

PARENTING COORDINATION AGREEMENT

BETWEEN:

PARENT 1

AND:

PARENT 2

(the "Parents")

AND:

BEV CHURCHILL, KC

WHEREAS:

- A. The Parents have one child who is the subject of this Agreement, namely:
 - a. *******, born [yyyy,mm,dd]
(the "Child").
- 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 Child 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* ("BCPCRS") and practices in accordance with the Society's Best Practice Guidelines for Parenting Coordination as amended from time to time.

THE PARTIES AGREE THAT:

1.00 APPOINTMENT OF PARENTING COORDINATOR

1.01 Bev Churchill (the "Parenting Coordinator") is appointed pursuant to:

- this Agreement;
- ☐ Minutes of Settlement, dated ***;
- ☐ the interim/final Parenting Plan dated ***;
- ☐ the Separation Agreement, dated ***;
- ☐ the interim/final Order of the Court, made [date], by [Judge/Master];
- ☐ the interim/final Ruling or Award of the Arbitrator, made [date], by [Name]

(collectively the “Authorizing Instruments”).

- 1.02 This Agreement governs the working relationship between the Parents and the Parenting Coordinator.
- 1.03 By signing this Agreement, the Parents retain the Parenting Coordinator to assist them in the interpretation, implementation and management of the parenting arrangements for their Child in accordance with the Authorizing Instruments.
- 1.04 The Parenting Coordinator confirms that they
 - a. are a member in good standing with the BC Parenting Coordinators Roster Society and either a certified mediator with Family Mediation Canada or a practising member in good standing with the [name of the applicable regulatory body]; and
 - b. meets the professional requirements set out in subsection 6(1) of the *Family Law Act Regulations*.
- 1.05 The Parents acknowledge that the Parenting Coordinator is a “family dispute resolution professional” within the meaning of section 8(1) of the *Family Law Act* (“FLA”), which requires the Parenting Coordinator to assess whether family violence may be present and, if so, address
 - a. whether the case is appropriate for parenting coordination; and
 - b. how any power imbalance or safety concerns will be mitigated.
- 1.06 To meet the obligation in paragraph 1.05, the Parenting Coordinator will meet each Parent separately, in person, by phone or by video conference (the “intake/screening session”). Prior to the intake/screening session, each Parent must provide to the Parenting Coordinator all requested personal information and intake forms.
- 1.07 All session proceedings, personal information, intake forms and records of the intake/screening session (the “Intake/Screening Records”), are private and confidential between each Parent and the Parenting Coordinator, subject to the confidentiality exceptions set out in Section 5.00 of this Agreement.
- 1.08 The Parenting Coordinator confirms that
 - a. the results of the intake/screening;
 - b. each Parent’s safety; and
 - c. the ability of each Parent to participate in the parenting coordination processwill be assessed prior to commencement and continuously throughout the Term.
- 1.09 Subject to the terms of Authorizing Instruments and any Order of the Court or

Award/Ruling of an Arbitrator, the Parenting Coordinator is appointed for a term of **twelve (12)** months (the "Term").

- 1.10 Subject to section 10.10, 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 they wish to renew the Parenting Coordinator's appointment. The Parenting Coordinator may choose not to renew an appointment.
- 1.11 Subject to any Order of the Court or Award/Ruling of an Arbitrator, 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 30 days' written notice to the Parenting Coordinator, unless otherwise agreed in writing or ordered by the Court or an Arbitrator. If the Parenting Coordinator was appointed by Order of the Court or the Award of an Arbitrator, termination must be by a further Order of the Court or Ruling of the Arbitrator.
- 1.12 The Parenting Coordinator may withdraw during the Term and will give 30 days' notice where possible, in the BCPCRS prescribed form, stating the reasons for withdrawing. Where the Parenting Coordinator was appointed by the Court, the Notice of Withdrawal will be filed with the appointing Court.
- 2.00 SUSPENSION OF COURT PROCEEDINGS & WAIVER OF RIGHT TO LITIGATE
- 2.01 During the Term the Parents will not initiate or renew court proceedings on matters which are within the scope of the Parenting Coordinator's jurisdiction pursuant to the Authorizing Instruments.
- 2.02 Subject to their rights pursuant to *FLA* s.15(6) [application to terminate] and s.19 [right of review], the Parents each waive their right to litigate any legal issues within the scope of the Parenting Coordinator's jurisdiction arising from the implementation of the parenting plan provided for in the Authorizing Instruments.
- 3.00 ROLE OF THE PARENTING COORDINATOR
- 3.01 The Parenting Coordinator is a neutral third party and is not the lawyer, counsellor, therapist or other professional service provider for either Parent.
- 3.02 The Parenting Coordinator will assist the Parents to resolve parenting issues in ways that help to promote the best interests of the child and minimize parental conflict.
- 3.03 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 as between the Parents.
- 3.04 In the course of the Term, the Parenting Coordinator may:

- a. meet with the Parents jointly or individually, and/or with one or more of the Child in the Parenting Coordinator's discretion, with the timing, frequency and duration of such meetings as determined by the Parenting Coordinator;
- b. coach the Parents about communication with each other and with the Child, 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, mental health professionals, divorce or co-parenting coaches, and independent legal counsel;
- e. attempt to resolve by consensus disputes referred to the Parenting Coordinator by either or both Parents; and
- f. if agreement cannot be reached on a dispute, resolve the dispute by making a determination binding on the Parents.

4.00 SERVICES OF THE PARENTING COORDINATOR

4.01 During the Term, including any renewal(s), the Parenting Coordinator may:

- a. provide any of the following services:
 - i. assist with the interpretation, implementation, maintenance and monitoring of an agreement, Order or written decision concerning the Child (the "Parenting Plan");
 - ii. settle anticipated or actual conflicts in the Child'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 the Child's adjustment to the Parenting Plan;
 - v. facilitate the Child's relationship with each Parent;
 - vi. assist the Parents in communicating more effectively with one another;
 - vii. facilitate the exchange of information about the Child and his/her 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 4.02, these additional matters to assist the Parents:
 - 1. developing provisions for the transportation and exchange of the Child for his/her parenting time or contact with the Child, including international travel to which the Parents have agreed, the Court

- has ordered, or an Arbitrator has awarded;
- 2. developing provisions for the creation, application for, maintenance and storage of travel documents, including passports, Nexus cards, travel consents and other travel documents;
- 3. identifying the need for the Child or a Parent to attend counselling or coaching to resolve conflicts between a Parent and one or more of the Children, and/or between the Parents in respect of the Child, and/or between two or more of the Children;
- 4. directing the Parents, and/or the Child, to counselling or coaching resources to resolve conflicts among the Parents and one or more of the Children and/or between the Parents in respect of parenting and/or among the Children; and
- 5. building consensus respecting any make-up parenting or contact time; and
- xi. subject to paragraph 4.02, any additional services which are agreed on in writing by the Parents and the Parenting Coordinator; and

b. make determinations in respect of:

- i. the Child's daily routine, including the schedule for parenting time or contact with the Child;
- ii. the education of the Child, including a Child's special needs;
- iii. the participation of the Child in extracurricular activities and special events;
- iv. the temporary care of the Child by a person other than:
 - 1. the Child's guardian(s); or
 - 2. a person who has contact with the Child under the Authorizing Instruments;
- v. the provision of routine medical, dental or other health care to the Child;
- vi. the discipline of the Child;
- vii. the transportation and exchange of the Child for the purposes of exercising parenting time or contact with them;
- viii. parenting time or contact with the Child during vacations and special occasions;
- ix. subject to paragraph 4.02, these additional matters:
 - 1. the transportation and exchange of the Child for the purposes of exercising parenting time or contact with the child, including international travel to which the Parents have agreed, the Court has ordered, or an Arbitrator has awarded;
 - 2. the creation, application for, maintenance and storage of travel documents, including passports, Nexus cards, travel consents and

- other travel documents;
- 3. the direction of the Child or a Parent to attend counselling or coaching; and
- 4. determining any make-up parenting or contact time; and
- x. subject to paragraph 4.02, any additional matters which are agreed on in writing by the Parents and the Parenting Coordinator, ordered by the Court or awarded by an Arbitrator.

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

- a. a change to the guardianship of the Child;
- b. a change in the allocation of parental responsibilities;
- c. giving parenting time or contact with the Child to a person who does not have parenting time or contact with the Child under the Authorizing Instruments, an Order of the Court, or award/ruling of an Arbitrator;
- d. a substantial change to the parenting time or contact with the Child;
- e. the relocation of the Child;
- f. any matters excluded by the Authorizing Instruments or by subsequent order of the Court or ruling of an Arbitrator;
- g. the division or possession of property; or
- h. international travel with the Child, unless provided for in the Authorizing Instruments or subsequently ordered by the Court or an Arbitrator.

4.03 The Parenting Coordinator may make recommendations to the Parents in the best interests of the Child.

4.04 Subject to the protection of solicitor-client privilege between the Parents' and their respective lawyers unless expressly waived in writing by the client,

- a. the Parenting Coordinator may communicate, consult, meet, or obtain information from third parties, including the Parents' lawyers, family members, third-party caregivers, school personnel, counsellors, therapists, health care professionals, parenting coaches, parenting assessors, Section 211 Report authors, voice of the child interviewers, social workers, Ministry representatives, and police officers. The Parents' signatures on this Agreement constitute confirmation of their consent to the authority provided in this paragraph; and
- b. the Parents will provide, promptly upon request, any third party consents as may be necessary to facilitate the Parenting Coordinator's communications with the third parties referred to in paragraph 4.04(a) of this Agreement.

5.00 PRIVACY, CONFIDENTIALITY & DUTY TO REPORT

5.01 Subject to the terms of this Section 5.00, the Parenting Coordinator will keep all information collected by the Parenting Coordinator, and their employees, private and confidential, except:

- a. to the extent that one or both Parents have provided written consent to release the information;
 - b. information regarding the safety of a person or persons;
 - c. information required by law to be shared;
 - d. non-identifying information which may be used for research or evaluation purposes; and/or
 - e. as provided in paragraph 11.05 of this Agreement.
- 5.02 Notwithstanding paragraph 5.01, the Intake/Screening Records and all notes of the Parenting Coordinator prepared before, during and after the Term (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. The PC's File will not be released except by written consent of both Parents or Order of the Court.
- 5.03 The Parents have been informed that the majority of the work during the parenting coordination process will rely primarily upon information and communication technologies, such as Zoom, Skype, FaceTime, teleconference or video calling, and/or email, as further provided in Section 9:00 of this Agreement. By signing this Agreement, the Parents accept the risks inherent in sharing information electronically and consent to share information electronically.
- 5.04 While the Parenting Coordinator will take reasonable precautions to ensure the security and confidentiality of all client information acquired by the Parenting Coordinator, including electronic information, the Parenting Coordinator cannot ensure the security of information which is transmitted and/or stored electronically.
- 5.05 The Parents acknowledge that the parenting coordination process is part of an attempt to settle differences between the Parents and agree that, except as otherwise specifically provided herein, all communications between the Parents or between any Parent and the Parenting Coordinator are neither confidential nor "without prejudice".
- 5.06 There is no confidentiality where information is obtained by or statements are made to the Parenting Coordinator by a Parent, the Child or 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 a child's relationship with either Parent or compromise a child's relationship with a therapist, a teacher, or other third party.
- 5.07 The Parents and the Parenting Coordinator agree that they will not make any audio or visual recordings of their conversations and/or 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 written consent of the other party or Parents to the recording of the conversation or other interaction.
- 5.08 Despite any other term of this Agreement, the Parenting Coordinator:

- a. has a duty to report to the Ministry of Family and Child Services ("MCFD") 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; and
- b. is required by law to disclose information received as a result of the role as Parenting Coordinator if they have 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.

6.00 PARENTING COORDINATION PROCESS

A. CONSENSUS BUILDING

- 6.01 If disputes arise concerning any of the subjects and issues listed in paragraph 4.01 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.
- 6.02 The Parenting Coordinator may meet or consult with the Child, in the presence of one or both Parents or neither Parent, as the Parenting Coordinator deems appropriate.
- 6.03 If consensus is reached, the Parenting Coordinator will confirm the terms of the agreement in writing or, if the Parenting Coordinator considers it appropriate, a formal written agreement will be prepared for the Parents' signatures.
- 6.04 Resolutions reached by consensus of the Parents are binding from the date made or specified in the agreement and are not subject to change except:
 - a. by further agreement in writing of both Parents; or
 - b. in accordance with ss. 37 and 44 of the *FLA*.

B. DETERMINATION MAKING

- 6.05 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/or consensus building process; or,
 - c. time constraints make it impossible to reach an agreement through the information gathering and consensus building process.
- 6.06 The Parenting Coordinator's decisions in the determination making process are binding

upon the Parents in accordance with section 18(5)(a) of the *FLA*, subject to review by the Court. A Parenting Coordinator's determination may be filed with the court by either parenting using Form F17.1 - Requisition and Form F17.2 - Requisition pursuant to Supreme Court Family Rules 2-1.1(2) and 2-1.1(3), respectively.

- 6.07 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 6.05 (a) or (b);
 - b. an expedited informal process of determination making, if proceeding under paragraph 6.05(c); or
 - c. a formal process, in which:
 - i. unsworn submissions are made by the Parents in writing, with an opportunity to review and respond to the position of the other Parent; or
 - ii. evidence is provided by affidavits made on oath or affirmation, with a right of reply by affidavit; or
 - iii. oral evidence is provided on oath or affirmation and is subject to cross-examination.
- 6.08 If the determination making process is conducted as a formal process, the Parenting Coordinator will convene a preliminary meeting, teleconference or video chat with the Parents in advance to address procedural issues relating to the hearing.
- 6.09 In making a determination, the Parenting Coordinator:
- a. may rely on information and documents obtained during the information gathering and consensus building process in addition to any submissions made under paragraph 6.07; and
 - b. will deliver to the Parents a written, signed statement setting out the determination and the basis for it.
- 6.10 The Parenting Coordinator may make a verbal determination and will communicate it to the Parents by telephone or by email as soon as possible, but must put the determination into writing and deliver it to the Parents as soon as practicable after the determination is made.
- 6.11 A determination, whether made orally or in writing, is effective on the date it is made or on a date specified by the Parenting Coordinator.

7.00 OBLIGATIONS OF THE PARENTS

7.01 Each Parent separately agrees to:

- a. comply with, and be bound by, the terms of this Agreement;

- b. use best efforts to:
 - i. put the best interests of the Child before their own;
 - ii. minimize the exposure of the Child to inter-parent conflict; and
 - iii. treat each other with respect;
- c. co-operate with the Parenting Coordinator and take part in the Parenting Coordinator process with promptness and in good faith;
- d. promptly produce all information, records and documents requested by the Parenting Coordinator; and
- e. sign and return, promptly on request, such releases as may be required to authorize the Parenting Coordinator to contact and obtain information and documents from third parties as provided in paragraph 4.04 of this Agreement.

7.02 The Parents will promptly provide the Parenting Coordinator with:

- a. copies of the Authorizing Instruments and all Court Orders made to date or, where the Orders are not available, a transcript of the reasons for judgment;
- b. copies of all assessments concerning the Child, including any assessments prepared under s. 211 of the *FLA* or s. 15 of the *Family Relations Act*, and expert opinions and reports concerning the Child and/or the Parents;
- c. copies of any other documents requested by the Parenting Coordinator produced in the course of the court proceedings, save and except for affidavits, unless specifically requested by the Parenting Coordinator; and
- d. in the discretion of the Parenting Coordinator, the Child's passports and signed authorizations for the Child's travel.

8.00 FURTHER COURT PROCEEDINGS

8.01 Notwithstanding Section 2.00 of this Agreement, the Parents are entitled to apply to the Court:

- a. to enforce the agreements and determinations made in the parenting coordination process;
- b. for review of a determination under *FLA* s. 19; and
- c. for variation of an agreement under *FLA* s. 44.

8.02 The following terms apply to a review of a determination pursuant to *FLA* s. 19:

- a. written notice of an intention to seek a review shall be given to the other Parent(s) and the Parenting Coordinator within 7 business days of the date the determination was issued;
- b. unless otherwise ordered by the Court or ruled by an Arbitrator appointed by the Parents, the application for review will be made within 40 days of the date the determination was issued; and

- c. a copy of the application for review will be provided to the Parenting Coordinator.
- 8.03 Except by Order of the Court or award/ruling of an Arbitrator appointed by the Parents, the Parenting Coordinator's file is confidential and neither Parent, nor counsel on their behalf, will attempt to require the Parenting Coordinator to produce any portion of the Parenting Coordinator's file. The Parent on whose behalf production of a copy of some or all of the Parenting Coordinator's file is ordered will compensate the Parenting Coordinator for the time spent reviewing the file to comply with professional standards and the reasonable cost of producing copies (including scanning, uploading, etc.). Subject to the terms of the order of the Court or ruling of the Arbitrator, the Parent requiring production of the file will be responsible for the fees and disbursements of the Parenting Coordinator to do so in advance.
- 8.04 If a Parent subpoenas the Parenting Coordinator to give evidence in a proceeding, the Parent issuing the subpoena will provide the Parenting Coordinator with a retainer based on their then current hourly rate in advance to compensate the Parenting Coordinator for their estimated time and disbursements spent in preparation for and attendance at the proceeding 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.
- 8.05 If the Court or an Arbitrator subpoenas the Parenting Coordinator to give evidence, the Parents will provide the Parenting Coordinator with a retainer based on their then current hourly rate in advance to compensate the Parenting Coordinator for their estimated time and disbursements spent in preparation for and attendance at the proceeding 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.
- 9.00 REMOTE PARTICIPATION & USE OF INFORMATION AND COMMUNICATION TECHNOLOGY
- 9.01 By signing this Agreement, the Parents agree that the Parenting Coordinator and one or more of the participants (including third parties, if any) may rely primarily upon information and communication technologies, such as Zoom, Skype, FaceTime, email, teleconference or video calling (the "Technology") to communicate with each other to participate in the parenting coordination process, the following terms will apply:
- a. one or more of the participants are or may be at a distance from each other and it is acknowledged and agreed that they intend to participate from different locations;
 - b. this agreed upon use of the Technology by one or more of the participants and/or the Parenting Coordinator will not be used by any of the Parents as an advantage over any other party, either during or following the parenting coordination process, nor will any of the Parents attempt to use the use of the Technology during the parenting coordination process to undermine the enforceability of any agreement reached as the result of the process;
 - c. each party undertakes not to have any other person in the room or within hearing distance when using the Technology to participate in the parenting coordination process without the consent of all Parents and the Parenting Coordinator, obtained in advance. Any such person consented to will sign as an observer to

this Agreement and will be bound by its terms, in particular, the obligations of confidentiality. Each party hereby agrees that the Child will not be present or within hearing distance, unless a Child is participating in the process by consent, expressly agreed upon by all Parents in writing in advance;

- d. no participant or the Parenting Coordinator will record or permit to be recorded any of the parenting coordination process without consent of all Parents in writing in advance;
- e. each party recognizes that, given the use of the Technology, it is not possible to
 - i. ensure that all communications will be confidential; and
 - ii. completely control where and how some personal information may be collected or stored; and
- f. by signing this Agreement, each participant specifically agrees to the use of the Technology for the purposes of the parenting coordination process and expressly releases the Parenting Coordinator from any and all liability in the event of an inadvertent disclosure, despite precautions being undertaken.

10.00 FEES, DISBURSEMENTS AND OTHER CHARGES

10.01 Subject to paragraph 10.10, the Parenting Coordinator's hourly rate is **\$550**.

10.02 Subject to the terms of the Authorizing Instruments, or any subsequent Order of the Court or ruling of an Arbitrator, 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 determines it is appropriate.

10.03 Fees will be charged for all work performed pursuant to the terms of this Agreement, including phone calls, emails and other correspondence, intake/screening sessions, meetings with the Parents, the Child, and third parties, document review, preparation of documents, including agreements, protocols, recommendations and determinations, and preparation for and attendance at court. The Parents are responsible for all costs associated with third parties' time communicating with the Parenting Coordinator.

10.04 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.

10.05 Before the Parenting Coordinator begins work under this Agreement, each Parent will provide the Parenting Coordinator with **\$5,500** to be held in trust as follows:

- a. \$5,500 from each Parent to be held in trust (the "Retainer") for payment of their accounts, and the Parenting Coordinator will pay their accounts from the Retainer;
- b. 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 they are paid by the Parent not in default of the Parenting Coordinator's request to replenish the Retainer; and

- c. 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.

- 10.06 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.
- 10.07 Payment is due on all accounts when rendered. If any account is not paid within 30 days of its date, then interest will be charged on the outstanding balance at the rate of 1.5% per month (18% per year), calculated from the date the account is rendered until it is paid in full.
- 10.08 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 \$500 plus disbursements and other charges, against that Parent for the cancelled appointment.
- 10.09 If the Term is renewed or extended by agreement, Order of the Court or Ruling of an Arbitrator, the Parenting Coordinator's then current hourly rate will apply to the renewal or extended term, effective as of the date of the renewal or extension.
- 10.10 If the Parenting Coordinator is required to resort to a dispute resolution process, court or a collection agency to retrieve payment from the Parents, each Parent waives the right of confidentiality to the extent that identifying information and any ancillary documents are required for the claim.

11.00 GENERAL

- 11.01 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.
- 11.02 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
- 11.03 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 accordance with this Agreement.
- 11.04 If a dispute arises concerning any of the terms of this Agreement, including the payment of fees, disbursements and other charges, the Parents will first seek to resolve the

dispute through med/arbitration, arbitration or the civil resolution tribunal. The payment of any retainer required by the dispute resolution professional will be borne equally by the Parents.

- 11.05 If either Parent makes a complaint or request for dispute resolution regarding the Parenting Coordinator to either or both of the BC Parenting Coordinators Roster Society and the Parenting Coordinator's regulatory body, then the Parents hereby consent to the Parenting Coordinator releasing to any of the following involved in review of the issue:
- a. the BC Parenting Coordinators Roster Society;
 - b. the Parenting Coordinator's regulatory body;
 - c. any insurers, and/or
 - d. legal counsel,
- any file information necessary for the Parenting Coordinator to respond to the complaint.

12.00 INTERPRETATION

12.01 In this Agreement,

- a. "consensus building," "consensus building process" or "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.

12.02 Words and phrases not otherwise defined in this Agreement have the meaning assigned in the *FLA* or, if not defined in the *FLA*, the meaning assigned in the *Interpretation Act*.

12.03 Any provision of this Agreement found to be void, voidable, or otherwise unenforceable is severable and the remainder of the Agreement will continue in effect.

12.04 The provisions of Sections 5.00, 8.00, 10.00 and 11.00 of this Agreement survive the end of the Term and remain in full force and effect.

13.00 INDEPENDENT LEGAL ADVICE

13.01 Each Parent has obtained, or been strongly encouraged to obtain, independent legal advice before signing this Agreement and will complete a Parent's certificate of independent legal advice in the form attached as Schedule A-1, A-2 or C-1.

13.02 When a Parent receives independent legal advice as described in section 13.01, the lawyer who provides the advice will complete a lawyer's certificate of independent legal advice in the form attached as Schedule B-1 or B-2.

14.00 EFFECTIVE DATE

14.01 This Agreement is made effective on the later of the date it is signed by the last party and the date the initial Deposit(s) and Retainer(s) are paid in full.

14.02 This Agreement may be executed

- a. by the Parents and the Parenting Coordinator signing one copy of this Agreement; or
- b. 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; or
- c. by electronic means.

THIS AGREEMENT IS ACCEPTED AND AGREED TO at Kelowna, British Columbia on the dates indicated below.

PARENT 1 Parent	Date:
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PARENT 2 Parent	Date:
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NAME BEV CHURCHILL, KC Parenting Coordinator	Date:
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SCHEDULE "A-1"

**PARENT'S CERTIFICATE OF INDEPENDENT LEGAL ADVICE
(Section 13.01)**

I, [NAME], confirm that I have received independent legal advice and have attached to this Agreement a copy of the Certificate of Independent Legal Advice that was provided to me.

Date:	Signature of Parent
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SCHEDULE "B-1"

**LAWYER'S CERTIFICATE OF INDEPENDENT LEGAL ADVICE
(Section 13.02)**

I, [NAME], have explained to my client, [NAME], the meaning of the attached Parenting

Coordination Agreement and have given to them 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 Parenting Coordination process and is doing so voluntarily.

Date:

Signature of Lawyer

SCHEDULE "A-2"

**PARENT'S CERTIFICATE OF INDEPENDENT LEGAL ADVICE
(Section 13.01)**

I, [NAME], confirm that I have received independent legal advice and have attached to this Agreement a copy of the Certificate of Independent Legal Advice that was provided to me.

Date:

Signature of Parent

SCHEDULE "B-2"

**LAWYER'S CERTIFICATE OF INDEPENDENT LEGAL ADVICE
(Section 13.02)**

I, [NAME], have explained to my client, [NAME], the meaning of the attached Parenting Coordination Agreement and have given them 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 Parenting Coordination process and is doing so voluntarily.

Date:

Signature of Lawyer

SCHEDULE "C-1"

**PARENT'S WAIVER OF INDEPENDENT LEGAL ADVICE
(Section 13.01)**

I, [NAME], confirm that I have been advised of my right to obtain independent legal advice before signing the Parenting Coordination Agreement dated _____, and the strong recommendation that I do so. I confirm that I have declined to obtain independent legal advice in this regard.

I confirm that a copy of the Parenting Coordination Agreement was sent to me prior to the date of signing it and that I had an opportunity to read the entire Parenting Coordination Agreement, make any inquiries and suggest any changes to it, prior to signing.

I confirm that I understand the nature of the Parenting Coordination Agreement and the effect to me of signing it. I have executed the document voluntarily and not under any undue influence exercised by any person.

Date:

Signature of Parent

SCHEDULE "C-1"

**PARENT'S WAIVER OF INDEPENDENT LEGAL ADVICE
(Section 13.01)**

I, [NAME], confirm that I have been advised of my right to obtain independent legal advice before signing the Parenting Coordination Agreement dated _____, and the strong recommendation that I do so. I confirm that I have declined to obtain independent legal advice in this regard.

I confirm that a copy of the Parenting Coordination Agreement was sent to me prior to the date of signing it and that I had an opportunity to read the entire Parenting Coordination Agreement, make any inquiries and suggest any changes to it, prior to signing.

I confirm that I understand the nature of the Parenting Coordination Agreement and the effect to me of signing it. I have executed the document voluntarily and not under any undue influence exercised by any person.

Date:

Signature of Parent