

Parenting Coordinator Model Appointment Order

Alberta

Recitals:

UPON the Court being advised that the names and birth dates of the children are as follows:

[<i>name</i>]	[<i>birth date</i>],
[<i>name</i>]	[<i>birth date</i>], and
[<i>name</i>]	[<i>birth date</i>];

AND UPON the Court being advised that the parties wish to enter into a long-term dispute resolution process in which they will receive assistance in the interpretation and implementation of their parenting plan from a parenting coordinator, who will resolve disputes about the parenting plan by helping the parties reach agreement and by making determinations that are binding upon the parties in the event agreement cannot be reached;

AND UPON the Court being advised that John-Paul E. Boyd Q.C. is a trained and experienced parenting coordinator;

Operative clauses:

- X. BY CONSENT, the parties shall forthwith retain and appoint John-Paul E. Boyd Q.C. as parenting coordinator for a minimum term of [*number of months*], on the terms set out in this Order and in the parenting coordination participation agreement provided by Mr. Boyd, save that where the terms of this Order conflict with those of the participation agreement, this Order will prevail.
- X. BY CONSENT, Mr. Boyd shall assist the parties in interpreting and implementing the parenting plan set out in [*specify order, agreement or award*] by:
 - (a) creating guidelines respecting how an agreement or order shall be implemented;
 - (b) creating guidelines respecting communication between the parties;
 - (c) identifying, and creating strategies for resolving, conflicts between the parties;
 - (d) providing information respecting resources available to the parties for the purposes of improving communication or parenting skills;

- (e) making such recommendations and proposals with respect to the parenting of the children, and matters related to the parenting of the children, as Mr. Boyd believes to be in the best interests of the children pursuant to section 18 of the *Family Law Act*; and,
 - (f) resolving disputes between the parties respecting the interpretation and implementation the parenting plan, and matters ancillary to the interpretation and implementation the parenting plan, in the manner described in the participation agreement.
- X. BY CONSENT and subject to the other terms of this Order, if the parties are unable to agree on any decision affecting the powers, responsibilities and entitlements of guardianship in respect of their children, or parenting time or contact with their children, they shall refer the disagreement to Mr. Boyd for resolution and shall not initiate or renew court proceedings on matters that are within the scope of Mr. Boyd's appointment as parenting coordinator.
- X. Each party shall be at liberty to apply to enforce any determinations Mr. Boyd may make pursuant to the participation agreement under section 49(1) of the *Arbitration Act*, and to apply to the Court if a party fails to comply with a determination made by Mr. Boyd.
- X. Each party shall be at liberty to appeal any determinations Mr. Boyd may make pursuant to the participation agreement under section 44 of the *Arbitration Act*, and to apply to set aside any determinations Mr. Boyd may make under section 45 of the *Arbitration Act*.
- X. BY CONSENT, the parties shall be and are hereby equally responsible for the fees, disbursements and other costs charged by Mr. Boyd, subject to Mr. Boyd's discretion to reallocate the fees, disbursements and other costs he charges in relation to a specific matter, and each party shall be at liberty to apply to the Court to resolve any issues arising from a party's failure or refusal to pay the fees, disbursements and other costs charged by Mr. Boyd.
- X. BY CONSENT, each party shall forthwith pay to Mr. Boyd in trust the full amount of the deposit and retainer he requires, and any amount he may require be paid to replenish each party's deposit and retainer in the future, and each party shall be at liberty to apply to the Court to resolve any issues arising from a party's failure or refusal to pay the deposit or retainer required by Mr. Boyd.