

PARENTING COORDINATION
MAKING IT WORK FOR YOUR CLIENTS
UNDER THE NEW FAMILY LAW ACT

R. Craig Neville
CBA FAMILY LAW SUBSECTION
VANCOUVER AND NEW WESTMINSTER
Vancouver, B.C.
APRIL 4, 2013

WATSON
GOEPEL 
LAWYERS • AVOCATS

CONTENTS

THE OBSERVATIONS	PAGE 3
THE PARENTING PLAN	PAGE 5
ANTICIPATING CHANGES TO THE PARENTING PLAN	PAGE 6
THE PC AGREEMENT	PAGE 8
THE ACT [SECTIONS 14-19]	PAGE 9
THE REGULATIONS	PAGE 13
ORDERS AND AGREEMENTS	PAGE 14
COST BENEFIT ANALYSIS	PAGE 15
PC AGREEMENT	APPENDIX A
SECTIONS 14-19 OF THE FLA	APPENDIX B
THE REGULATIONS	APPENDIX C

The purpose of this paper is twofold. Firstly to simply share some of my experiences as a parenting coordinator over the last three years and secondly maybe provide some ideas on how you, as counsel for the parents, can make the process more cost effective and useful for them.

If there might be a third purpose, it would be to put to rest some of the critique of parenting coordination as an expensive option for post separation conflict resolution.

THE OBSERVATIONS

Here is a summary of some of the ideas accumulated over three years in this sometimes painful area of practice, in no particular order. These are my own thoughts and not intended to reflect anything more. I've learned that:

1. I am generally not able to change (or even ameliorate) the dysfunctional behaviors of parents which they have taken years to develop.
2. I am generally providing cost effective access to justice for "ordinary" parents with genuine parenting challenges to address.
3. I am generally able to solve many typical parenting issues in a fraction of the time it takes for parents to go to mediation or chambers.
4. The clearer and more detailed the parenting plan, the less costly my work as a parenting coordinator.
5. The more litigious the process has been for the parents, the more positional the parents generally are in the parenting coordination process.
6. Costs to parents have increased where I have attempted to go beyond implementation of the parenting plan.

7. Parenting coordination will almost always provide more cost effective problem solving than attending court with lawyers or using mediation or collaborative processes.
8. PC work is not effective unless it includes determination making powers on issues within our jurisdiction.
9. It is useful for the court to remain seized of the file after trial or final settlement to address issues outside my jurisdiction or to assist with enforcement.
10. It is helpful for counsel to remain involved in a consulting role after a PC has been appointed

One of our mentors, psychologist and educator, Dr. Matthew Sullivan, recently wrote a short article for the Family Court Review of the AFCC. In Volume 51, January 2013 he shared his thoughts on parenting coordination with the article: Parenting Coordination: Coming of Age?

The fact that there is a question mark after “Coming of Age” speaks volumes about both the brief period of time in which the program has been evolving since its inception and its potential to benefit families. The program began quite informally in California in about 1994 and evolved to the point that in 2005 the AFCC (Association of Family and Conciliation Courts) adopted formal guidelines for parenting coordination work. It is still in its adolescence to use his term.

Not always clear to us in the first three years of our work is the cautionary tale from Dr. Sullivan about realistic expectations. He notes at page 59 of the paper,

The realistic goals of the PC process are not resolution of the underlying parental psychopathology, but management of high conflict. Successful conflict management requires a highly structured approach to cases, recognizing that little can often be done to resolve the underlying individual interpersonal, and

contextual issues that have created and maintain the toxic co-parenting conflicts. PCs then enforce the necessary structure of engagement of co-parents, such that communication is as minimal and manageable as possible to adequately co-parent. It is a peacekeeping role, described as “more of a cop than a detective” (Hayes, 2010) and it can be a daunting one.

THE PARENTING PLAN

The quote from Dr. Sullivan speaks to the need for clarity not only in our work as PCs but in your work as counsel for the parents. Are your clients such that any ambiguity in interim court orders has historically given rise to conflict? Is there evidence that one or both of your clients has some of the indicia of a personality disorder?

The key, as noted at the outset, is for the parents to have constructed as clear a parenting plan as possible such that issues to be addressed by the PC can be limited and, hopefully, clear in scope. In fairness to counsel, thirty years of practice have proven that parents are more innovative than are we in their capacity to create new opportunities for conflict, if they are sufficiently so motivated.

The first role of counsel in the PC process then is ensuring to the extent possible, that clarity is brought to the creation of the parenting plan.

There will be no shortage of issues for high conflict parents to find in the most detailed of parenting plans. For example, it was my assumption that two week spring breaks would eliminate the conflict surrounding that holiday. Not so much. Some parents are not even able to agree when the two weeks start or end. Is spring break 10 days, 14, or 16 days and does the regular parenting plan end on

the Friday afternoon at the beginning of the spring break or the Monday morning when the holiday, from school, actually begins?

What about family pets. Who pays the vet bills? Can they be a s.7 expense for a child with mental health issues who benefits from the relationship with the family pet?

A nine year old recently wrote me a note in which she wished to make her position clear before we met:

.....also I would like to have full control of the schedule over the summer and when I turn 10 I would like to have full control of the schedule.

Tough to incorporate that idea in a parenting plan!

What does dividing equally the summer vacation period really mean? When does it start? When does it end? Who chooses first? You have all seen those issues in your practice and when you are dealing with high conflict parents, the problems are accentuated.

So since it is impossible to contemplate every future eventuality, it is helpful to be clear about the issues that will be given over to the PC so that everyone is on the same page.

ANTICIPATING CHANGES TO THE PARENTING PLAN

A second important issue for counsel in referring matters to parenting coordinators is developmental in nature. It is very challenging to create a parenting plan which considers the various developmental milestones for children. It can be challenging enough for most of us today to even identify

milestones when they arise, let alone predict when they will arise. Other milestones, like the commencement of fulltime kindergarten, are predictable, and so how do you deal with the potential for changes to parenting plans associated with those milestones.

My practice frequently involves newborns of parents who have never lived together. The transition from daily visits (for short periods of time between feedings) to full day visits and then overnight visits is very difficult to capture in a parenting plan.

Anticipating change and providing a vehicle for addressing it, is sometimes the best that can be done. Parenting Coordination has a role to play particularly if the global plan for dealing with developmental issues is articulated, even if the details are left to the PC process.

While I have not seen this to date in my practice I think it may be prudent, where parents elect to cloak the PC with power to address parenting time at different developmental stages, that guidance be given such as the power to retain someone to provide the PC with a Views of the Child Report for example. Prior consideration of those options may alleviate conflict when the time arrives to look at the change.

Also, where a PC is engaged longer term with the family, it will be easier to engage the parents at appropriate times for discussion about changes to the parenting plan rather than expect a Judge to make a decision on a potentially complex matter without a history with the family.

These are important discussions for counsel to have with parents before engaging a parenting coordinator. Do you want a PC to have jurisdiction or not?

Query though the extent to which you can empower the PC to make change if it approaches “a substantial change to the parenting time or contact with a child,” as per section 6(4)(b) of the Regulation. More about that further in the paper.

THE PC AGREEMENT

In my opinion, there are three factors which have been key to the success of the PC program to date in British Columbia.

1. PCs are only available after trial or after a final parenting plan has been established, whether by court order or separation agreement [some of us, to our regret, have been involved on an interim basis but clarity along with a limited mandate are essential to make that work],
2. The program is non confidential so that positions taken by parents are transparent, and
3. The PC has decision making powers to ensure there is the capacity to affect change.

I have attached at **Appendix A** the generally accepted precedent for our parenting coordination agreement. When I say “our”, I am referring to the BC Parenting Coordinators Roster Society. The PC Agreement has been revised to reflect the changes to the Family Law Act and the Regulations which define the work which can be done by PCs.

This is probably the second point at which the effective involvement of counsel is most needed. It is important that counsel for parents be aware of the breadth of the powers which we are capable of being given and tailor sections 3.1 and 3.2 of the agreement to clearly define what may or may not be wanted in terms of a role for the PC.

I won't accept a retainer where the role and responsibilities do not include decision making. The role is effective because the PC has the capacity to resolve issues in a way mediation or the collaborative process cannot. I will certainly accept a retainer where certain specific issues are left to the jurisdiction of the court but generally speaking if the PC role is to consult and report, it is an expensive role with limited value.

Just recently, I was asked to consider a retainer where the guardianship provisions of an order provided that if the parents couldn't reach agreement despite their best efforts ".....it is mandated that the PC shall make a report and recommendations to the court". My concern is that this provision will simply exacerbate both cost and delay. The child in this case is a newborn and so the order also tries to contemplate change with a provision stating: "when ____ stops breastfeeding at two and a half years old the access schedule may be changed to permit longer but less frequent access visits with the Claimant".

Decision making powers are essential to make the role effective and distinguish it from either mediation or the collaborative model.

THE FLA

In the FLA, PCs are part of the defined pantheon of family dispute resolution professionals defined in section one of the act:

"family dispute resolution professional" means any of the following:

- (a) a family justice counsellor;
- (b) **a parenting coordinator**;
- (c) a lawyer advising a party in relation to a family law dispute;
- (d) a mediator conducting a mediation in relation to a family law dispute, if the mediator meets the requirements set out in the regulations;

- (e) an arbitrator conducting an arbitration in relation to a family law dispute, if the arbitrator meets the requirements set out in the regulations;
- (f) a person within a class of prescribed persons;

Part 2 of the FLA is entitled "Resolution of Family Law Disputes" and just so there is no ambiguity about the purpose of the changes, Division one is subtitled "Resolution Out of Court is Preferred"!

Division #3 under Part 2 is devoted to parenting coordinators. The regulation set out above both describes the requirements for designation as a PC and establishes the scope of power for both family lawyer and non lawyer PCs. At **Appendix B**, I have included the relevant sections of the FLA.

An important point to make is that s.15(2) of the FLA provides that a PC may **only** assist if there is a parenting coordination agreement or court order in place **and** there is an agreement or court order in place respecting "parenting arrangements, contact with a child or other prescribed matters.". So it does not appear it will be possible to request a PC under the FLA where there is no parenting arrangement in place. It is likely, however, that an interim parenting arrangement would suffice since the definition of parenting arrangement does not distinguish between interim and final orders.

Subsection 3 provides that the PC order/agreement can be pronounced or entered into at the same time as the parenting arrangements are reduced to an order or agreement.

The term of the appointment can be for no longer than 2 years but can be renewed (subsection 4) and can be extended for additional terms of up to 2 years (subsection 5).

The parties are not at liberty to terminate the appointment of the PC unless they both agree to the termination or, if ordered by the court, one of the parents apply to court for an order terminating the appointment.

Section 17 provides for the scope of services which can be provided by the PC:

17 A parenting coordinator may assist the parties in the following manner:

(a) by building consensus between the parties, **including** by.....

It is important to note the use of “**including**” in s.17(a) so that the consensus building scope of the role of the PC is not limited to the listed topics.

This broader power is underscored by the conversely limited scope of determination making which is addressed in s.18 and limits PC determination making to the list of “prescribed” matters established by regulation.

18 (1) A parenting coordinator

(a) **may make determinations respecting prescribed matters only**, subject to any limits or conditions set out in the regulations,

(b) must not make a determination respecting any matter excluded by the parenting coordination agreement or order, even if the matter is a prescribed matter, and

(c) must not make a determination that would affect the division or possession of property, or the division of family debt.

(2) **In making a determination respecting parenting arrangements or contact with a child**, a parenting coordinator must consider the best interests of the child only, as set out in section 37 [*best interests of child*].

- (3) A parenting coordinator may make a determination at any time.
- (4) A parenting coordinator may make an oral determination, but must put the determination into writing and sign it as soon as practicable after the oral determination is made.
- (5) Subject to section 19 [*confirming, changing or setting aside determinations*], a determination
 - (a) is binding on the parties, effective on the date the determination is made or on a later date specified by the parenting coordinator, and
 - (b) if filed in the court, is enforceable under this Act as if it were an order of the court.

As an aside, in terms of section 18(1)(a), defining “prescribed matters” was left to the regulations.

Consistent with its expressed desire to promote resolution out of court, Section 18(5) provides for filing of a determination with the court which, upon filing, is enforceable “as if it were an order of the Court”.

- (5) Subject to section 19 [*confirming, changing or setting aside determinations*], a determination
 - (a) is binding on the parties, effective on the date the determination is made or on a later date specified by the parenting coordinator, and
 - (b) if filed in the court, is enforceable under this Act as if it were an order of the court.**

The Roster Society is wanting to work with the registry to address ways in which to facilitate the potential need for enforcement by wording our determinations in a way which makes them capable of easy conversion to court orders. For example, in addition to the requirement for a determination and reasons, it may be that actual wording of a court order can be included in the determination to facilitate filing with the court. We will see what the court has to say about forms and process as time goes on. That will, of course, be of interest to counsel. If this can be expedited,

preferably without the need for counsel, cost will be reduced for parents and enforcement expedited.

S.19 of the FLA addresses review by the court of our determinations.

The review is not characterized as an appeal but the considerations in such an application are limited to jurisdictional issues and errors of law or mixed fact and law. The court must be "satisfied" the determination should be varied or set aside.

To rationalize the cost of proceeding to court, if so required, subsections 2 and 3 provide the court with the power to substitute its own decision rather than remitting the matter to the PC and subsection 3 gives it the jurisdiction to make additional orders to ensure the intended outcome/requirements in the determination.

THE REGULATIONS

In terms of the extent of the PC's role, the Regulations to the new Act are instructive and will potentially benefit from some judicial interpretation. At **Appendix C** is the relevant regulation relating to PC work and its limitations.

It is worthwhile noting at section 6(4)(b) of the Regulation that PCs:

- (b) must not make determinations in respect of
 - (i) a change to the guardianship of a child,
 - (ii) **a change to the allocation of parental responsibilities,**
 - (iii) giving parenting time or contact with a child to a person who does not have parenting time or contact with the child,

- (iv) **a substantial change to the parenting time or contact with a child, or**
- (v) the relocation of a child.

As noted above, subsection (iv) is of some significance given the ambiguity of the language around “substantial change”.

Is going from 30 to 40% shared parenting time, a substantial change in parenting time? Is going from 50/50 (with a child going back and forth every day) to week on and week off, a substantial change? From back and forth daily to 2-2-3?

COURT ORDERS AND SEPARATION AGREEMENTS

In terms of court orders, apart from specific provisions relating to limits on, or expansion of, the powers of the PC, the court order appointing the PC may, for example, be worded as follows:

This Court orders that _____ be appointed as PC for renewable periods of one year, such appointment to be substantially in terms of the draft PC agreement attached hereto as Schedule A with liberty to apply in the event the parties are unable to reach agreement on the terms of the appointment of the PC.

This language underscores the wisdom of not only consulting the Roster in advance to determine who might be best suited to be PC but that you also consider getting his or her input on the provisions of the agreement so the blanks can be filled in on the PC agreement regarding services to be provided.

Retainers are just one example of the potential stumbling blocks around getting an agreement signed so if the court can be asked to pronounce on all the blanks in the model PC agreement, a lot of time and conflict may be avoided.

In considering guardianship provisions for inclusion in either a court order or separation agreement the roster has found the following has worked effectively in substitution for the usual Joyce order sub clauses:

- g) In the event that the parties cannot reach agreement with respect to any major decision with regard to the children, despite their best efforts, then they shall refer such dispute to the Parenting Coordinator for resolution;**
- h) Each party shall have the right under s.19 of the Family Law Act to seek a review of any determination by the Parenting Coordinator, on the basis that the PC acted outside his or her authority or made an error of law or mixed fact and law;**

The language is a variation of the Joyce order guardianship provisions which eliminates the primary parenting role and traditional s.32 review provisions under the FRA. The guardianship provisions clearly underscore that it is the PC who will referee ongoing parenting challenges in the first instance.

THE COST BENEFIT ANALYSIS

I am not infrequently hearing concerns expressed about the cost of having a PC assisting families with ongoing management of their parenting plan. That concern is not without merit. I think it is also exaggerated, if considered in the context of the challenges associated with access to justice including:

- a) the financial cost of accessing justice through the courts for many litigants (who may already have paid enormous amounts to get their matters resolved in the first place),
- b) the emotional cost of going to court, and
- c) the consequences for parents and children of not being able to access the court system at all. (Think of those applications that

never get heard when one parent or the other refuses to consent to a trip to Hawaii so the other parent simply gives up).

This issue is worthy of some comment. In reviewing my own practice over the last three years I think a number of comments could be made that are relevant to the issue of costs:

1. I have underestimated the tenacity of parents who are prepared to keep fighting even when they are repeatedly told they are not going to get what they want on a particular issue. [Absent a decision making power for me, they'd be in court frequently].
2. I have had "developmental challenges" organizing my practice in a way which enabled me to focus on one issue at a time when parents, not surprisingly, are giving me a stream of consciousness which may involve four or five discrete issues, each worthy of consideration. [and often arising immediately following my retainer having been nurtured and collected post trial].
3. I have not limited my accessibility which tends to promote the desire of parents to continue to communicate and incur additional unnecessary expense.
4. I have needed to more clearly set out expectations of parents in terms of **my** expectations of **them**.
5. I have needed to create clearer [often paternalistic] boundaries around how the parents communicate with each other.
6. I have had to continue to restate the obvious about my focus being on the best interests of their children.

7. I have had to model basic communication skills for parents who, at least as between themselves, have had those skills atrophy from lack of use. [Overtime, we seem to reach an equilibrium where mine deteriorate and theirs improve.]
8. I have had to come to terms with the fact that often one or both of the parents on a PC file have versions of events that are not only incompatible with each other but may be incompatible with what their kids have experienced and shared with me. [Yes that means three versions of the same event.]
9. I have had parents who each want me to read **different** portions of the s.15 report but not all of it.
10. I have spent too long trying to build consensus.
11. I have spent too long writing determinations [notwithstanding our deference to the principles of natural justice.]
12. I have spent a lot of time listening to stories about the injustices of the trial process, the work of counsel, etc without asking how does this help with the parenting process going forward.

Against these developmental issues in my practice are the litigation options which are still going to be available to parents. PC work might be described as the worst family management tool available.....except for all the rest. That is a bit of hyperbole but the point is that the court system, particularly after trial or settlement, is a blunt instrument to continue to have to utilize, for a number of reasons which are obvious to everyone practicing family law.

The costs associated with PC work can't be compared to litigation options or even mediation, collaborative law, or arbitration, for a number of reasons which I would describe as follows:

1. Most determinations which get made by PCs are now made in a very timely fashion compared to applications to the court made with notice or even abridged notice.
2. PCs develop an understanding of the dynamics of their clients with whom they work and have, over time, some of the relevant history that abridges the time required to make determinations.
3. A negotiated settlement is attempted in **every** dispute that comes before a PC so there is not a choice required to be made by parents about whether to litigate or negotiate each issue. If it can't be settled **then** the determination can quickly be made and time is not wasted. The parties know that they have been unable to resolve the issue between themselves and are generally quite amenable to having me make it for them.
4. Justice delayed is justice denied. How often have we seen requests for vacations with children simply abandoned when one party won't cooperate and the cost of court is too high or there simply isn't enough time to have the court get involved. Those kinds of disputes are almost always resolved in a timely fashion by PCs without the kind of expense involved in a court application.
5. Points such as #4 lead to a less tangible but extremely important benefit of PC work and involves being able to provide parents with some empowerment to overcome financial power imbalances or

control exercised by a parent having primary day to day care. It is not possible to overestimate the longer term emotional benefits to parents who know they can access a PC in a timely fashion to resolve parenting disputes.

6. The more effectively PCs can be engaged by parents, the more salutary will be the impact on the healthy development of children in these high conflict parenting situations. That is because if the parents are feeling there are avenues for expeditious resolution of day to day issues, there is going to be less of the historical blaming of the other parent for missed opportunities, whatever they may be. We won't eliminate them but they can be dramatically reduced.
7. PCs have the capacity to address those frequent parenting problems which are a big deal to the parents, but not so much for the courts. Pick ups and drop offs, hockey equipment, school photos, recreational activities, birthday parties on the other parent's time, play dates, fluoride use, non emergency medical care, and on and on. The court can't possibly deal with these issues, nor should it. The greater concern is that these issues don't get resolved at all and fester with the half life of uranium for one parent or both until they explode over some particularly inane issue.

Those are just some examples of reasons why there is not a good comparison between the cost of litigating post trial parenting issues versus working with PCs. At its best, with parents who aren't high conflict, it represents an accessible, expedient way to have decisions made by someone who has some longer term knowledge of the family and its issues. With high conflict families, particularly those in which one or both of the parents may evince characteristics of people with personality disorders, it has the potential to be expensive and time consuming if not

properly managed by PCs. The PC scenario still provides considerable advantages over having these parents forced to seek justice through the court system at considerable expense to themselves and to others.

There is no doubt that the program is effective and important. Cost effectiveness simply needs to be seen in a much larger context than simply whether they would pay more or less to go to court. Also clear parenting plans and reasonable expectations from parents will go a long way over time to making the program effective.

I think it is fair to say that the strengths of the program are what in part motivated the legislature to make parenting coordination a central part of the new Family Law Act when it comes to providing tools for resolution of ongoing parenting issues.

The purpose of this paper has been to assist (hopefully) in a limited way with outlining what considerations counsel should be cognizant of when contemplating retaining a PC under the FLA. The appointment of a PC should not be limited to where you have high conflict parents and complex parenting arrangements. Even the most effective parents from time to time are going to confront issues which may involve medical challenges, travel, orthodontia, or controversial extracurricular activities.

One of the virtues of the program's design is it provides the PC with many opportunities to acquire a working knowledge of the family and how it functions, (or not), so that in addition to consensus building skills the PC can rely on accumulated credibility/knowledge arising from a growing understanding of the children and the parents over time.

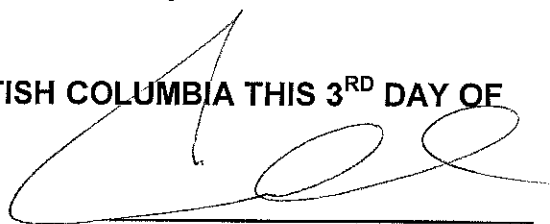
Key factors which will impact on the success of PC work in the future will include how responsive the process is to the need parents have for cost effectiveness,

timeliness, and fairness in the PC process. Balancing these sometimes conflicting priorities will be a fundamental and ongoing challenge for PCs. Counsel for the parties can greatly assist by helping create well crafted parenting plans, thoughtful consideration of the contents of the PC agreements and by encouraging clients to cooperate with the PC process.

I can do no better than close with a quote from Dr. Sullivan's paper from the Family Court Review of the AFCC:

Moving forward, coherence and integrity in developing PC programs and practice will be accomplished by keeping a sharp focus on the definition of the role. The definition is to assist high-conflict co-parents with the implementation of their shared parenting plan. The functions of the role follow logically from the challenges to co-parenting that high conflict cases present. The PC's essential role is to construct adequate co-parenting functioning, despite the dysfunction that exists in the co-parenting relationship. The PC creates and maintains adequate child-focused information sharing and decision making. A parallel parenting model for high-conflict co-parents is the goal. This goal is achieved by disengaging co-parents from each other with the PC managing the linkage between them by setting up a structured communication channel for child-focused information sharing and a nonlitigative process for making decisions. This process then trains co-parents to be more functional when addressing child-related issues.

**DATED AT VANCOUVER, BRITISH COLUMBIA THIS 3RD DAY OF
APRIL , 2013.**



CRAIG NEVILLE

APPENDIX "A"

PARENTING COORDINATION AGREEMENT

BETWEEN:

a, of a

AND:

a, of a

(each referred to as "Parent" and together referred to as the "Parents")

AND:

a[insert PC's FIRM name or PC's name], of a

WHEREAS:

- A The Parents have a child(ren) who are the subject of this Agreement:
 - (i) a, born a; and
 - (ii) a, born a,
 (referred to throughout as "child(ren)")
- 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 children 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* and practices in accordance with the Society's practice standards as amended from time to time.

THE PARTIES AGREE THAT:

APPOINTMENT OF PARENTING COORDINATOR

- 1.1 a _____ is appointed as Parenting Coordinator for the Parents as a result of:
 - this agreement,
 - their Separation Agreement dated ■,
 - a court order made by The Honourable ■[Mr./Madame Justice] ■
on a _____
(together referred to as the "Authorizing Instrument").
- 1.2 The Parents agree to retain a[a/the Firm, a], to provide the services of a (the "Parenting Coordinator"), to assist in the implementation, enforcement and management of their arrangements to parent their child(ren).
- 1.3 The Parenting Coordinator confirms that a[he/she] meets the professional requirements set out in subsection 6(1) of the *Family Law Act Regulations*.
- 1.4 This agreement governs the working relationship between the Parents and the Parenting Coordinator.
- 1.5 Subject to this agreement, further court order or any provisions to the contrary in the Authorizing Instrument, the Parenting Coordinator is appointed for a term of a[24] months.

- 1.6 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 he or she wishes to renew the Parenting Coordinator's appointment. The Parenting Coordinator may choose not to renew an appointment.
- 1.7 Subject to an order of the Court sought by either Parent, 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 thirty days' written notice to the Parenting Coordinator. If the Parenting Coordinator was appointed by a court order, then termination must be by a further court order.
- 1.8 If the Parenting Coordinator has good reason to withdraw during his term of appointment, the Parenting Coordinator will, where possible, give thirty days' notice of his withdrawal in writing and stating his reasons for doing so.

ROLE AND FUNCTION OF THE PARENTING COORDINATOR

- 2.1 The Parenting Coordinator is a neutral third party and is not the lawyer or counsellor for either Parent.
- 2.2 The Parenting Coordinator will help the Parents to resolve parenting issues in a way that helps to promote the best interests of the child(ren) and minimize parental conflict.
- 2.3 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.
- 2.4 In the course of [his/her] term of appointment, the Parenting Coordinator may:
- (a) meet with the Parents jointly or individually, and/or with the child(ren) when the Parenting Coordinator decides it is appropriate, with the timing, frequency and duration of such meetings determined by the Parenting 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;
 - (d) consult with third parties including other parenting coordinators, teachers, counsellors and mental health professionals and independent legal counsel;
 - (e) attempt to resolve by consensus a dispute referred to the Parenting 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.
- 2.5 Where the Parenting 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 Parenting Coordinator.

- 2.6 Resolutions reached by the consensus of the Parents are deemed to be agreements within the meaning of the *Family Law Act* and its successor legislation.

SERVICES PERFORMED BY THE PARENTING COORDINATOR

3.1 In the course of [his/her] term of appointment, the Parenting 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;
 - 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. [redacted];
 - B. [redacted], and
 - C.
 - xi. subject to paragraph 3.2, any additional services which are agreed on in writing by the Parents and the Parenting 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;
 - 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
 - A. ■,
 - B. ■, and
 - C. ■;
- and,
- x. subject to paragraph 3.2, any additional matters which are agreed on in writing by the Parents and the Parenting Coordinator.

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

- (a) a change to the guardianship of a child;
- (b) a change in the allocation of parental responsibilities;
- (c) giving parenting time or contact with a child to a person who does not have parenting time or contact with the child;
- (d) a substantial change to the parenting time or contact with a child;
- (e) the relocation of a child,
- (f) any matters excluded by this agreement, or by court order; or
- (g) that which would affect the division or possession of property, or the division of family assets.

3.3 The Parenting Coordinator may consult, meet with or obtain information from third parties, including the Parents' lawyers, family members, third-party caregivers, school personnel, counsellors, therapists and health care professionals. The Parents will provide such consents as may be necessary to facilitate the Parenting Coordinator's communications with such third parties.

- 3.4 There is no confidentiality where information is obtained by or statements are made to the Parenting Coordinator by a Parent, the child(ren) or by 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 the child(ren)'s relationship with either Parent or compromise the child(ren)'s relationship with a therapist, a teacher or another third party.

SUSPENSION OF COURT PROCEEDINGS

- 4.1 During the term of the Parenting Coordinator's appointment, the Parents agree that they will not initiate or renew court proceedings on matters which are within the scope of the Parenting Coordinator's services as defined by this Agreement.

THE INFORMATION GATHERING & CONSENSUS BUILDING PROCESS

- 5.1 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 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.
- 5.2 The Parenting Coordinator may meet or consult with the child(ren), in the presence of one or both Parents or neither Parent as the Parenting Coordinator deems appropriate.
- 5.3 If consensus is reached, the Parenting Coordinator will confirm the terms of the agreement in writing.
- 5.4 If the Parenting Coordinator considers it appropriate, he will prepare a formal written agreement for the Parents' signatures.
- 5.5 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

- 6.1 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 consensus building process; or,
 - (c) time constraints make it impossible to reach an agreement through the information gathering and consensus building process.
- 6.2 The Parenting Coordinator's decisions in the determination making process are binding upon the Parents but subject to review by the Court.
- 6.3 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 6.1(a) or (b);
- (b) an expedited informal process of determination making, if proceeding under paragraph 6.1(c);
- (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.

In the event the determination making process is conducted as a formal process of arbitration, the Parenting Coordinator will convene a preliminary conference with the Parents, in advance of the arbitration hearing, to address procedural issues relating to the hearing.

- 6.4 In making a determination, the Parenting Coordinator may rely on information and documents obtained during the information gathering and consensus building process.
- 6.5 The Parenting Coordinator will deliver to the Parents a written, signed statement of all determinations, setting out the determination and the basis for the determination.
- 6.6 The Parenting Coordinator may make a verbal determination, and will communicate his decision to the Parents by telephone or by email as soon as possible after the decision is made, but must put the determination into writing and deliver it to the Parents as soon as practicable after the determination is made.

FURTHER COURT PROCEEDINGS

- 7.1 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.
- 7.2 If a Parent subpoenas the Parenting Coordinator to give evidence in court, the Parent issuing the subpoena will compensate the Parenting Coordinator for his disbursements and time spent in preparation for and attendance at the court appearance and the Parenting Coordinator may render an account for the same to the Parent issuing the subpoena in addition to any costs which may otherwise be awarded.
- 7.3 If the court subpoenas the Parenting Coordinator to give evidence, the Parents will compensate the Parenting Coordinator for [his/her] disbursements and time spent in preparation for and attendance at the court appearance and the Parenting Coordinator may render an account for the same to the Parents in addition to any costs which may otherwise be awarded

OBLIGATIONS OF PARENTS

- 8.1 Each Parent separately agrees to:
 - (a) comply with and be bound by terms of this Agreement;

- (b) co-operate with the Parenting Coordinator and take part in the Parenting Coordinator process with alacrity and in good faith;
- (c) promptly produce all information, records and documents that the Parenting Coordinator may request; and
- (d) sign such releases as may be required to authorize the Parenting 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 Parenting Coordinator.

8.2 Once this Agreement is signed, the Parents will provide the Parenting 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 Parenting Coordinator that have been produced in the course of the court proceedings, save and except for affidavits, unless specifically requested by the Parenting Coordinator; and
- (d) at the discretion of the Parenting Coordinator, the child(ren)'s passports and signed general authorizations for the child(ren)'s travel.

PARENTING COORDINATOR'S DUTY TO REPORT

- 9.1 The Parenting Coordinator has a duty to report to appropriate authorities any reasonable suspicions of possible harm to or abuse of children.
- 9.2 The Parenting Coordinator is required by law to disclose information received as a result of ■[his/her] role as Parenting Coordinator if ■[he/she] has reasonable grounds to believe that the disclosure is necessary to prevent a crime involving death or serious bodily harm to any person.

FEES AND DISBURSEMENTS

- 10.1 The Parenting Coordinator's hourly rate is \$■_____.
- 10.2 Except as the Authorizing Instrument otherwise provides, the Parents will share the Parenting Coordinator's fees equally and the Parenting Coordinator has the discretion to reapportion the payment of fees and disbursements between the Parents where the Parenting Coordinator concludes it is appropriate.
- 10.3 Fees will be charged for all work performed pursuant to the terms of this Agreement, including telephone calls, emails and other correspondence, 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.

- 10.4 The Parents will be charged for disbursements incurred by the Parenting Coordinator in connection with work performed pursuant to terms of this Agreement, including long distance telephone charges, mileage, parking, other travel expenses, printing and photocopying, courier charges, postage and agent's fees, and any taxes payable on fees and disbursements.
- 10.5 Before the Parenting Coordinator begins to perform any services under this Agreement:
- (a) each Parent will provide the Parenting Coordinator with \$ to be held in trust (the "Deposits") for the purpose of securing payment of his accounts, and the Parenting Coordinator will return any unused portion of the Deposits to the Parents when the Parenting Coordinator ceases to act and when all of his accounts for fees and disbursements have been paid;
 - (b) each Parent will provide the Parenting Coordinator with \$ to be held in trust (the "Retainer") for payment of his accounts, and the Parenting Coordinator will pay [his/her] accounts from the Retainer, subject to the provisions of paragraph 10.7 of this Agreement;
 - (c) 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 he is paid by the Parent not in default of the Parenting Coordinator's request to replenish the Retainer; and
 - (d) 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 his accounts for fees and disbursements have been paid.
- 10.6 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 and disbursements.
- 10.7 If the Parenting Coordinator's accounts remain unpaid for fifteen days after issuance, the Parenting Coordinator may pay such accounts from the Deposits. In the event the Parenting Coordinator draws on the Deposits, the Parents must replenish the Deposits in full within thirty days thereafter, failing which the Parenting Coordinator may refuse to perform further services until the Deposits are replenished or may cease to act as Parenting Coordinator.
- 10.8 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 \$ [250.00] plus disbursements, against that Parent for the cancelled appointment.

GENERAL

- 11.1 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.

- 11.2 Any provision of this Agreement which is void, voidable, or otherwise unenforceable is severable and the remainder of the Agreement will continue in effect.
- 11.3 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
- 11.4 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 the same manner as this Agreement.

DEFINITIONS

- 12.1 In this Agreement,
 - (a) "consensus building," "consensus building process" and "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.
- 12.2 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

- 13.1 Each Parent has obtained independent legal advice before signing this Agreement or each Parent understands his or her right to obtain legal advice prior to signing this Agreement and has waived his or her right to do so.

EXECUTION

- 14.1 This Agreement is made effective on the date it is signed by the last party.
- 14.2 This Agreement may be executed by the Parents and the Parenting 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 [insert], British Columbia on the dates indicated below.

[Insert Name] Date
Parent

■[Insert Name] Parent	Date
--------------------------	------

■[Insert Name] Parenting Coordinator	Date
---	------

[OR]

3 [Firm]
Per:

Parenting Coordinator: ■[Insert Name] Date

APPENDIX "B"

Division 3 – Parenting Coordinators

Parenting coordinators

- 14 A person meeting the requirements set out in the regulations may be a parenting coordinator.

When parenting coordinators may assist

- 15 (1) In this Division, "**parenting coordination agreement or order**" means a written agreement or an order to use a parenting coordinator.
- (2) A parenting coordinator may assist only
- (a) if there is a parenting coordination agreement or order in place, and
 - (b) for the purpose of implementing an agreement or order respecting parenting arrangements, contact with a child or other prescribed matters.
- (3) A parenting coordination agreement or order may be made at the same time as, or after, an agreement or order respecting parenting arrangements, contact with a child or other prescribed matters is made.
- (4) A parenting coordinator's authority to act ends 2 years after the parenting coordination agreement or order is made, unless the parenting coordination agreement or order specifies that the parenting coordinator's authority is to end on an earlier date or on the occurrence of an earlier event.
- (5) Despite subsection (4), a parenting coordination agreement or order may be extended by a further parenting coordination agreement or order, but each extension may be for no more than 2 years.

(6) Despite subsection (4), a parenting coordination agreement or order may be terminated at any time as follows:

(a) in the case of an agreement, by agreement of the parties or by an order made on application by either of the parties;

(b) in the case of an order, by an order made on application by either of the parties;

(c) in any case, by the parenting coordinator, on giving notice to the parties and, if the parenting coordinator is acting under an order, to the court.

Information sharing for parenting coordination

16 A party must, for the purposes of facilitating parenting coordination, provide the parenting coordinator with

(a) information requested by the parenting coordinator, and

(b) authorization to request and receive information, respecting a child or a party, from a person who is not a party.

Assistance from parenting coordinators

17 A parenting coordinator may assist the parties in the following manner:

(a) by 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) by making determinations respecting the matters prescribed for the purposes of section 18 *[determinations by parenting coordinators]*.

Determinations by parenting coordinators

18 (1) A parenting coordinator

- (a) may make determinations respecting prescribed matters only, subject to any limits or conditions set out in the regulations,
 - (b) must not make a determination respecting any matter excluded by the parenting coordination agreement or order, even if the matter is a prescribed matter, and
 - (c) must not make a determination that would affect the division or possession of property, or the division of family debt.
- (2) In making a determination respecting parenting arrangements or contact with a child, a parenting coordinator must consider the best interests of the child only, as set out in section 37 *[best interests of child]*.
- (3) A parenting coordinator may make a determination at any time.
- (4) A parenting coordinator may make an oral determination, but must put the determination into writing and sign it as soon as practicable after the oral determination is made.
- (5) Subject to section 19 *[confirming, changing or setting aside determinations]*, a determination

(a) is binding on the parties, effective on the date the determination is made or on a later date specified by the parenting coordinator, and

(b) if filed in the court, is enforceable under this Act as if it were an order of the court.

Confirming, changing or setting aside determinations

19 (1) On application by a party to a determination made by a parenting coordinator, the court may change or set aside the determination if satisfied that the parenting coordinator

(a) acted outside his or her authority, or

(b) made an error of law or of mixed law and fact.

(2) If the court sets aside a determination, the court may make any order that the court may make under this Act to resolve a dispute between the parties in relation to the subject matter of the determination.

(3) If the court does not set aside a determination, the court may make any order that the court may make under this Act to enforce compliance with the determination.

APPENDIX "C"

FAMILY LAW ACT REGULATION

Contents

- PART 1-INTERPRETATION
 - 1 Definitions
- PART 2 -FAMILY JUSTICE COUNSELLORS
 - 2 Prescribed classes *of* persons for sections 11 and 12 of the Act
 - 3 Prescribed information for section 11 of the Act
- PART 3-FAMILY DISPUTE RESOLUTION PROFESSIONALS
 - 4 Family law mediators
 - 5 Family law arbitrators
 - 6 **Parenting, coordinators**
- PART 4-CHILD SUPPORT GUIDELINES
 - 7 Definitions
 - 8 Establishment of child support guidelines
 - 9 Application of federal child support guidelines
 - 10 Application of federal child support guidelines to courts and court rules
- PART 5-CHILDSUPPORT RECALCULATION
 - 11 Definitions
 - 12 Prescribed court registry
 - 13 Income information to be provided to child support service
 - 14 Contact information
 - 15 **Authorization to release income tax information**
 - 16 Prescribed difference for the purposes of section 155 (4) of the Act
 - 17 Notification of recalculated amount
 - 18 Child support service must decline recalculation
 - 19 Requirements for recalculation under child support agreements
 - 20 Deemed receipt
 - 21 Correction to statement of recalculation
 - 22 Application respecting recalculated amount
- PART 6-PRESCRIBED INFORMATION, FORMS AND FEES
 - 23 Form for appointment of testamentary or standby guardian
 - 24 Small property
 - 25 Person to whom searchable information may be disclosed
 - 26 Fee for filing a notice of agreement in land title office
 - 27 Forms

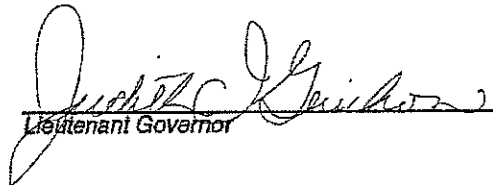
PART 1-INTERPRETATION

Definitions

- 1 In this regulation;
 - "Act", except in Part 4, means the *Family Law Act*;
 - "child support guidelines" mean the child support guidelines established under Part 4.

PROVINCE OF BRITISH COLUMBIA
ORDER OF THE LIEUTENANT GOVERNOR IN COUNCIL

Order in Council No. **837**, Approved and Ordered **NOV 23 2012**

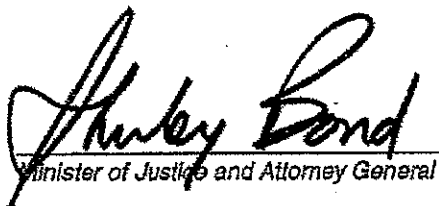

Lieutenant Governor

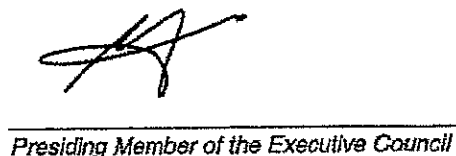
Executive Council Chambers, Victoria

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and consent of the Executive Council, orders the following:

- 1 *Effective March 18, 2013,*
 - (a) *the Family Relations Act Rules and Regulations, B.C. Reg. 141/79, is repealed,*
 - (b) *the Child Support Guidelines Regulation, B.C. Reg. 61/98, is repealed,*
 - (c) *the Child Support Recalculation Pilot Project Regulation, B.C. Reg. 129/2006, is repealed, and*
 - (d) *the attached Family Law Act Regulation, except sections 4 (1) and 5 (1), is made.*

- 2 *Effective January 1, 2014,*
 - (a) *sections 4 (1) and 5 (1) of the Family Law Act Regulation come into force, and*
 - (b) *section 6 (5) is repealed.*


Minister of Justice and Attorney General


Presiding Member of the Executive Council

(This part is for administrative purposes only and is not part of the Order)

Authority under which Order is made:

Act and section: Family Law Act, S.B.C. 2011, c. 25, ss. 245, 247, 248 and 249 (5) and (6)

Other: O.C. 287/98, 346/2006 and 635/79

October 31, 2012

Parenting coordinators

- 6** (1) A person may act as a parenting coordinator if
- (a) he or she is a member in good standing of
 - (i) the Law Society of British Columbia,
 - (ii) the College of Psychologists of British Columbia,
 - (iii) the British Columbia College of Social Workers,
 - (iv) the BC Association of Clinical Counsellors,
 - (v) Family Mediation Canada,
 - (vi) the Mediate BC Family Roster, or
 - (vii) the BC Parenting Coordinators Roster Society,
 - (b) one of the following applies:
 - (i) he or she is a member in good standing of the Law Society of British Columbia and meets all of the training and practice requirements set for parenting coordinators by the Law Society of British Columbia;
 - (ii) he or she is not a member of the Law Society of British Columbia and all of the following apply:
 - (A) he or she meets the training requirements of, and is eligible for membership in, the Mediate BC Family Roster or Family Mediation Canada;
 - (B) he or she has at least 10 years experience in family-related practice;

- (C) he or she has completed at least 40 hours of training in parenting coordination provided by a training provider that is recognized as providing high quality training in that field, which training must include training in relation to the role and responsibilities of a parenting coordinator, arbitration and decision making, communication skills development, the effects of separation and divorce on parents and children, high conflict family dynamics and child development and developmental needs;
 - (D) he or she has completed at least 21 hours of family law training provided by the Justice Institute of British Columbia, by the Continuing Legal Education Society of British Columbia or by any other training provider that is recognized as providing high quality training in that field;
 - (E) he or she has completed at least 14 hours of family violence training, including training on identifying, assessing and managing family violence and power dynamics in relation to dispute resolution process design, provided by the Justice Institute of British Columbia, by the Continuing Legal Education Society of British Columbia or by any other training provider that is recognized as providing high quality training in that field;
 - (F) each year he or she completes at least 10 hours of continuing professional development applicable to family dispute resolution practice, at least 7 hours of which must be in the form of a course provided by the Justice Institute of British Columbia, by the Continuing Legal Education Society of British Columbia or by any other training provider that is recognized as providing high quality training in that field, and
- (c) he or she maintains professional liability insurance that provides coverage for his or her practice as a parenting coordinator.
- (2) The following practice standards apply to a parenting coordinator:
 - (a) before assisting the parties to a family law dispute in his or her capacity as a parenting coordinator, he or she must enter into a written agreement to provide parenting coordination services with the parties to the family law dispute;
 - (b) before assisting the parties to a family law dispute in his or her capacity as a parenting coordinator, he or she must provide written confirmation to the parties to the family law dispute that he or she meets the professional requirements set out in subsection (1).
- (3) The following are the matters in respect of which a parenting coordinator may make determinations:
 - (a) parenting arrangements;
 - (b) contact with a child.
- (4) For the purposes of subsection (3), a parenting coordinator
 - (a) 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 an agreement or order,
 - (v) the provision of routine medical, dental or other health care to a child,
 - (vi) the discipline of a child,
 - (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, and
 - (ix) any other matters, other than matters referred to in paragraph (b), that are agreed on by the parties and the parenting coordinator, and
- (b) must not make determinations in respect of
- (i) a change to the guardianship of a child,
 - (ii) a change to the allocation of parental responsibilities,
 - (iii) giving parenting time or contact with a child to a person who does not have parenting time or contact with the child,
 - (iv) a substantial change to the parenting time or contact with a child, or
 - (v) the relocation of a child.
- (5) Without limiting any other provision of this section, a person may act as a parenting coordinator if, on March 18, 2013, he or she was acting in the capacity of a parenting coordinator under a parenting coordination agreement or order.

