

Parenting Coordinator Model Appointment Order

British Columbia

Recitals:

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

[name]	[birth date],
[name]	[birth date], and
[name]	[birth date];

AND UPON the Court being advised that John-Paul E. Boyd Q.C. meets the requirements set out in section 6 of the Family Law Act Regulation to act as a parenting coordinator;

Operative clauses:

- X. The parties will forthwith retain John-Paul E. Boyd Q.C. as parenting coordinator for a minimum term of [number of months] pursuant to section 15 of the *Family Law Act*, 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 Mr. Boyd's participation agreement, this Order will prevail.
- X. Mr. Boyd will assist the parties in interpreting and implementing the parenting plan and any terms providing for contact with the children set out in [specify order, agreement or award] by:
 - (a) building consensus between the parties, including by
 - (i) creating guidelines respecting how an agreement or order will be implemented,
 - (ii) creating guidelines respecting communication between the parties,
 - (iii) identifying, and creating strategies for resolving, conflicts between the parties, and
 - (iv) providing information respecting resources available to the parties for the purposes of improving communication or parenting skills;

- (b) subject to the other terms of this Order, making determinations respecting the matters prescribed for the purposes of section 18 of the *Family Law Act*; and,
 - (c) subject to the other terms of this Order, 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 37 of the *Family Law Act*.
- X. Subject to section 6(4)(b) of the Family Law Act Regulation and the other terms of this Order, if the parties are unable to agree on any decision affecting the parenting arrangements for their children or contact with their children, they will refer the disagreement to Mr. Boyd for resolution and will not initiate or renew court proceedings on matters within the scope of Mr. Boyd's services as parenting coordinator.
- X. Each party is at liberty to file a determination made by Mr. Boyd pursuant to section 18(5) of the *Family Law Act*, and to apply to the Court if a party fails to comply with a determination made by Mr. Boyd.
- X. Each party is at liberty to apply to change or set aside a determination made by Mr. Boyd pursuant to section 19(1) of the *Family Law Act*.
- X. The parties are 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 is 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. Each party will 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 is 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.