Patricia Lane • Lawyer* Chartered Mediator, Chartered Arbitrator, Certified Family Arbitrator & Parent Coordinator

PARENT COORDINATION AGREEMENT

BETWI	EEN:					
AND:	, of					
(each referred to as "Parent" and together referred to as the "Parents")						
AND:	PATRICIA LANE					
WHER	EAS:					
	The Parents have child(ren) who are the subject of this Agreement: (i) Child's name, born DOB; and (ii) Child's name, born DOB, (referred to throughout as "child(ren)")					
B	It is in the best interest of families to settle disputes, as quickly and efficiently as possible					
-	Parent 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.					
]	The Parent Coordinator is a member of the <i>BC Parent Coordinators Roster Society</i> and practices in accordance with the Society's practice standards as amended from time to time.					
THE PARTIES AGREE THAT:						
APPOI	NTMENT OF PARENT COORDINATOR					
1.1	Patricia Lane is appointed as Parent Coordinator for the Parents as a result of: this agreement, their Separation Agreement dated mm,dd, yyyy a court order made by The Honourable (name) [Mr./Madame Justice (name) on					

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mm, dd, yyyy. (together referred to as the "Authorizing Instrument").

- 1.2 The Parents agree to retain Patricia Lane (Patricia Lane Law Corp) to provide the services of the "Parent Coordinator, to assist in the implementation, enforcement and management of their arrangements to Parent their child(ren).
- 1.3 The Parent 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 Parent Coordinator is a "family dispute resolution professional" being consulted by them and that section 8(1) of the *Family Law Act*, requires the Parent Coordinator to meet each Parent separately (usually by telephone) to assess if the case is appropriate for Parent Coordination and to screen for power imbalance and family violence ("intake/screening session").
- 1.5 The Parent Coordinator confirms that she has considered the results of the screening and, without limiting the generality of the foregoing, in particular has considered the extent to which the Parents' safety may be adversely affected the ability of each Parent to participate in the Parent Coordination process and that she shall continue to do so throughout the Term. She makes no guarantee of safety but has fulfilled her obligation to consider the matter.
- 1.6 This agreement governs the working relationship between the Parents and the Parent Coordinator.
- 1.7 Subject to this agreement, further court order or any provisions to the contrary in the Authorizing Instrument, the Parent Coordinator is appointed for a term of 24 months (the "Term").
- 1.8 Each of the Parents will advise the Parent Coordinator and the other Parent at least two months before expiry of the Parent Coordinator's Term whether he or she wishes to renew the Parent Coordinator's appointment. The Parent Coordinator may choose not to renew an appointment.
- 1.9 Subject to an order of the Court sought by either Parent, neither Parent may unilaterally terminate the Parent Coordinator's appointment. If the Parent 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 Parent Coordinator. If the Parent Coordinator was appointed by a court order, then termination must be by a further court order.
- 1.10 If the Parent Coordinator has good reason to withdraw during her Term of appointment, the Parent Coordinator will, where possible, give thirty days' notice of her withdrawal in writing stating her reasons for doing so.

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ROLE AND FUNCTION OF THE PARENT COORDINATOR

- 2.1 The Parent Coordinator is a neutral third party and is not the lawyer or counselor for either Parent
- 2.2 The Parent Coordinator will help the Parents to resolve parenting issues in a way that attempts to help promote the best interests of the child(ren) and minimize parental conflict.
- 2.3 In the course of her Term of Appointment, the Parent Coordinator may:
 - (a) meet with the Parents jointly or individually, and/or with the child(ren) when the Parent Coordinator decides it is appropriate, with the timing, frequency and duration and notification to others not attending the meeting of such meetings determined by the Parent 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 and attempt to educate the Parents with regard to the impact of their conflicts on their children;
 - (d) consult with third parties including other Parent Coordinators, teachers, counsellors and mental health professionals and independent legal counsel;
 - (e) attempt to resolve by consensus a dispute referred to the Parent 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.

SERVICES PERFORMED BY THE PARENT COORDINATOR

- 3.1 In the course of her Term of appointment, the Parent 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;

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- 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 Parent 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;

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- 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
 - Α.,
 - B., and
 - C. ;

and,

- x. subject to paragraph 3.2, any additional matters which are agreed on in writing by the Parents and the Parent Coordinator.
- 3.2 The Parent Coordinator will not make determinations in respect of:
 - (a) a change to the guardianship of a child;
 - (b) giving parenting time or contact with a child to a person who does not have parenting time or contact with the child;
 - (c) a substantial change to the parenting time or contact with a child;
 - (d) the relocation of a child,
 - (e) any matters excluded by this agreement, or by court order; or
 - (f) that which would affect the division or possession of property, or the division of family assets.
- 3.3 The Parent Coordinator may in her absolute discretion make any recommendations to the Parents she believes would be in the best interests of the children.
- 3.3 The Parent Coordinator may consult, meet with or obtain information from third parties, including the Parents' lawyers, family members, third-party caregivers, school personnel, counselors, therapists and health care professionals. The Parents will provide such

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consents as may be necessary in the sole discretion of the Parent Coordinator to facilitate the Parent Coordinator's communications with such third parties.

Patricia Lane

CONFIDENTIALITY

- 4. 1 The Parents understand that they will not always be told the content of these conversations or that they occurred. They understand that the Parent Coordinator has a preference for transparency but this is not always aligned with her central task of assisting the Parents to allow her to manage the conflict with each other or to otherwise protect the children.
- 4.2 There is no confidentiality where information is obtained by or statements are made to the Parent Coordinator by a Parent, the child(ren) or by a third party, except that the Parent Coordinator may withhold such information received in confidence if, in the Parent 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.
- 4.3 The notes of the Parent Coordinator, including the intake/screening records, prepared before, during and after the term of appointment, remain the personal property of the Parent Coordinator.
- 4.4 As between the Parent Coordinator and the parents but subject to this Agreement, none of the discussions between the Parent Coordinator and either or both of the Parents are either privileged or confidential. However nothing in this Agreement means that either parent may have access to the Parent Coordinator's file for any purpose. The Parent Coordinator's written Determinations, Decisions and Recommendations form the complete record.
- 4.5 Each party may keep written records of the proceedings involving the Parent Coordinator as they see fit with the understanding of the agreements reflected in this Agreement and in particular paragraph 2. No proceedings may be taped either with or without explicit mention to those present that the taping is occurring. If one of the Parents breaches this agreement and does such taping it is not admissible in any decision making forum.
- 4.6 The parents will normally be coached as to appropriate protocols for using email to attempt to resolve issues between themselves. If they are at impasse these will be shared with the Parent Coordinator and she may rely on them in making Determinations. In addition Parents are free to share email and other forms of communication including any taped conversations with the Parent Coordinator who may rely on them in accordance with the principles of natural justice as set out in this Agreement.

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SUSPENSION OF COURT PROCEEDINGS

5. During the Term of the Parent Coordinator's appointment, the Parents agree that they will not initiate or renew court proceedings on matters within the scope of the Parent Coordinator's services as defined by this Agreement. The Parents acknowledge that litigation between them over any matter will decrease the chances of success of the Parent Coordination process.

THE INFORMATION GATHERING & CONSENSUS BUILDING PROCESS

- 6.1 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 Parent Coordinator of the dispute and the Parent 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 Parent Coordinator.
- 6.2 The Parent Coordinator may meet or consult with the child(ren), in the presence of one or both Parents, or neither Parent, and with or without notice to either or both Parents as the Parent Coordinator deems appropriate.
- 6.3 If consensus is reached, the Parent Coordinator will confirm the terms of the agreement in writing.
- 6.4 If the Parent Coordinator considers it appropriate, she will prepare a formal written agreement for the Parents' signatures.
- 6.5 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

- 7. 1 The Parent 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.

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- 7.2 The Parent 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;
 - (b) an expedited informal process of determination making;
 - (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.
- 7.3 In making a determination, the Parent Coordinator may rely on information and documents obtained during the information gathering and consensus building process.
- 7.4 In accordance with the principles of natural justice, the Parent Coordinator will only base her decisions on information to which the Parents have had the opportunity to respond. In accordance with the Family Law Act (Section 18 (2), her only criteria will be the best interests of the children.
- 7.5 The Parent Coordinator will deliver to the Parents a written, signed statement of all determinations, setting out the determination and the basis for the determination and in accordance with the legislation also document all agreements she has assisted in facilitating.
- 7.6 The Parent Coordinator may make a verbal determination, and will communicate her decision to the Parents by telephone or by email as soon as possible after the decision is made, but will put the determination into writing and deliver it to the Parents as soon as practicable after the determination is made.

ENFORCEABILITY OF PARENT COORDINATOR DECISIONS AND RECOMMENDATIONS

- 8.1 Where the Parent 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 Parent Coordinator.
- 8.2 Agreements or resolutions reached by the consensus of the Parents and recorded by the Parent Coordinator are deemed to be agreements within the meaning of the Family Law Act and its successor legislation.
- 8.3 All of the Parent Coordinator's decisions, determinations and recommendations are

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admissible in Court. In accordance with her status as a quasi judicial tribunal, the Parent Coordinator's file is not admissible as the Decision, record of mediated settlements, educational material. Determinations, and Recommendations form a complete record of the Parent Coordinator's thinking and decision making.

- 8.4 Either party is at liberty to apply to the Court on short leave if either party fails to comply with the Determinations of the Parent Coordinator.
- 8.5 The parties agree that the Court has their irrevocable consent to order that the Determinations of the Parent Coordinator and any recommendations she may provide, be implemented on an interim basis should the Court determine that a trial on the merits is required. The parties acknowledge their understanding that either may file a Determination of the Parent Coordinator with the Court at which point it becomes enforceable as if it were an Order of the Court.

FURTHER COURT PROCEEDINGS

- 9.1 The parties are aware that a Parent may ask the court to review a determination at his or her own expense. A Parent may not appeal an agreement reached by consensus. If the Parent Coordinator makes recommendations the parties agree that these will be entered into court for the court's consideration.
- 9.2 The Parent Coordinator will explain her thinking and the evidence upon which she relies in her Determinations and Recommendations and as such they are stand-alone documents.
- 9.3 The parties agree that the entire Parent Coordination process is part of an attempt to settle differences between the Parents and that all communications between the Parents or between any Parent and the Parent Coordinator will be "without prejudice" so that no Parent, nor their legal counsel, will attempt:
 - (a) to introduce evidence of the communications in any legal proceedings.
 - (b) to call the Parent Coordinator as a witness in any legal proceedings; or
 - (c) to require the Parent Coordinator to produce any portion of the PC's file.
- 9.4 Neither Parent will attempt to subpoen the Parent Coordinator to give evidence in court.
- 9.5 If the Court subpoenas the Parent Coordinator, the Parents will compensate the Parent Coordinator for her disbursements, including administration, and fees for time spent in preparation for, and attendance at the court appearance and the Parent Coordinator may render an account for the same to the Parents in addition to any costs which may otherwise be awarded. If one party objects and the other does not, the Parent failing to object will pay all of the Parent Coordinator's expenses as set out above. If neither Parent objects they will share the costs of the Parent Coordinators appearance as set out in this paragraph on the same basis that they shared her costs prior to the failure to make the

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objection.

9.6 Nothing in this Agreement shall be interpreted to mean that the Parent Coordinator is required to produce any correspondence, notes, or any other kind of evidence to defend or support her determinations or recommendations or to require her to release any part of her file to either Parent or the Court. Should either of the parties have recourse to the Courts to appeal a Determination of the Parent Coordinator, the Parent Coordinator will not appear in person. The parties agree that her Determinations and recommendations are admissible in Court and form a complete record.

OBLIGATIONS OF PARENTS

- 10.1 Each Parent separately agrees to:
 - (a) comply with and be bound by terms of this Agreement;
 - (b) co-operate with the Parent Coordinator and take part in the Parent Coordinator process with alacrity and in good faith;
 - (c) promptly produce all information, records and documents that the Parent Coordinator may request; and
 - (d) sign such releases as may be required to authorize the Parent 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 Parent Coordinator.
 - (e) Comply with the Parent Coordinators determinations and uphold the consensus Agreements made as part of this process.
- 10.2 Once this Agreement is signed, the Parents will provide the Parent 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 Parent Coordinator that have been produced in the course of the court proceedings, save and except for affidavits, unless specifically requested by the Parent Coordinator; and

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- (d) at the discretion of the Parent Coordinator, copies of the child(ren)'s passports and signed general authorizations for the child(ren)'s travel.
- 10.3 The Parents understand that Parent Coordination is often a very intensive process especially at the beginning. Success requires Parents to focus on the changes each of them needs to make rather than on the changes anyone else will need to make. Each Parent agrees to make engagement and compliance with the Coordination process their top priority until the level of hostility between them reduces.

PARENT COORDINATOR'S DUTY TO REPORT

- 11.1 The Parent Coordinator has a duty to report to the Director of Family and Child Services any instance arising during the Parent Coordination process in which the Parent Coordinator has reasonable grounds to believe that a child is in need of protection.
- 11.2 The Parent Coordinator is required by law to disclose information received as a result of her role as Parent 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

- 12.1 The Parent Coordinator's hourly rate is \$385 an hour. In recognition of the intensive nature of the process at the beginning, the hourly rate is reduced to \$350 an hour for the first 6 months following the date the Parent Coordination contract is signed.
- 12.2 Except as the Authorizing Instrument otherwise provides, the Parents will share the Parent Coordinator's fees, disbursements and other charges equally as a special expense. This means that in 2014 Dad will pay X% and Mum will pay Y%. However, the Parent Coordinator has the discretion to reapportion the payment of fees, disbursements, and other charges between the Parents where the Parent Coordinator in her sole discretion concludes it is appropriate based on the degree to which one parent is in her view contributing to the conflict and the need for her services.
- 12.3 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. The Parent Coordinator's assistant's time will be charged out at \$50 an hour.

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- 12.4 The Parents will be charged for all disbursements and other charges incurred by the Parent 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.
- 12.5 Before the Parent Coordinator begins to perform any services under this Agreement:
 - (a) each Parent will provide the Parent Coordinator with \$5000 to be held in trust (the "Deposits") for the purpose of securing payment of her accounts, and the Parent Coordinator will return any unused portion of the Deposits to the Parents when the Parent Coordinator ceases to act and when all of the Parent Coordinator's accounts for fees, disbursements and other charges have been paid.
- 12.6 The Parent 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 Parent Coordinator's fees, disbursements and other charges. The Parents agree that they will not use the Deposits to pay regular invoices.
- 12.7 If the Parent Coordinator's accounts remain unpaid for ten days after issuance, the Parent Coordinator may pay such accounts from the Deposits. In the event the Parent Coordinator draws on the Deposits, the Parents must replenish the Deposits in full within 5 business days thereafter, failing which the Parent Coordinator may refuse to perform further services until the Deposits are replenished or may cease to act as Parent Coordinator. Each Parent acknowledge that failure to pay both the amount invoiced and the amount required to replenish the Deposit, constitutes a breach of this Agreement. Each Parent consents to the Court ordering payment in full of these amounts immediately upon application by the other Parent. Each Parent agrees that such an application will be heard by consent and on short leave. In the alternative either Parent may pay the Parent Coordinator's account and each parent agrees in advance that the part paid on behalf of the other Parent as evidenced by the Parent Coordinator's invoices (s), is properly characterized as unpaid child support and as such may be collected by the Family Maintenance Enforcement Branch. Each Parent agrees that the receipt by the Parent Coordinator of such a payment is not evidence of bias on her part.
- 12.6 In the event that either Parent fails to provide 24 hours' notice of cancellation of an appointment with the Parent Coordinator, the Parent Coordinator may assess a cancellation fee of \$250.00, plus disbursements and other charges, against that Parent for the cancelled appointment.

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- 12.7 If an invoice should be in excess of the amount of the Security Deposit and a Parent should fail to pay it in a timely fashion, interest of 27% per year (2% per month compounded) is payable on all amounts outstanding thirty days after receipt of an invoice. Overdue accounts will be charged an additional \$50.00 for each statement that is sent out necessitated by failure to pay the account in full. If disbursements are incurred as part of the collections process, these will be added to the charges. Time spent by the Parent Coordinator on collections matters will be charged. Late payments will be applied first to late payment interest and overdue account charges.
- 12.8 Cost control. The Parents acknowledge that they understand that:
 - I. Parent Coordination costs are a direct reflection of the amount of time that is needed to insulate children from parental conflicts;
- II. The only exception is that Parent costs will predictably rise if one or both are rude, abusive, or otherwise inappropriate in their communications with the Parent Coordinator who will charge for time she spends defending against such behaviour. The Parents agree to pay for these services as well;
- III. The best cost containment reduction strategy is conflict reduction;
- IV. In the vast majority of cases children need their Parents to agree more than they need them to be right; and
- V. The Parent Coordinator will focus on conflict containment. If each of the Parents choose to follow her advice then costs will be very manageable. If they do not, costs are likely to spiral.

GENERAL

- 13.1 Each Parent waives all claims or rights of action against the Parent Coordinator regarding good faith actions taken by the Parent Coordinator in performance of services pursuant to terms of this Agreement as amended from time to time.
- 13.2 Any provision of this Agreement which is void, voidable, or otherwise unenforceable is severable and the remainder of the Agreement will continue in effect.
- 13.3 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.
- 13.4 This Agreement may be amended from time to time as the Parents and the Parent Coordinator may agree, and this Agreement will be amended only by a further written agreement executed in the same manner as this Agreement.
- 13.5 If either parent should believe that they have a legitimate complaint to make about the conduct of the Parent Coordinator which they wish to present to any professional

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governing body or credentialing authority they will first seek mediation with the Parent Coordinator in a sincere attempt to resolve their differences before making such a complaint. Failing agreement to the contrary the complaining parent will select one of Eugene Raponi, Jane Henderson, or Trudi Brown as the mediator. All fees and expenses for the mediator or the decision maker and the Parent Coordinator's time and expenses will be paid by the complaining parent unless the complaint is accepted as founded in which case the Parent Coordinator will pay all the expenses except that of the complaining parent's lawyer's fees for which the complaining Parent remains solely responsible.

Patricia Lane

DEFINITIONS

14.1 In this Agreement,

- (a) "consensus building," "consensus building process" and "information gathering and consensus building process" means that the Parent Coordinator is assisting the Parents to reach an agreement; and
- (b) "determination making" or "determination making process" means that the Parent Coordinator is making a determination using the information gathered in the course of the Parent Coordinating process.
- 14.2 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

- 15.1 Each Parent has obtained independent legal advice before signing this Agreement.
- 15.2 A Parent's lawyer's signature as witness is also a statement to the effect that they have provided you with independent legal advice. Signatures are obtained in counterpart.

EXECUTION

- 16.1 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.
- 16.2 This Agreement may be executed by the parents and the Parent 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 [Address], British Columbia on the dates indicated below.

	Between	and	and	Patricia Lane
Parent		Date		
Parent		Date		
Parent Coordinato	DΓ	Date		
3 [Firm]		Per:		