty (30) days notice in writing and shall provide her reason(s) for doing so.

**4.0 ROLE AND FUNCTION OF THE PARENTING COORDINATOR**

- 4.1 The Parenting Coordinator is a neutral third party and is not the lawyer or counselor for either of you.
- 4.2 The Parenting Coordinator will help you to resolve issues in a way that helps to promote the best interests of the child and minimizes parental conflict.
- 4.3 The Parenting Coordinator works outside of the confidential framework of solicitor-client privilege and therapist-patient confidentiality and will meet with you without your lawyer present. None of the discussions you have with the Parenting Coordinator are privileged or confidential.

- 4.4 To carry out this role, the Parenting Coordinator may:
- a. meet with you jointly or individually, and/or with your child when your Parenting Coordinator decides it is appropriate, with the timing, frequency and duration of meetings determined by the Parenting Coordinator;
  - b. coach you about communication with each other and with the child so you can resolve issues by agreement, with the long-term goal of helping you to resolve future issues on your own ("the consensus-building role");
  - c. refer you and require you to use resources she deems appropriate including but not limited to, therapists for you and/or your child, counseling programs such as "Caught in the Middle", and experts at providing reports on such matters as which of the options about which you cannot agree would be in the best interests of the child (example: Best Interests of Child Report on Choice of School);
  - d. consult with third parties, including other Parenting Coordinators; and
  - e. if agreement cannot be reached, resolve the issue by way of arbitration.

## 5.0 SERVICES PERFORMED BY THE PARENTING COORDINATOR

- 5.1 When an issue arises between you which you are unable to resolve directly between you, you will consult your therapists. If either of them or you believe this has not resolved the issue, either of you may contact the Parenting Coordinator, who will then intervene.
- 5.2 The Parenting Coordinator may meet with you separately or together or with or without your child, or deal with the matter by telephone or written or email correspondence, as she sees fit. She will normally consult with your therapists as to their view of the dispute and any recommendations they may have will be taken into account. She may also consult with your lawyers or any others whose views she deems as relevant to the best interests of the child. You will sign any releases the Parenting Coordinator requires, authorizing her to obtain any information she deems relevant.
- 5.3 In performance of this role, the Parenting Coordinator can provide any of the following services:
- a. help with implementation, maintenance and monitoring of the Minutes of Settlement/Parenting Plan/Court Order/Separation Agreement/arbitrated decisions concerning the child (collectively the "Parenting Plan");

- b. settle anticipated or actual conflicts in the child's scheduling;
- c. clarify and resolve different interpretations of the Parenting Plan and develop clauses to address situations that were not anticipated;
- d. monitor the child's adjustment to the Parenting Plan;
- e. help facilitate the child's relationship with each of you;
- f. help you communicate more effectively;
- g. help with the exchange of information about the child (i.e. health, welfare, education and religion) and their routines;
- h. make decisions about temporary changes to the access provisions of the Parenting Plan to accommodate holidays, special events and other circumstances for the child and/or you;
- i. resolve conflicts about the child's participation in extra-curricular activities and programs;
- j. assist in developing rules for the movement of clothing, equipment, toys and personal possessions between households;
- k. help in planning the child's travel arrangements;
- l. resolve conflicts concerning day-to-day health care and education matters, passports, activities, religious education and events that are not otherwise addressed in the Parenting Plan;
- m. resolve conflicts about the choice of school for the child which may involve changes in time you spend with the child; and
- n. such other matters as the Parenting Coordinator considers appropriate.

## 6.0 CONSENSUS BUILDING

- 6.1 If issues as described in paragraph 5.3 arise that you cannot resolve, either or both of you shall advise the Parenting Coordinator and the Parenting Coordinator will consult and/or meet with you to try to resolve the issue by agreement. The timing, frequency and format of meetings and consultations, and who will be involved in such meetings and consultations will be determined by the Parenting Coordinator.
- 6.2 The Parenting Coordinator may meet or consult with the child with you or without you being present.

- 6.3 The Parenting Coordinator may consult and meet with, or obtain information from third parties, including your lawyers, family members, third-party caregivers, school personnel, therapists and health care professionals.
- 6.4 There will be no confidentiality regarding information obtained by and statements made to the Parenting Coordinator by you or by third parties, except that if the Parenting Coordinator thinks that the information received by the Parenting Coordinator from the child or their therapists may be harmful to the child's relationship with either of you or the therapist, the Parenting Coordinator may without such information. If either of you wants to review such information, you may apply to the Court for an Order that the information be released.
- 6.5 If the Parenting Coordinator considers it appropriate, she will prepare a formal Agreement for your signatures.

## 7.0 ARBITRATION PROCESS

- 7.1 The Parenting Coordinator may make absolute decisions in order to resolve an issue if:
- a. an agreement cannot be reached regarding the issue in question in a time which the Parenting Coordinator regards as timely;
  - b. one of you chooses not to participate in the mediation process; or
  - c. time constraints make it impossible to reach an agreement.
- 7.2 The Parenting Coordinator's decision in the arbitration process is binding upon you, pursuant to the provisions of the principles of *parens patriae* and therefore subject to review by the Supreme Court.
- 7.3 The Parenting Coordinator will determine the time, place and process of the arbitration process.
- 7.4 In reaching a decision, the Parenting Coordinator may rely on information obtained during the consensus-building phase.
- 7.5 The Parenting Coordinator is bound by the Terms of Reference for Best Interests of Child Report, if any, attached to this Agreement as Schedule "A".
- 7.6 The Parenting Coordinator will decide on a case-by-case basis as to whether a written Decision or Agreement is necessary. If she decides that it is not, but you would like to have her Decision in writing, you are free to request it and she will provide the Decision in writing.

7.7 The Parenting Coordinator may, if she chooses, make non-binding recommendations but will not make decisions without your express written agreement on issues relating to child support.

## 8.0 RIGHT OF APPEAL

8.1 Because the Supreme Court retains its jurisdiction pursuant to the principles of *parens patriae* and because the Parenting Coordinator must operate pursuant to the rules of natural justice, you have a limited right of appeal to the Supreme Court at your own expense.

8.2 If either of you subpoena the Parenting Coordinator, the party issuing the subpoena will pay the Parenting Coordinator a lump sum of FOUR THOUSAND 00/100 (\$4,000.00) DOLLARS to compensate her for her time spent in preparation for the Court appearance, in addition to any costs which may otherwise be awarded.

## 9.0 OBLIGATIONS OF PARENTS

9.1 You agree:

- a. to comply with and be bound by the terms of this Agreement;
- b. to cooperate with the Parenting Coordinator and to take part in the Parenting Coordination process;
- c. to promptly supply all information, records and documents that the Parenting Coordinator requests; and
- d. to sign release forms authorizing the Parenting Coordinator to contact and obtain information from third parties, including your lawyers, family members, third-party caregivers, school personnel, therapists and health care professionals, and to authorize third parties to release information and copies of documents to the Parenting Coordinator.

9.2 Once this Agreement is signed, you will provide the Parenting Coordinator with:

- a. a copy of all Court Orders made to date or, where the Orders are not available, a transcript of the Reasons for Judgment;
- b. a copy of all assessments, including s. 15 custody and access reports pursuant to the *Family Relations Act*, expert opinions and reports concerning the child and/or the parents; and

- c. any other document requested by the Parenting Coordinator that has been produced in the course of the Court proceedings, save and except for Affidavits, unless specifically requested by the Parenting Coordinator.

#### **10.0 PARENTING COORDINATOR'S DUTY TO REPORT**

- 10.1 The Parenting Coordinator has a duty to report to appropriate authorities any reasonable suspicion of possible harm to or abuse of child.
- 10.2 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 the disclosure is necessary to prevent a crime involving death or serious bodily harm to any person.

#### **11.0 PARENTING COORDINATOR'S FEES AND DISBURSEMENTS**

- 11.1 The Parenting Coordinator's hourly rate is THREE HUNDRED TWENTY-FIVE 00/100 (\$325.00) DOLLARS per hour.
- 11.2 You shall share the Parenting Coordinator's fees equally. However, the Parenting Coordinator has discretion to allocate fees and disbursements unequally between you if the Parenting Coordinator considers that fair.
- 11.3 Fees will be charged for all work performed on your behalf pursuant to the terms of this Agreement, including telephone calls, written correspondence, emails, meetings with you, the child and third parties, document review, preparation of Agreements or Arbitrated Decisions and preparation for and attendance at Court.
- 11.4 You will be charged for disbursements incurred by the Parenting Coordinator in connection with work performed pursuant to the terms of this Agreement, including long-distance telephone charges, mileage, parking, other travel expenses, photocopying, courier charges, postage and taxes on fees and disbursements.
- 11.5 Before the Parenting Coordinator starts work on your behalf:
  - a. Each of you will providing the Parenting Coordinator with TWO THOUSAND 00/100 (\$2,000.00) DOLLARS to be held in each of your lawyer's trust accounts (the "Deposit") for the purpose of securing her fees. The Parenting Coordinator will advise your lawyer to return the Deposit to you, or any unused portion of the Deposit, when the Parenting Coordinator ceases to act, and when all of the Parenting Coordinator's accounts for fees and disbursements have been paid;

- b. If either of you does not pay or replenish the Deposit when requested, and subject only to paragraph 11.6, the Parenting Coordinator will not perform further services until the Retainer is paid and may cease to act as Parenting Coordinator. Any unused portion of the Deposit will be returned to you by your lawyer when the Parenting Coordinator ceases to act and when all of her accounts for fees and disbursements have been paid.
- 11.6 If one of you does not replenish the Deposit, the other is free to pay the Parenting Coordinator's account on your behalf and this Agreement constitutes your consent to an Order of the Court which will provide that you reimburse the other for the full amount he or she paid and any expenses they incurred in obtaining the Order.
- 11.7 The Parenting Coordinator will issue regular invoices to each of you setting out services performed and dates and times that such services were provided and the hourly rate applied, as well as itemization of any disbursements incurred, and applicable taxes.
- 11.8 If the Parenting Coordinator's invoices remain unpaid for ten (10) days after issuance, the Parenting Coordinator can request your lawyer and your lawyer will pay the invoices from the Deposit.
- 11.9 If either of you fails to provide twenty-four (24) hours notice of cancellation of an appointment with the Parenting Coordinator, at the discretion of the Parenting Coordinator, her fees and disbursements for the cancelled appointment may be assessed against the party who cancels.
- 11.10 You acknowledge that a failure to attend meetings, provide information in a timely manner, replenish the Deposit, and other forms of non-cooperation with the terms of this Agreement will be a breach of contract. The parties agree that if they breach this contract, they will immediately make whole any expenses experienced by the Parenting Coordinator incurred in the execution of her responsibilities under the contract and, in addition, pay her the sum of FIVE THOUSAND 00/100 (\$5,000.00) DOLLARS in damages as compensation.
- 12.0 WAIVER OF PARENTING COORDINATOR'S LIABILITY**
- 12.1 You waive 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 the terms of this Agreement.

13.0 INDEPENDENT LEGAL ADVICE

13.1 You have each obtained independent legal advice before signing this contract or you understand your right to obtain legal advice prior to signing and you have waived your right to do so.

ACCEPTED AND AGREED TO this day of , 2012.

SIGNED, SEALED AND DELIVERED )  
in the presence of: )  
)  
\_\_\_\_\_) \_\_\_\_\_  
NAME ) PARENT 1  
\_\_\_\_\_) )  
ADDRESS ) )  
\_\_\_\_\_) )  
OCCUPATION ) )

SIGNED, SEALED AND DELIVERED )  
in the presence of: )  
)  
\_\_\_\_\_) \_\_\_\_\_  
NAME ) PARENT 2  
\_\_\_\_\_) )  
ADDRESS ) )  
\_\_\_\_\_) )  
OCCUPATION ) )

SIGNED, SEALED AND DELIVERED )  
in the presence of: )  
)  
\_\_\_\_\_) \_\_\_\_\_  
NAME ) BEV CHURCHILL,  
\_\_\_\_\_) PARENTING COORDINATOR  
ADDRESS ) )  
\_\_\_\_\_) )  
OCCUPATION ) )

AGREEMENT made the      day of      2009

BETWEEN:

the “Parents”

AND:

BEV CHURCHILL,

the “Parenting Coordinator”

PARENTING COORDINATION  
AGREEMENT

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