

Parenting Coordination Proceedings

Between:

And:

And:

John-Paul E. Boyd, KC
John-Paul Boyd Arbitration Chambers

Parenting Coordination Agreement

Introduction

- A. Children are most likely to achieve their full potential if conflict between their parents is minimized.
- B. It is in the best interest of families to resolve disputes about children's parenting arrangements outside of court when possible.
- C. Parenting coordination is a child-focused dispute resolution process intended to:
 - i. help parents implement the terms of a final order, award or agreement about the parenting arrangements for their children and contact with their children;
 - ii. help parents resolve disagreements about parenting issues in a timely manner once a final order, award or agreement about the parenting arrangements for their children or contact with their children has been made; and,
 - iii. promote mutual understanding, encourage constructive dialogue, and reduce conflict between parents.
- D. The parties to this agreement and the parenting coordinator appointed by this agreement intend to participate in the parenting coordination process honestly, cooperatively and in good faith, whether the parties have agreed to use parenting coordination or were required to use parenting coordination by a court order or an arbitrator's award.

In consideration of John-Paul Boyd Arbitration Chambers providing parenting coordination services, _____ and _____ agree to the following terms.

Agreement to parenting coordination

1. _____ and _____ wish to resolve disputes arising from or relating to the implementation of the terms of their final order, award or agreement about the parenting arrangements for their children, referred to in this agreement as the Parenting Plan, without resorting to or continuing any litigation.
2. This agreement is an arbitration agreement under the *Arbitration Act* of Alberta, for parenting coordination taking place in Alberta, or a parenting coordination agreement under the *Family Law Act* of British Columbia, for parenting coordination taking place in British Columbia. It is effective when:
 - a) _____ and _____ have received independent legal advice about the meaning and consequences of this agreement, and the lawyers consulted by the parties have signed the Certificates of Independent Legal Advice attached to this agreement; and,
 - b) this agreement has been signed by all parties to the agreement.
3. For the purposes of this agreement, the parenting coordination process takes place in the province in which both parties normally live or, if the parties normally live in different provinces, the province in which the children normally live.
4. The parenting coordinator for this parenting coordination process is John-Paul E. Boyd, KC of John-Paul Boyd Arbitration Chambers, referred to in this agreement as the Parenting Coordinator. The Parenting Coordinator is an accredited parenting coordinator, and meets the professional requirements set out in section 6(1) of the Family Law Act Regulation of British Columbia.
5. _____ and _____ expect that this parenting coordination process will be conducted wholly or in part by teleconference or videoconference. Accordingly, in this agreement words like “conference,” “meeting” and “hearing” include conferences, meetings and hearings held by teleconference and by videoconference, and the parties agree that nothing in this agreement requires any of the Parenting Coordinator or the parties to be physically present in the same room at the same time.

6. In this agreement,
 - a) references to the law of British Columbia do not apply to parenting coordination processes taking place in Alberta and references to the law of Alberta do not apply to parenting coordination processes taking place in British Columbia; and,
 - b) where a term begins with a checkbox, the parties are bound by terms with checkboxes that are checked and are not bound by terms with checkboxes that are not checked.
7. The Certificates of Independent Legal Advice attached to this agreement are a part of this agreement.
8. This agreement may be executed in counterparts, meaning that it may be entered into by each party signing a separate copy of this agreement and sending their signed copy to the other party and to the Parenting Coordinator by email.

Waiver of right to litigate

9. _____ and _____ waive their right to litigate or further litigate any legal issues relating to the Parenting Plan, subject to the rights of appeal and review set out in the *Arbitration Act* of Alberta, for parenting coordination taking place in Alberta, or in the *Family Law Act* of British Columbia, for parenting coordination taking place in British Columbia.
10. Nothing in this agreement limits or prevents the exercise of any enforcement rights that the parties may have through the courts, maintenance enforcement programs or otherwise.
11. On application by a party, but subject to the court's discretion, the terms of this agreement may be incorporated into a court order to be made with the agreement of the parties, called a "consent order."

Duties and role of Parenting Coordinator

12. The Parenting Coordinator will help the parties resolve issues relating to the Parenting Plan and the parenting of the children in a way aimed at promoting the best interests and wellbeing of the children and minimizing conflict between the parties.
13. The Parenting Coordinator will:
 - a) remain independent, unbiased and impartial in all contacts with _____ and _____ ;

- b) treat _____ and _____ fairly and equally;
- c) not advance the interests of one party over those of the other, or over the interests of the children; and,
- d) ensure that each party has the opportunity to express their positions as best they can.

14. The Parenting Coordinator may:

- a) assist with the implementation, maintenance and monitoring of the terms of the Parenting Plan;
- b) settle anticipated or actual conflicts in the children's scheduling;
- c) clarify and resolve different interpretations of or ambiguities in the Parenting Plan, and develop new provisions to address circumstances that were not anticipated when the Parenting Plan was made;
- d) monitor the children's adjustment to the Parenting Plan;
- e) facilitate the children's relationships with each party;
- f) help the parties communicate effectively with each other;
- g) facilitate the exchange of information about the children and their routines;
- h) resolve disputes about the education of the children, including in relation to a child's special needs, if any;
- i) resolve disputes about the participation of the children in extracurricular activities, out-of-school activities, and special events;
- j) resolve disputes about the children's use of, or appearance in, social media;
- k) resolve disputes about the temporary care of the children by someone other than a party or a person who has contact with the children;
- l) resolve disputes about the routine medical, dental or other health care needs of the children;

- m) resolve disputes about the discipline of the children;
 - n) resolve disputes about the transportation or exchange of children between the parties and persons who have contact with the children, and assist in developing arrangements for the transport of clothing, equipment, toys and personal possessions between the parties' households;
 - o) resolve disputes about the sharing of parenting time and contact on holidays and special occasions;
 - p) subject to paragraph 18 of this agreement, provide the additional services identified in the page attached to this agreement as Appendix A, if any;
 - q) report to the court or to an arbitrator on the status of the parenting coordination process, disputes arising in the process and the parties' compliance with the process, as may be ordered by the court or an arbitrator or be agreed to by the parties; and,
 - r) report to the court or to an arbitrator on the status of agreements reached and determinations made during the parenting coordination process, as may be ordered by the court or an arbitrator or be agreed to by the parties.
15. _____ and _____ understand and agree that while the Parenting Coordinator is a lawyer, he is not acting as legal counsel for either party and is not providing legal advice to either party.

Powers of Parenting Coordinator

16. The Parenting Coordinator may
- a) meet with the parties together or individually, and with the children together or individually, as and when the Parenting Coordinator decides it is appropriate,
 - b) communicate with the parties together or individually, as and when the Parenting Coordinator decides it is appropriate,
 - c) coach the parties about communication with each other and with the children,
 - d) refer the parties to resources about parenting, communication skills and dispute resolution techniques,
 - e) consult with other professionals about parenting issues and the implementation of the Parenting Plan, including other parenting coordinators, mental health professionals and independent legal counsel,

- f) require the parties to provide him with the original copies of the children's birth certificates, passports and signed travel permissions,
- g) attempt to resolve an issue relating to the Parenting Plan referred to him by either or both parties by the agreement of the parties, in the information-gathering and agreement-building phase of the parenting coordination process,
- h) if agreement cannot be reached on an issue referred to him or if the issue is urgent, resolve the issue by making a determination that is binding on the parties, in the determination-making phase of the parenting coordination process, and
- i) subject to paragraph 18 of this agreement, take the additional steps identified in the page attached to this agreement as Appendix B, if any,

all with the long-term goal of helping the parties resolve future parenting issues without the help of the court, arbitrators, lawyers and other professionals, including the Parenting Coordinator.

- 17. The Parenting Coordinator may consult with, meet with or obtain information from other people, including the lawyers for the parties, the parties' family members, the children's caregivers, school personnel, counsellors, therapists and medical care providers.
- 18. The Parenting Coordinator may not:
 - a) make substantial or permanent changes to the arrangements for parenting time or contact set out in the Parenting Plan;
 - b) give parenting time or contact to someone who does not have parenting time or contact under the Parenting Plan;
 - c) change the arrangements for the guardianship of the children and the allocation of parental responsibilities set out in the Parenting Plan;
 - d) make determinations concerning the relocation of a party or a child; or,
 - e) create or change an obligation to pay child support with respect to any of the children, unless creating or changing an obligation to pay child support is an additional service identified in the page attached to this agreement as Appendix A.

Duties of parties

19. _____ and _____ each agree to:
- a) make their best efforts to put the interests of their children ahead of their own;
 - b) make their best efforts to minimize the children's exposure to the conflict between them;
 - c) make their best efforts to treat each other with respect and courtesy;
 - d) comply with their obligations under this agreement;
 - e) comply with all agreements that may be reached and determinations that may be made in the parenting coordination process promptly and in good faith;
 - f) cooperate with the Parenting Coordinator and participate in the parenting coordination process honestly and in good faith;
 - g) make their best efforts to treat the Parenting Coordinator with courtesy and refrain from the use of abusive, accusatory or threatening language in their communications with the Parenting Coordinator;
 - h) promptly produce any information, records or documents necessary to the parenting coordination process, and the disagreements arising in the process, as the Parenting Coordinator may request; and,
 - i) sign such authorizations and releases as may be necessary for the Parenting Coordinator to communicate with and obtain information and documents from other people.
20. Once this agreement is signed, the parties will provide the Parenting Coordinator with copies of:
- a) all final orders, awards and agreements concerning the children and the Parenting Plan;
 - b) all assessments and reports concerning the children and the parenting capacity of the parties that were prepared in the dispute resolution process that resulted in the Parenting Plan; and,

- c) any other assessments and reports concerning the children, including any psychoeducational reports, psychiatric assessments and other clinical reports.

Assessment

- 21. Before the commencement of the parenting coordination process, the Parenting Coordinator will
 - a) meet separately with either or both of _____ and _____, or
 - b) refer either or both of _____ and _____ to an independent serviceto assess for power imbalances and the risk or presence of family violence.
- 22. The information obtained during the assessment process, including any notes and records made by or for the Parenting Coordinator, is confidential and will not be disclosed to anyone for any purpose, except as may be required by law or by court order.
- 23. _____ and _____ consent to the assessment process and will not raise the assessment process as a procedural issue in any future court proceedings, including applications to cancel, stay or set aside this agreement or to cancel, stay or set aside any agreements made by the parties or determinations made by the Parenting Coordinator in this parenting coordination process.

Privacy and lack of privilege and confidentiality

- 24. The Parenting Coordinator works outside of solicitor-client privilege and therapist-patient confidentiality. _____ and _____ understand and agree that:
 - a) none of the discussions between the Parenting Coordinator and the parties and between the Parenting Coordinator and the parties' lawyers, except those relating to the assessment process, are privileged or confidential; and,
 - b) statements made and information given to the Parenting Coordinator by the parties and by other people in the parenting coordination process are not confidential.
- 25. Although the parenting coordination process is neither privileged nor confidential, it is private. _____, _____ and _____

the Parenting Coordinator agree that they will not make any audio or visual recordings of their conversations and other interactions with each other, unless they have first:

- a) disclosed their intention to record a conversation or another interaction; and,
- b) obtained the express consent of the other party or parties to the proposed recording of the conversation or other interaction.

26. _____ and _____ likewise agree that they will not record, share or distribute any part of the conferences, meetings and hearings held in the parenting coordination process and, specifically, that:

- a) they will not capture, record, mirror or otherwise save their computer's video output during any conferences, meetings and hearings;
- b) they will not capture, record or otherwise save their computer's audio output during any conferences, meetings and hearings; and,
- c) they will not stream, broadcast, retransmit, post or otherwise distribute any portion of any conferences, meetings and hearings, including on social media.

27. _____ and _____ likewise agree that, without the prior consent or direction of the Parenting Coordinator, they will not:

- a) discuss the other parent, disagreements about parenting decisions, the Parenting Coordinator, the parenting coordination process and the outcomes of the process on the internet, in social media or with news media;
- b) discuss disagreements about parenting decisions, the Parenting Coordinator, the parenting coordination process and the outcomes of the process with the children;
- c) send communications they make or receive in the parenting coordination process to anyone other than each other, their lawyers, their parenting coaches, their counsellors or therapists, and the Parenting Coordinator;
- d) allow anyone, including the children, to be present during any conferences, meetings and hearings in the parenting coordination process, or to see or hear any part of any any conferences, meetings and hearings in the parenting coordination process;

- e) allow anyone, including the children, to see, hear or otherwise observe any part of any conferences, meetings and hearings in the parenting coordination process by any means, including electronic means; or,
 - f) allow anyone, including the children but excluding their lawyers, their parenting coaches, their counsellors or therapists, and their spouses or partners, to read the memoranda, agreements and determinations prepared by the Parenting Coordinator.
28. The Parenting Coordinator may withhold from one or both parties statements made and information given to him by
- a) the children, in confidence,
 - b) counsellors, therapists and other medical and mental health professionals, and
 - c) teachers, social workers, family members and other people,
- if, in his view, disclosure of the statements or information could be harmful to the children's relationship with a party or compromise the children's relationships with other important people in their lives.
29. _____ and _____
acknowledge that the Parenting Coordinator may be legally obligated to disclose information obtained during the parenting coordination process where the Parenting Coordinator has reason to believe that:
- a) a child is suffering or at risk of harm, under the *Child, Youth and Family Enhancement Act* of Alberta or under the *Child, Family and Community Service Act* of British Columbia; or,
 - b) there is an imminent risk of death or serious physical or psychological harm to an identifiable person or group and the disclosure is necessary to prevent such death or harm.

The information-gathering and agreement-building phase

30. If a disagreement relating to the Parenting Plan and the parenting of the children arises between _____ and _____ that they are unable to resolve on their own, either or both parties may notify the Parenting Coordinator about the disagreement and begin the information-gathering and agreement-building phase of the parenting coordination process.

31. The Parenting Coordinator will, subject to paragraph 36(c) of this agreement, consult or meet with the parties to gather information about the disagreement and try to resolve the disagreement through the agreement of the parties. The timing, frequency, location and format of these consultations and meetings will be determined by the Parenting Coordinator.
32. The Parenting Coordinator may meet with the children to get their views on the disagreement, in the presence of one or both parties, or in the presence of neither party, as the Parenting Coordinator considers appropriate.
33. If an agreement is reached resolving the disagreement, the Parenting Coordinator will summarize the terms of the agreement in writing. If the Parenting Coordinator considers it appropriate, he will prepare a written memorandum of agreement that the parties will sign.
34. Agreements reached in the information-gathering and agreement-building phase are binding on the parties, whether reduced to a written memorandum of agreement or not, and can only be changed:
 - a) if there has been an important change in the circumstances of a party or a child since the agreement was reached; or,
 - b) with the agreement of both parties, whether or not there has been an important change in circumstances since the agreement was reached.
35. On application by a party, but subject to the court's discretion, the terms of agreements reached in the information-gathering and agreement-building phase may be incorporated into a consent order and, if such an application is made, the parties will cooperate and take such steps as may be necessary to enter the order in court.

The determination-making phase

36. The Parenting Coordinator may begin the determination-making phase of the parenting coordination process and make a determination resolving a disagreement between _____ and _____ relating to the Parenting Plan or the parenting of the children if:
 - a) the parties are unable to reach an agreement resolving the disagreement, including in the information-gathering and agreement-building phase;
 - b) _____ or _____ chooses not to participate, or will not make themselves available to participate, in the

information-gathering and agreement-building phase with respect to the disagreement; or,

- c) the issue is urgent and there is, in the view of the Parenting Coordinator, not enough time to try to reach an agreement on the disagreement in the information-gathering and agreement-building phase.
37. The Parenting Coordinator will make determinations in the determination-making phase by applying:
- ☐ a) the law of Alberta; or,
 - ☐ b) the law of British Columbia.
38. The Parenting Coordinator will decide, in consultation with the parties if time permits, how the determination-making phase will be conducted, including:
- a) the issue or issues which must be determined to resolve the disagreement;
 - b) whether a hearing is required to make a determination resolving the disagreement and, if so, the time, date and place of the hearing and whether the hearing will be conducted in person, by telephone or by videoconference;
 - c) whether the parties must provide written information and arguments, and, if so, the order in which the parties will provide information and arguments;
 - d) whether evidence must be presented to make a determination resolving the disagreement and, if so, whether all or some of the evidence must be presented through oral evidence or written statements, or both; and,
 - e) whether expert evidence is required to make a determination resolving the disagreement and, if so, the expert who will be asked to provide evidence, the questions to be addressed by the expert and how the parties will pay for the expert's fees and expenses.
39. The Parenting Coordinator may rely on documents and information gathered in the information-gathering and agreement-building phase, if any, when making determinations in the determination-making phase.
40. The Parenting Coordinator will provide a written award summarizing his determination as soon as possible after determination-making phase has begun.
- _____ and _____ agree that

the award will provide only summary reasons for the Parenting Coordinator's determination.

41. Subject to and as required by the *Arbitration Act* of Alberta, for parenting coordination taking place in Alberta, or the *Family Law Act* of British Columbia, for parenting coordination taking place in British Columbia, _____ and _____ understand and agree that the Parenting Coordinator's determinations in the determination-making phase are binding upon them, and, subject to paragraph 44 of this agreement, can only be changed:
- a) if there has been an important change in the circumstances of a party or a child since the determination was made; or,
 - b) with the agreement of both parties, whether or not there has been an important change in circumstances since the determination was made.
42. On application by a party, but subject to the court's discretion, the terms of the Parenting Coordinator's determinations may be incorporated into a consent order and, if such an application is made, the parties will cooperate and take such steps as may be necessary to enter the order in court.

Enforcement of agreements and determinations

43. Either party may apply to court to enforce agreements reached and determinations made in the parenting coordination process.

Appeals and further court proceedings

44. A determination may be appealed by a party in accordance with sections 44 and 46 of the *Arbitration Act* of Alberta, for parenting coordination taking place in Alberta, or be reviewed by a party in accordance with section 19 of the *Family Law Act* of British Columbia, for parenting coordination taking place in British Columbia.
45. The parties acknowledge that the Parenting Coordinator may be compelled by a party to give evidence in appeals, reviews and other litigation proceedings. The party who calls the Parenting Coordinator to give evidence agrees to pay to the Parenting Coordinator the sum of \$450 per hour, plus GST (and PST in British Columbia), for all time spent by the Parenting Coordinator in consequence of being called as a witness, including time spent reviewing documents and preparing to give evidence, whether or not the Parenting Coordinator actually testifies in the legal proceeding.

Termination of agreement and resignation of Parenting Coordinator

46. Neither _____ nor _____ may unilaterally terminate this agreement. The Parenting Coordinator will continue the parenting coordination process even though a party no longer wishes to participate or has stopped participating. However:
- a) if the parties were required to enter the parenting coordination process by court order, they may apply to court for an order terminating either or both of this agreement and their obligation to use the parenting coordination process;
 - b) if the parties were directed to enter the parenting coordination process by an arbitrator's award, they may apply to court or to an arbitrator for an award terminating either or both of this agreement and their obligation to use the parenting coordination process; or,
 - c) if the parties agreed to use the parenting coordination process, they may agree in writing to terminate either or both of this agreement and the parenting coordination process.
47. The Parenting Coordinator may at any time resign his appointment as parenting coordinator by providing written notice of his resignation to the parties.

End of the parenting coordination process

48. The parenting coordination process will end when:
- a) this agreement has terminated under paragraph 46 of this agreement;
 - b) the Parenting Coordinator has resigned under paragraph 47 of this agreement; or,
 - c) the term of the Parenting Coordinator's appointment, at paragraphs 50 and 51 of this agreement, has concluded and the Parenting Coordinator has not been appointed and retained for a further term or the Parenting Coordinator has refused to be appointed and retained for a further term.
49. The Parenting Coordinator will cease to have authority to make determinations resolving disagreements relating to the Parenting Plan or the parenting of the children, called being "functus officio," when the parenting coordination process has ended.

Appointment and deposit, retainer and fees of Parenting Coordinator

50. _____ and _____ jointly appoint and retain the Parenting Coordinator for a term of 24 months.
51. The Parenting Coordinator may agree to be appointed and retained for further terms of no more than 24 months by order, award or agreement.
52. _____ and _____ agree that the Parenting Coordinator will be paid \$350 per hour, plus GST, for all work performed by the Parenting Coordinator in relation to the parenting coordination process, including conferences, meetings, hearings, telephone calls, correspondence, drafting documents, reviewing documents and other services.
53. _____ and _____ also agree that John-Paul Boyd Arbitration Chambers will be reimbursed for all necessary expenses incurred by the Parenting Coordinator in connection with the parenting coordination process, including boardroom booking fees, photocopying when professional printing services are used, equipment rental, courier fees and similar expenses.
54. _____ and _____ agree that the Parenting Coordinator will be paid a per diem rate of \$400 when the Parenting Coordinator is required to travel outside Calgary, Alberta and overnight accommodation is necessary. John-Paul Boyd Arbitration Chambers will not otherwise be reimbursed for travel time or for other expenses incurred when the Parenting Coordinator is required to travel, including hotel accommodation, mileage or car rental, airfare, meals and similar expenses.
55. Before the Parenting Coordinator begins to provide services under this agreement:
- a) each party will provide the Parenting Coordinator with the sum of \$3,675 (being \$3,500 plus GST), to be held in trust for purpose of paying his ongoing accounts, referred to in this agreement as the parties' Retainers; and,
 - b) each party will provide the Parenting Coordinator with the additional sum of \$735 (being \$700 plus GST), to be held in trust for the purpose of securing payment of his accounts in the event a party's Retainer is exhausted, referred to in this agreement as the parties' Deposits.
56. The Parenting Coordinator will issue periodic accounts to the parties, setting out the services performed by the Parenting Coordinator and the dates and times of those services, and including an itemized statement of the expenses incurred by the Parenting Coordinator or John-Paul Boyd Arbitration Chambers. These accounts will be paid from

the parties' Retainers, and payment is due when the Parenting Coordinator's accounts are sent to the parties.

57. The parties will be required to replenish their Retainers as they are depleted, on notice from the Parenting Coordinator. If a party fails to replenish his or her Retainer when and as requested, the Parenting Coordinator may:
- a) refuse to provide further services until the party has replenished his or her Retainer;
 - b) continue to provide services, drawing on the party's Retainer to pay his fees and expenses until the Retainer is exhausted, and then drawing on the party's Deposit to pay his fees and expenses, until the Deposit is exhausted, and refuse to provide further services thereafter; or,
 - c) continue to provide services, accepting payment of the fees and expenses owed by the party from the other party to the parenting coordination process.
58. The Parenting Coordinator will return any portion of parties' Retainers and the parties' Deposits remaining when the Parenting Coordinator has ceased to act and all of his accounts for fees and disbursements have been paid.
59. _____ and _____ agree that they are each responsible for paying one-half of the Parenting Coordinator's accounts, and that the Parenting Coordinator may from time to time adjust the sharing of the cost of particular services between the parties if in his opinion it would be unfair that the parties be equally responsible for the cost of those services as a result of the behaviour of a party.
60. Interest will accrue at a compounding rate of 1% per month (12.68% per year) on all of the Parenting Coordinator's accounts that are not paid within 30 days of the date on which they are due.

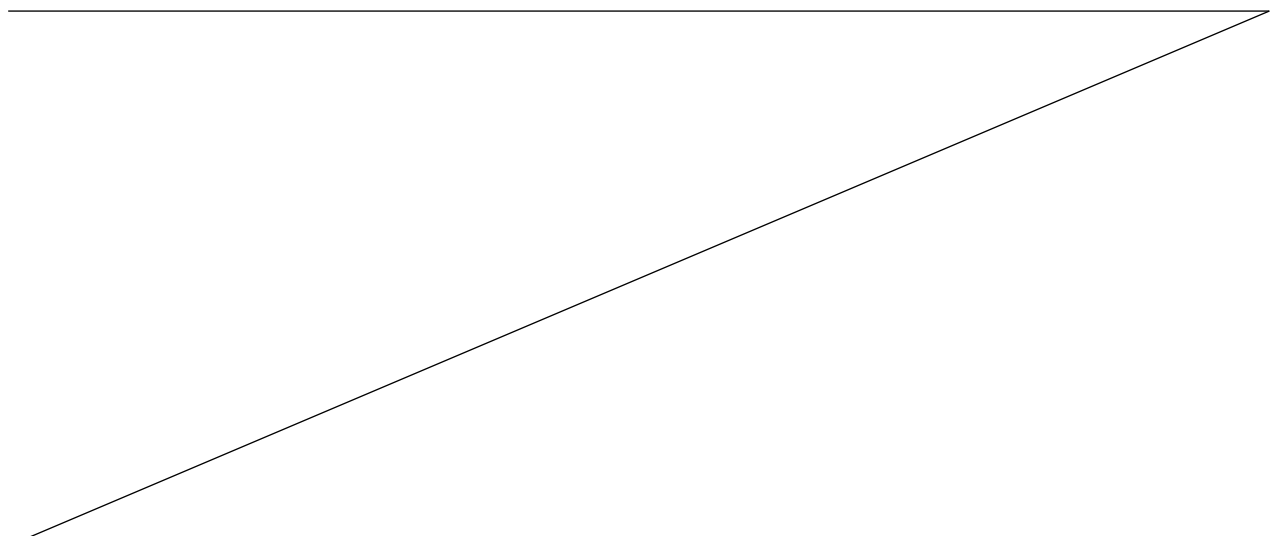
Waiver of liability

61. _____ and _____ acknowledge that while the Parenting Coordinator will make his best efforts to preserve the privacy of conferences, meetings and hearings, he cannot make any promises or guarantees about the security of communications made through teleconferencing and videoconferencing technology. The parties are responsible for informing themselves of the risks and consequences of possible security breaches, and for ensuring the security of their individual access to the teleconferencing and videoconferencing technology, including the security of their computers, electronic devices, networks, and access to the internet.

62. _____ and _____ waive any claim or right of action they may have against John-Paul E. Boyd, KC and John-Paul Boyd Arbitration Chambers arising out of the parenting coordination process.

Acknowledgments

63. In the case of parenting coordination processes taking place in Alberta, the parties acknowledge that:
- a) determinations about the powers, responsibilities and entitlements of guardians, parenting time and contact with children will be made taking into consideration only the best interests of the child;
 - b) the *Arbitration Act* provides that an arbitration agreement may be only cancelled by the court under the law of contract, which includes legal questions about issues such as incapacity, duress, undue influence, coercion, mistake and misrepresentation; and,
 - c) the *Arbitration Act* provides that a determination may be cancelled by the court if a party signed an arbitration agreement while under a legal incapacity or the Parenting Coordination's determination was obtained by fraud.
64. In the case of parenting coordination processes taking place in British Columbia, the parties acknowledge that:
- a) determinations about parental responsibilities, parenting time and contact with children will be made taking into consideration only the best interests of the child; and,



- b) the *Family Law Act* provides that a parenting coordinator's determinations may be cancelled by the court if the parenting coordinator acted outside their authority or made an error of law or an error of mixed law and fact.

Signed by _____ on _____ 2023, at the City or
Town of _____, in the Province of _____.

Signature

Counsel for:

Signed by _____ on _____ 2023, at the City or
Town of _____, in the Province of _____.

Signature

Counsel for:

JOHN-PAUL BOYD ARBITRATION CHAMBERS

Per:

John-Paul E. Boyd, KC
Parenting Coordinator

Lawyer's Certificate of Independent Legal Advice

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

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

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

I am also satisfied that my client is fully able to participate in these parenting coordination proceedings, including by teleconference or videoconference, and is doing so freely and voluntarily.

Date

Counsel for:

Name:

Address:

Party's Acknowledgment of Independent Legal Advice

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

Date

Lawyer's Certificate of Independent Legal Advice

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

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

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

I am also satisfied that my client is fully able to participate in these parenting coordination proceedings, including by teleconference or videoconference, and is doing so freely and voluntarily.

Date

Counsel for:

Name:

Address:

Party's Acknowledgment of Independent Legal Advice

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

Date
