

Parenting Coordination Agreement

This is an agreement for parenting coordination services and arbitration in accordance with the arbitration act S.O. 1991, c.17 and the family law act R.S.O 1990, c.F.3.

BETWEEN:

AND

“Parenting Coordinator”

For the purposes of this document, the term “PC” is used to refer to the specific “Parenting Coordinator” consented to by the parents.

1 PRINCIPLES

The parents acknowledge the following:

- 1.1** Their child(ren) will benefit from a meaningful relationship with both parents.
- 1.2** Parental conflict impacts negatively on their child(ren)’s adjustment. Consequently, their children are most likely to achieve their full potential if parental conflict is minimized.
- 1.3** Every effort will be made to keep their child(ren) out of parental disputes.
- 1.4** Parenting Coordination is a child-focused dispute resolution process designed to assist parents to settle disputes regarding their child(ren) in a timely manner and to facilitate in the interpretation, implementation and compliance with their separation agreement, minutes of settlement, court order or arbitration award (the “parenting plan”).
- 1.5** Where not sufficiently in place in the parents’ Parenting Plan, the PC at her full discretion, may require the parents to adopt a set of rules relating to the parents’ co parenting communication, information sharing, and rules of engagement (“ Coparenting Communication, Information Sharing and Rules of Engagement”, CCISRE). The PC may also require the parents

to participate in an on-line parenting course for parents experiencing high conflict. The PC will determine whether or not these two measures are necessary at the conclusion of the screening/intake process, or subsequently during the process. Once accepted for Parenting Coordination, the parents will be provided a draft of the CCISRE and given an opportunity to provide input. Ultimately, as a pre-requisite to engaging in the PC process the parents will adopt the CCISRE as recommended by the PC and take the on-line parenting course if asked to do so.

2 APPOINTMENT OF PARENTING COORDINATOR

2.1 Deborah Alton, B.A., N.L.P., M.A.C.P., R.P., PC is appointed as PC by consent order of the court or by mutual agreement per the parenting plan or Minutes of Settlement or Separation Agreement, dated.

2.2 This agreement governs the working relationship between the parents and the PC and takes effect when it has been signed by both parents and witnessed, and each parent's certificate of independent legal advice and the PC's certificate are signed.

2.3 Ms. Alton is a Registered Psychotherapist, registered and licensed in Ontario, and has relevant knowledge required to perform this function. This appointment of PC is based upon the expertise of Ms. Alton PC as a registered mental health professional. The parents have made inquiries and satisfied themselves that Ms. Alton has the professional qualifications, skills and experience to perform the role of PC.

2.4 The PC is not functioning as a therapist or lawyer for either parent, the family, or the child(ren). Any comments, information or suggestions made by the PC while fulfilling her responsibilities under this contract shall not be construed as counselling, therapy, legal advice or legal services. Therefore, it is the parents' responsibility to seek legal advice when necessary.

2.5 The PC is appointed for a term of 24 months after the date the second parent signs this agreement, and expires on.

2.6 The parents shall provide written notice to the PC and the other parent at least 60 days before the expiry date of the PC's term whether he or she wishes to renew the PC's appointment. The parents are advised to diarize the correct date as the PC will not be assuming responsibility to remind the parents of this critical date. If the PC does not receive this notice at least 60 days in advance of the expiry date, the PC will conclude the parent is not requesting a renewal. The PC may choose not to renew an appointment.

2.7 Neither parent may unilaterally terminate the PC appointment. The parents may jointly terminate this Agreement in writing.

2.8 The PC may resign if she determines, in her discretion, that doing so is in the best interests of the child(ren), or if she is unable to serve out her term. She need not provide reasons for her resignation, which shall be made in writing.

2.9 The PC's mandate terminates when one of the following occurs: (1) the term of this Agreement expires; (2) both parents agree in writing to terminate; (3) the PC resigns; (4) the Court removes the PC.

2.10 Any awards made shall continue in full force and effect until amended by a replacement PC, arbitrator or court or by agreement of the parents.

3 ROLE, FUNCTIONS & OBJECTIVES

3.1 The PC will help the parents to resolve parenting issues within the mandate specified in this Agreement, in a way to promote the best interests of the children and minimize parental conflict.

3.2 Parenting Coordination involves both consensus-building and decision-making components. Further, the fact the PC performs the consensus-building component involving mediation, facilitation and conflict resolution does not disqualify her from arbitrating the same issues. In this regard, the parents waive s.35 of The Arbitration Act, S.O. 1991, c.17. The parents understand that, unlike the process of mediation in other contexts, they are unable to unilaterally withdraw from the process of Parenting Coordination before the expiry date of service.

3.3 Upon the request of either one or both parents, the PC will attempt to resolve a dispute referred to the PC providing the issue is within the mandate of this Agreement. If the parents cannot reach an agreement about jurisdiction/mandate, the PC is authorized to make a binding decision (i.e., the Arbitration role) on the matter in accordance with the terms of this Agreement.

3.4 Upon agreement of the parents, the PC may address any parenting issues mutually brought forth by the parents.

3.5 To carry out this role, the PC may:

3.5.1 meet with the parents jointly or individually, or with their children when the PC decides it is appropriate, with the timing, frequency and duration of meetings determined by the PC;

3.5.2 educate and coach the parents about communication with each other and with their child(ren) to facilitate settlement of the issues, with the goal of helping the parents acquire the skills and experience to resolve future parenting disputes without the involvement of the court or third parents;

3.5.3 recommend appropriate resources or services for the parents and children (eg., about parenting, personal coaching, therapy or other related services);

3.5.4 consult with third parties who may have information that is relevant (eg., previous parenting coordinators, mental health professionals);

3.6 Where the PC arbitrates, the Award is effective on the date of the Award or on a later date specified by the PC.

3.7 The PC is not entitled to override the parenting plan or any subsequent Court Orders [insert dates of any orders, Minutes of Settlement, Separation Agreement or Parenting Plan].

4 JURISDICTION OF THE PARENTING COORDINATION (unless otherwise addressed in the parenting plan, court orders, or awards)

4.1 Subject to the terms of the parenting plan and any related court orders, or Awards, the PC may:

4.1.1 assist with the implementation, maintenance and monitoring of the of the terms of the Minutes/Parenting Plan/Court Orders referred to in paragraph 2.1 of this Agreement and/or any arbitrated decisions;

4.1.2 educate the parents about the child(ren)'s needs and the short- and long-term impact of parental conflict on the child(ren)'s development;

4.1.3 where another individual or the court has not been identified to do same, clarify, settle or determine different interpretations of or ambiguities in the Parenting Plan, MOS, Separation Agreement, or Arbitration Award;

4.1.4 develop any additional clarifying clauses which may be required given situations and events that unfold, which were not anticipated when the Parenting Plan was developed;

4.1.5 monitor the child(ren)'s adjustment to the parenting plan;

4.1.6 facilitate the child(ren)'s relationship with each parent;

4.1.7 where appropriate, assist the parents to improve their co parenting communication. This may include adding, removing or modifying terms in the current parenting plan relating to the co parenting communication protocols and rules of engagement, which may include terms related to use of Our Family Wizard (see below 5.3-5.5), or other specialized web-based communication

platforms;

4.1.8 where appropriate, assist the parents to more effectively disengage;

4.1.9 settle or determine disputes between the parents relating to their communication with one another in both emergency and ordinary circumstances, including:

- i. the means through which the parents shall communicate with one another
- ii. the type of information that must be shared by one parent with the other and any time-lines for sharing the information;
- iii. any restriction on the length of their communications; and
- iv. the minimum or maximum frequency of their communication.

4.1.10 settle or determine disputes about parent access to and exchange of necessary child-related information (i.e., health, welfare, education, daycare, religion/spiritual upbringing and training, general well being, schedules, routines, emotional, physical and cognitive needs, day to day matters, etc.);

4.1.11 settle or determine “major” decisions (i.e., relating to education, health, religion) where the parents have joint decision-making responsibility either on consent or by delegation of the court, and where the parents are unable to come to a mutual agreement;

4.1.12 settle or determine disputes between the parents about proposed incremental, minor permanent changes to the parenting schedule, on consent of the parents or based on the authority assigned to the PC in the applicable Agreement, Minutes of settlement, Court Order or Arbitration Award;

4.1.13 settle or determine disputes related to temporary changes to the usual or holiday parenting time schedule, to accommodate the child(ren)’s participation in special events and special circumstances involving either parent or the child(ren), either parent’s travel with the child(ren), and/or other unforeseen or special circumstances;

4.1.14 if not otherwise addressed by the Parenting Plan, settle or determine disputes about the scheduling of make-up time if one parent’s scheduled parenting time is lost due to the child(ren)’s attendance at a special event, a child’s illness, a parent’s illness, a parent’s business or personal travel or any other circumstance;

4.1.15 settle or determine disputes regarding communication between the child(ren) and the non-residential parent, in emergency or ordinary circumstances, including:

- i. the means through which the non-residential parent may communicate with the

child(ren);

- ii. which parent bears responsibility for initiating communication between the child(ren) and the non-residential parent;
- iii. the minimum or maximum frequency of communication between the child(ren) and the non-residential parent;
- iv. the times of day when communication may take place between the child(ren) and the non-residential parent; and
- v. any privacy requirements which may be necessary to protect the child(ren)'s relationship with the non-residential parent.

4.1.16 settle or determine disputes about the child(ren)'s registration and participation in recreation, enrichment or extra-curricular activities, lessons, and programs, where not addressed by the Court Order, Separation Agreement, MOS, Arbitration Awards, or existing Parenting Plan, subject to any financially-related terms in the Separation Agreement and 5.1.3;

4.1.17 settle or determine disputes between the parents about transitions/exchanges of the child(ren) between the parents, and to and from daycare, school, camp or any other program the child(ren) attend(s). This would include date, time, place, including transportation and parent code of conduct;

4.1.18 where not addressed by the Parenting Plan, settle or determine disputes between the parents about either parent's attendance, or limitations on either parent's attendance at:

- i. the child(ren)'s school for meetings with school staff, to volunteer in the classroom or on field trips, attend school events, for school pickups, school drop-offs.
- ii. school events (e.g. school plays, graduation ceremonies)
- iii. the child(ren)'s daycare;
- iv. the child(ren)'s day or overnight camp, subject to 4.1.16 and 5.1.3; and, v. the child(ren)'s extra-curricular activities, subject to 4.1.16 and 5.1.3. vi. the other parent or parent's significant other or relative's home; or vii. the other parent's place of employment;

4.1.19 settle or determine disputes between the parents about appropriate parental conduct in the children's presence;

4.1.20 settle or determine disputes between the parents about the division of responsibility for taking/transporting the children to daycare, school, day camp, medical, dental or orthodontic appointments, the other parent's home or any other place;

4.1.21 settle or determine disputes between the parents about the child(ren)'s enrolment in day camps or sleep-away camps, subject to any financially-related terms in the Separation

Agreement;

4.1.22 attempt to settle disputes between the parents about supervision, child care or babysitting arrangements for the child(ren) (otherwise this is a decision that falls under the authority of the residential parent);

4.1.23 settle or determine disputes about the movement of the child(ren)'s clothing, sports and other equipment, toys and personal possessions between households;

4.1.24 settle or determine dispute related to the children's travel with one parent, not otherwise addressed in the Parenting Plan (i.e., protocols and provisions relating to passport exchange, information required in the itinerary, date of the itinerary delivery, date by which the signed travel consent or notarized permission letter is delivered, telephone calls with the non-resident parent, missing a few days of school, etc.);

4.1.25 settle or determine any dispute between the parents relating to their authority to significantly alter or permit the child(ren) to significantly alter their appearance(s) with haircuts, ear piercing(s), body piercing(s) or tattoos;

4.1.26 settle or determine day to day health care, education matters and events not otherwise allocated for in the parenting plan;

4.1.27 settle or determine disputes about any other parenting function, issue or decision, not otherwise noted or excluded in this Agreement, as delegated by the courts or by mutual parental consent.

4.1.28 Other (Specify):

5 EXCLUDED FROM THE PC'S DECISION-MAKING ROLE 5.1

The PC does not have jurisdiction to arbitrate requests for:

5.1.1 permanent and substantial changes in the residential schedule that would substantially reduce or expand the child(ren)'s time with one or both parents, and/or impact the quantum of child support;

5.1.2 a request by one parent to move the children's residence beyond the parameters set out in the agreed to or court ordered parenting plan;

5.1.3 any matter that would require the consideration of the parents' financial circumstances and

the determination of payment by the parent(s) (e.g., an extra-curricular lesson, activity, camp, etc.),

5.1.4 a change in the designation of joint decision-making responsibility (i.e., final decision-making authority);

5.1.5 other (specify): _____

6. TERMS AND AGREEMENT TO COOPERATE

6.1 Having consented to Parenting Coordination, the parents agree to cooperate with the process and the PC and to be bound by the terms of this Agreement.

6.2 The parents shall sign all releases of information required to implement the process as requested by the PC. The parents shall provide all records, documentation and information the PC requests.

6.3 The parents shall respond to any communications from the PC's office regarding scheduling as quickly as possible within 24 hours (excluding weekends and statutory holidays) and for anything else within 48 hours, unless permitted by the PC otherwise. The parents shall advise the PC of special circumstances (work travel, illness, vacation, etc.), when it becomes known, should these circumstances preclude the noted required response time.

6.4 If not already doing so, the parents shall use www.Ourfamilywizard.com or some other agreeable web-based platform for their communications and shared calendar. The parents shall visit the website and each enroll in the program for at least a one-year subscription not more than 10 calendar days from today. Neither parent shall fail to renew the annual subscription to the website without a signed and filed stipulation by both parents, or otherwise by order of the court.

6.5 The parents shall thereafter conduct all communications regarding their co-parenting matters using the identified website's features. The parents shall utilize the Messaging feature only when information cannot be conveyed in the Calendar, Expense and Info Bank Features. All parent entries shall at the PC's discretion be viewable via the PC's Professional Account.

6.6 Each parent shall provide copies to the other parent of all written reports and letters from third parties they provide to the PC, unless otherwise directed by the PC.

6.7 During the term of this PC Agreement, the parents agree they will not initiate or renew court proceedings on matters within the scope of the PC's services as defined by this Agreement.

6.8 The parents acknowledge that given the lack of privacy and inability to ensure privacy and the potential negative impact on the children, caution needs to be exercised when using social media of any sort to discuss particulars about the family circumstances.

7 CONFIDENTIALITY

7.1 The PC has met separately with each parent to screen for the suitability of the process, including but not limited to, abuse, violence and power imbalances. Any notes and intake material from the screening procedures will remain confidential to the PC and will not be disclosed, unless otherwise court-ordered. The parents consent to the PC meeting privately with each of them at any point in the process, at her sole discretion, including for the purpose of conducting the screening/intake meetings, notwithstanding she may act as their Arbitrator. The parents specifically waive any claim these individual meetings violate their rights of fairness, equality or due process under the Act.

7.2 Other than that, noted in 6.1 above, the PC works outside of the confidential framework of solicitor-client privilege and therapist-patient confidentiality and can meet with the parents without counsel present. None of the discussions with the PC are privileged or confidential.

7.3 With the exception of any information obtained during the intake/screening process not later disclosed by the party during the process and in addition to the circumstances identified in paragraph 8, it is understood that:

7.3.1 This signed agreement serves as informed consent for Ms. Alton to obtain information from the Court, arbitrator, counsel and the parents AND for the PC to provide information received from all sources, to the Court, arbitrator, counsel and the other parent.

7.3.2 Upon either parent's request in writing and copied to the other parent and counsel for both parents where retained, at the sole discretion of the PC, she may provide a written report summarizing the process, the parents' perspectives and the PC's observations. The report may include a summary of information obtained from children or third parties. Opinions or recommendations may be included to the extent the PC has obtained sufficient information to provide these.

7.3.3 Anything said or any admission or communication made in the course of the PC process may be used in the report. The report may be submitted as evidence in legal proceedings between the parents.

7.3.4 The PC may be called as a witness by either client in a legal proceeding (court or

arbitration) and would be open to cross-examination.

7.3.5 Once the PC has agreed to write a report, it will be commenced upon receipt of the required retainer from the parent making the request for the report, unless agreed to otherwise.

7.3.6 Copies of the report will be distributed to both parents, their counsel or a judicial authority (the court or an arbitrator). The parents shall not provide any PC reports or disclose in any way the contents to the children.

7.3.7 The parents acknowledge the regulation under the Arbitration Act, 1991 requires the PC to file a report on all family arbitrations conducted. All identifying information is removed in this report to the Ministry.

8 PARENTING COORDINATOR'S DUTY TO REPORT

8.1 The PC is required to report a child in need of protection to the appropriate child welfare authority (ie., Children's Aid Society, Jewish Family & Child Service) and/or other relevant authorities (ie., Police Department), in accordance with requires of Section 125 of the Child, Youth and Family Services Act, 2017 (CYFSA), if she has a reasonable grounds suspicion that a child(ren) has been abused, and/or may be in danger of harm and/or abuse. This includes risk of physical, sexual and emotional abuse, neglect, and emotional harm.

8.2 The PC is obliged to notify the proper authorities if she has a reasonable suspicion a client may harm himself or herself or the other parent.

9 CONSENSUS BUILDING PROCESS

9.1 If issues described in 4.1 arise, and the parents are unable to resolve the issue on their own, either parent may contact the PC for assistance. The PC, in consultation with the parents, shall determine the timing, frequency, location and format of meetings. Meetings may be conducted by telephone, videoconference, email, in writing or in person. The parties consent to the PC using the Internet to communicate with them and to transmit information (e.g., attachments) during the PC process (see Section 13 for further elaboration).

9.2 During this consensus-building process, the PC may communicate in person or by telephone or email with one parent in the absence of the other. At her discretion and in consultation with the parents, the PC may consult, meet with, or obtain information from third parties, including the parents' lawyers (together or separately), family members, third party caregivers, school personnel, therapists and healthcare professionals.

9.3 The PC may meet or consult with the children with or without the parent being present, as the PC deems appropriate.

9.4 There shall be no confidentiality concerning communications between the parents and the PC and any third parties with whom the PC may consult. However, where the PC finds that sharing the information received in confidence from the children, therapists or third parties may be harmful to the children's relationship with either parent or compromise the children's relationship with the therapist or third parties, the disclosure of this information shall be at the discretion of the PC or only with the children's consent. In addition, any information obtained from the children's therapist(s) shall be disclosed at the PC's discretion.

9.5 If an agreement is reached, the PC shall confirm the terms of the agreement in writing and provide a specified duration of time for the parties to clarify/modify/correct wording. If one or both parties fail to advise the PC of any changes within the specified duration of time advised, the agreement as provided shall be considered final. If the PC considers it appropriate, she will prepare a formal agreement for parents' signatures and ILA may be recommended.

9.6 Agreements reached in the consensus-building process are binding upon the parents, and are only subject to variation or amendment with the agreement of both parents, or a material change in circumstances occurring since the agreement was reached.

10 DECISION-MAKING PROCESS (ARBITRATION)

10.1 Applicable Law

10.1.1 The Arbitration shall be conducted in accordance with the law of Ontario and the law of Canada as it applies in Ontario.

10.1.2 Issues related to the children (on an interim and permanent basis) shall be determined in accordance with the provisions of the Children's Law Reform Act, R.S.O., 1990, c.12, The Family Law Act, R.S.O. 1990, c. F.3, as amended, S.O. 2006, c.1, s.5; 2006, c.19, Sched. B, s.9, Sched. C, S.1(1), (2), (4), The Child and Family Services Act, R.S.O. 1990, c. C.11, and the Divorce Act R.S.C. 1991, c. D-3.4 (2nd Supp.), as amended, as may be applicable.

10.2 The Process

10.2.1 The PC shall determine any challenge to her jurisdiction as stipulated in paragraphs _____ of the Agreement, after considering the submissions of each parent.

10.2.2 The PC may make decisions to resolve an issue in accordance with the Arbitration provisions of this Agreement if:

10.2.3 The issue remains unresolved after reasonable effort has been made to resolve it;

10.2.4 One parent chooses not to participate in the information gathering and consensus building process; or

10.2.4.1. The PC believes that further similar efforts are unlikely to be productive;

10.2.4.2. Time constraints make it impossible to reach an agreement through the information gathering and consensus building process.

10.2.5 The PC shall advise the parents in writing they are now engaged in Arbitration and provide the parents with notice of the time, place and procedure for the arbitration. In consultation with the parents, the procedure and timelines will be determined by the PC based on the circumstances of the situation, including but not limited to the time-sensitivity and magnitude and nature of the issue in dispute.

10.2.6 The format of the “hearing” may be in person, by telephone, e-mail, video conference or by way of written submissions. The parents understand that if the arbitration proceeds by way of written submissions only, for this purpose they specifically waive their rights under s. 26 (1) of the Arbitration Act, 1991 with respect to a request for an in-person hearing. The parents further acknowledge and agree that it is ultimately up to the PC to determine whether the Arbitration is to be conducted through an in-person hearing, or otherwise.

10.2.7 The arbitration may be short, informal or on a summary basis. In time-sensitive circumstances, the PC will make a decision (Arbitration Award), hearing briefly from both parents, and/or based on the information available to her, in such a manner the PC deems appropriate, in the best interests of the child(ren).

10.2.8 Subject to the ongoing screening obligation, all oral and written communication during the Arbitration must be transparent, i.e., all communications with the PC shall occur in the presence of the other parent (by telephone conference call or meeting) or in the case of written communication, provided to the other parent. In the case of written submissions, these shall be provided to the PC as per the time-line advised and the PC shall provide a copy to the other parent for their counter-submission.

10.2.9 Should the parents wish to involve their lawyers in an arbitration, it may be by way of conference call, written submissions or hearing, depending on the circumstances. If they choose not to involve their lawyers they are waiving their right to do so.

10.2.10 The Arbitration shall proceed as notified, even if one parent fails to appear at the previously designated time and place, if one parent fails to provide their submissions in the time-line provided, or if one parent does not provide the sufficient retainer.

10.2.11 In reaching a decision, the PC may rely on information obtained during the information gathering and consensus-building process. Notwithstanding, the parents shall provide full submissions, either verbal or in writing as per the process as determined by the PC, and not assume any prior information provided shall be taken into account in the decision-making process.

10.2.12 The PC will have the authority to decide whether the evidence the parents submit will be formally sworn or affirmed, whether such evidence is presented through written submissions, or given at an in-person hearing.

10.2.13 The PC shall decide whether any person other than each parent may submit evidence before making a temporary or a final arbitration award.

10.2.14 With respect to information received from the children or the children's counsellor or therapist, the parents agree they may not be privy to that information, and disclosure to them by the PC shall be with the consent of the children, or at the PC's discretion. The parents specifically waive their rights under subsection 26(3) of the Act for this purpose. Each parent, by signing this agreement, acknowledges they have been advised this provision may not satisfy the requirements of the Arbitration Act, but each agrees this is in the child(ren)'s best interests. Each waives their right, at any time in the future, to rely on this discretionary disclosure by the PC to set aside her decision on any issue and release their right to make such an argument.

10.2.15 Prior to rendering a decision and in time for the parents to respond, the PC shall summarize for the parents the information received from third parties.

10.2.16 From time to time, given the exigencies of the situation and time constraints, the PC may determine the necessity of a summary arbitration of a parental issue within the parameters of this Agreement and the parameters of the parenting plan, hearing briefly from both parents with full transparency in such a manner the PC deems appropriate.

10.3 Expert Evidence

10.3.1 The parents specifically give the PC the authority to determine the necessity of retaining professional(s) to provide expert opinions on any issues and shall direct the parents accordingly.

10.3.2 If arbitration is sought by either party, or takes place and issues of law arise, then, in her sole discretion, the PC may obtain independent legal advice to assist her in the determination of those issues. The parties shall have access to any representations or opinions provided by such counsel. The cost of retaining such counsel shall initially be borne by the parties equally, subject to reapportionment by the Parenting Coordinator.

10.4 Reporter

10.4.1 The parents do not wish to have a reporter present at the Arbitration of any issue and waive their right to have a transcript of the proceedings. If, however, in the absolute discretion of the PC, the PC decides a Reporter should be present, then the PC may direct the parents to share the costs of the Reporter as per the payment terms in this Agreement.

10.5 The Award

10.5.1 The PC shall, as soon as possible after the arbitration, deliver the decision (the Award) in writing. In the event of a time sensitive matter, and at the absolute discretion of the PC, the written decision may follow an oral delivery with both parents in a telephone call or meeting.

10.5.2 Written reasons for the Award shall be provided at the absolute discretion of the PC. The PC need not, in her sole discretion, provide written reasons for her decisions and the parents specifically waive s. 38(1) of the Arbitration Act. If written reasons are provided, the PC will direct the parents to share the costs of the written reasons, unless the PC allocates or awards that the costs be otherwise.

10.5.3 When written reasons are provided by the PC, she will consider the nature and magnitude of the issue, and the input of the parents, with respect to the degree of detail which might be considered appropriate in the circumstances.

10.5.4 At the request of either parent, the PC shall prepare a consent Arbitration Award which incorporates the terms of any agreement reached by them during the non-decision-making component of this PC process, at an in-person arbitration hearing, through a telephone conference or through their exchange of written submissions.

10.5.5 A parent may, within thirty (30) days after receiving the Award, request that the PC provide a clarification regarding any matter related to the decision that has been rendered. The PC will provide any clarification in writing with a copy provided to the other parent.

10.5.6 Subject to rights to appeal or apply to set aside an award under sections 45 and 46 respectively of the Arbitration Act, and subject to any other applicable provision of the Arbitration Act and the Family Law Act, all awards of the PC shall be binding upon the parents. Any temporary, interim or final award may be incorporated into a consent order of the Ontario Superior Court of Justice. Either parent may apply for the enforcement of any award under section 59.8(5) of the Family Law Act.

10.6 Costs

10.6.1 The PC may render a costs award pertaining to an arbitration pursuant to this Agreement, after receiving submissions from each parent. Costs awards may include the PC's fees, including any related expert fees incurred by the PC, related to the arbitration, the parents' legal costs solely related to the specific arbitration, and any other arbitration-related costs (e.g., admin fees, copying, courier, reporter). The costs requested shall not include any legal fees or parenting coordination fees that were applied prior to the date the specific arbitration has been declared, save and except, the PC may consider costs incurred by offers to settle the issue(s) being arbitrated, made by either parent prior to the arbitration, in an effort to resolve the specific issue(s) in dispute.

10.6.2 At her sole discretion, the PC may determine a reallocation or reimbursement for costs incurred in relation to a breach of the parenting plan or failure to comply with the PC's decision. For example, if one parent incurs additional daycare expenses as a result of the other parent's failure to pick up the child(ren) on time, upon production of receipts, the PC shall have the authority to require that parent to compensate the parent who incurred the expense. Or, for example, if one parent has to cancel a scheduled trip for the child that was prepaid, as a result of the other parent's default of any terms of the Agreement or breach of an arbitral award, then upon production of receipts for same, that parent shall reimburse the other parent for this loss and expenses occasioned by the default or breach.

10.6.3 Notwithstanding the parents' agreement with respect to payment for services in this Agreement, the PC may modify this payment allocation if she finds that one parent is using the services unreasonably and/or disproportionately, or if one parent is bringing matters to the PC on a frivolous basis or otherwise acting in a manner incurring costs with behaviour undermining the intent and spirit of this agreement and, as a result, is causing the other parent greater expense. If and when this occurs, the PC may render a supplementary account to the party in question, for the disproportionate time spent, which account must be paid forthwith, and in any event no later than 7 days from the date of the invoice. Alternatively, the PC may apply the party in question's retainer to cover the additional costs, the manner of billing in such circumstances to be determined by the PC.

11 REVIEWS & APPEAL RIGHTS

11.1 The parents have the right to review the arbitrator's Award in accordance with s.46 of the Arbitration Act.

11.2 The parents have the right to appeal the Award on a question of law, with leave from the court as provided in s.45(1) of the Arbitration Act, 1991 and the Family Law Act.

11.3 In addition, the parents may appeal the Award on (check where appropriate):

- i. [] a question of law (without leave);
- ii. [] a question of fact;
- iii. [] a question of mixed fact and law; or

12 WAIVER OF RIGHT TO LITIGATE IN COURTS

By submitting to arbitration of the issues designated in this Agreement, the parties hereby waive any right to further litigate those issues in Court, whether pursuant to the Family Law Act, R.S.O. 1990, c.F.3, as amended; the Divorce Act, R.S.C. 1991, c.D-3.4 (2nd Supp.), as amended, or any other statute or law. This waiver of right does not interfere with any rights of review or appeal that the parties have pursuant to the Arbitration Act or the Family Law Act.

13 PARENTING COORDINATOR'S FEES

13.1 The PC's current hourly rate is \$300.00 plus HST. Fees shall be charged for all time expended in any/all professional and administrative matters associated with the PC process and/or arising from the process. This includes time spent conducting telephone calls, emails, correspondence, meetings with parents, the children and third parties, travel time, document review, preparation and drafting and review of agreements, writing memoranda, and deliberation and writing of awards or reports. All disbursements shall be charged including long-distance telephone charges, parking, other travel expenses, photocopying, courier charges, postage, and taxes. Also included are any unpaid fees charged retroactively from the time services are initially requested and the file is opened.

(parent) _____ shall pay 50%

(parent) _____ shall pay 50%

13.2 The parents each agree to provide the PC their proportionate share of the initial retainer of 15 hours plus HST (\$5,085 total \$ _____ ; \$ _____ each) along with this signed Agreement. The parents agree to replenish the retainer, as requested by the PC, within seven (7) days of the notice.

13.3 A minimum retainer of 2 hours plus HST from each parent at their proportionate rate shall be maintained in the account at all times. The PC will return any unused portion of the Retainer when the PC ceases to act and when all of her accounts for fees and disbursements have been paid.

13.4 Record keeping requirements make it necessary to log every contact. A minimum fee

(0.1 hour for 6 minutes) may be charged for each telephone and e-mail contact. These charges shall not apply to brief contacts about scheduling.

13.5 An administrative fee of \$200.00 payable by each parent in accordance with the proportion noted above shall be applied to cover administrative costs associated with opening the file and scheduling appointments. Additionally, the administration assistant's fees will be charged at \$160.00 per hour plus HST and will be applied to any time spent by her on the file, excluding routine maintenance, such as scheduling and billing.

13.6 Regular statements of the account detailing the date, service, time and hourly rate shall be provided. Insurance companies may not cover all of the services, although they do vary.

13.7 The parents shall be billed for the time allocated to an appointment in which there is less than forty-eight (48) business hours' notice prior to cancellation. The entire cost of a cancelled or missed appointment would be allocated to the cancelling parent. This represents an exception with respect to the agreed upon division of costs as noted above.

13.8 For joint sessions, the parent who is late shall be responsible for paying for the percentage of time he or she was late for the scheduled meeting.

13.9 The parents acknowledge they have an obligation to pay the PC in accordance with paragraphs 13.1, 13.2 and 13.3. It is a fundamental term that the PC is paid by both parents in a timely fashion and their retainers are kept current to avoid the postponement of services by the PC or the intentional frustration of the agreement by the non-paying parent.

13.10 In the event one of the parents fails to provide their fees as set out above, the PC may choose to proceed and accept payment of the defaulting parent's share from the other parent. This shall not be deemed to affect the ability of the PC to perform her Arbitration function for the duration of her tenure. Any such payment may be enforced in court, by the parent who overpaid their share. An award of costs may be made against the defaulting parent for any fees based on their behalf by the non-defaulting parent. This award shall take into account the retainer already paid and make the necessary adjustments. Both parents acknowledge this is fair and reasonable in the circumstances.

13.11 If one of the parents fails to provide their fees as set out above, the PC may postpone the service for non-payment of fees. The PC may, at her option, extend the term of this Agreement set out in paragraph 2.5 by an equivalent amount of time as the period of default. The intent of this provision is to discourage the use of non-payment to frustrate the agreement or the ability of the PC to perform her obligations under this agreement.

13.12 The PC may withhold her Award until all outstanding fees, disbursements or retainers have been paid.

13.13 Costs to Attend Formal Questioning, Court or Arbitration Proceedings

Both parents acknowledge and agree that the parenting coordinator (“PC”) is entitled to be paid their hourly fee (in accordance with paragraph 13.1) to prepare for and attend formal questioning, court or an arbitration (“the attendance”) to give evidence about the parenting coordination process.

Fees Payable by Parent Who Requests PC’s Attendance

13.13.1 If either parent requests (through subpoena, summons or otherwise) the PC attend formal questioning under the Family Law Rules or the Rules of Civil Procedure, a court hearing, including a case conference, motion, settlement conference, trial or arbitration hearing, the parent who requests the PC’s attendance is responsible for providing a retainer to cover the PC’s fees and disbursements associated with preparation for and the attendance.

13.13.2 The PC shall provide the parent who requests their attendance with a written estimate of the cost associated with their preparation and attendance, which estimate shall be in the PC’s discretion having regard to the estimated time required to testify, the complexity of the file, and the level of preparation required to review the file and testify about any issue(s) which may be addressed at the questioning, court or hearing appearance.

13.13.3 Notwithstanding any case law to the contrary, by signing this PC Agreement, the parent who requests the PC attend questioning, court or an arbitration hearing to provide evidence about the parenting coordination process consents to a court order or arbitral award being made in the proceeding prior to the hearing, specifically requiring that the retainer be paid to the PC by way of a certified cheque or a money order at least ten (10) days in advance of the attendance. The parents specifically acknowledge that the PC’s attendance fee is completely independent of the standard witness / summons fee paid to witnesses.

Fees Payable When Court or Arbitrator Requests PCs Attendance

13.13.4 In the event the court or arbitrator compels the PC’s attendance to give evidence about the parenting coordination process at a case conference, motion, settlement conference, hearing or trial, the parents consent to an order or award requiring them to pay the PC’s retainer by way of a certified cheque in the amount requested by the PC to cover the cost of the PC’s preparation for and attendance at the hearing at least ten (10) days in advance of the questioning or court hearing.

13.13.5 The PC shall provide the court or arbitrator with a written estimate of the cost associated with their preparation and attendance, which estimate shall be in the PC’s discretion having

regard to the estimated time required to testify, the complexity of the file, and the level of preparation required.

14 AUDIO OR VIDEO RECORDING OF PROCESS PROHIBITED

14.1 Neither parent shall record, on any device or through any means, any communications between the parties, which occur during any part of the PC process, including the non-decision and decision-making (arbitration) components of the PC process. A breach of this term shall entitle the parenting coordinator to immediately resign, with no prior notice to the parties. In the event that the parenting coordinator resigns as a result of a breach of this paragraph, she may make a cost award against the parent who has recorded the meeting or arbitration hearing.

15 GRIEVANCES

15.1 During the course of this Agreement, we agree to abide by the following grievance procedure:

15.1.1 We shall first discuss any concerns in person with the PC before taking steps to challenge the appointment.

15.1.2 If, after discussion, the parent is not satisfied the grievance has been dealt with satisfactorily, he or she shall submit a written letter to the PC, to the other parent, and to any lawyers representing the parents or child(ren) detailing the grievance. The PC shall provide a written response to the parents and lawyers within twenty (20) days.

15.1.3 The PC may then have the option to meet with the grieving parent and their lawyer to further discuss the matter. If the grievance is not resolved after this meeting, the complaining parent may file a motion on notice to the other parent with the court to remove the PC as per s.13 of the Arbitration Act. The motion shall proceed on the written documents submitted by both parents and the PC, unless the Court orders a hearing.

15.1.4 The PC may seek reimbursement from the parent who initiated the complaint, for her time and expenses, including legal costs, for responding to the grievance or participating in a motion seeking her removal.

15.1.5 It is up to the PC to determine whether the fact that one parent is bringing forward a complaint to the PC should be shared with the other parent and/or whether the other parent and his or her lawyer should be entitled to receive documents related to the complaint and whether he/she should be entitled to attend any meetings held to resolve the grievance(s)

15.1.6 The PC shall continue to act as PC until she resigns or is removed by court order. Further, any awards shall be implemented and adhered to during the time the grievance process is in

effect.

16 ELECTRONIC PROVISION OF SERVICES

16.1 Electronic provisions of services may occur by email, telephone, video contacts (eg., VSee) and text messaging (rarely) by either the PC or her Administrative Assistant, Camilla Graziani and requires your consent. Scheduling is done primarily by email and may also be done by telephone.

16.2 Email may be used in the delivery of some services to augment or follow up on face-to-face or telephone sessions. In these cases, we may provide updates, invoices, account statements, summaries, draft parenting plans or memoranda, educational resources or exchange information. Based on the nature of the service provided, these email communications may include information about others including your child(ren) or their other parent.

16.3 When consenting to the provision of services by telephone or electronically, it is important to appreciate both the risks and benefit, including insufficiency, misunderstandings due to lack of visual clues and context, and failures in technology. In the event of a technology failure when using VSee (audio or visual), the PC will call you by telephone at the number you provide for back up at the time of scheduling.

16.4 While efforts are made to protect privacy when providing services by telephone or electronically, the same degree of confidentiality provided during in-person office sessions is not possible. The limitations include the possibility of interceptions of communications while these are occurring. Every effort needs to be made from both the PC's end and yours to minimize any interruptions during video or telephone contacts (e.g., turning off cell phones, locking the door, etc.). Towards this end, you agree to make these efforts and further to advise the PC if someone comes into the room you are in or is within earshot.

16.5 The benefits of using electronic communications and telephone may include appropriateness, avoids the need to travel a distance, taking less time off work, having increased access to services continuing while the PC is away, convenience and comfort or the client may be out of town and wants to continue to receive service. Alternatives to the provision of electronic or telephone services include in-person services only or local services from an available health service provider of the same or different discipline.

16.6 Please keep in mind that other individuals (your spouse, new partner, child, adolescent, others living in your home) may be able to access information, sensitive or otherwise, communicated electronically or by telephone between you and the PC in your own home or work place. As noted, the information shared may be about others, not only you. Any communications provided by the PC are intended for you and not for others, unless agreed to otherwise. By

signing this informed consent form you are confirming to the PC that you have taken reasonable steps to secure your own electronic devices you choose to use to communicate with the PC (mobile phones, iPads, computers, etc.). This would include having a confidential password and adequate firewalls. You further agree not to allow others (e.g., your children of any age, new partner or spouse, parent, friend, relative, etc.) to access any communications sent to you from the PC, unless an agreement is reached in advance that the particular communication is appropriate to share with others. (Please see separate Privacy Policy for more information on privacy.)

16.7 Emergencies. We ask for you to identify a contact we can reach by telephone and email for use in an emergency that may arise during an office or telephone contact, or during any electronically facilitated contact. If you do not attend a scheduled meeting of any kind, we will attempt to call you twice. If we do not hear back in what is deemed to be a reasonable period of time, we will contact the person you have identified as your emergency contact.

16.8 Licensure. Ms. Alton is licensed to practice psychotherapy in Ontario. It is illegal for her to practice in any other location you may be in at the time the service is delivered, even if you are a resident of Ontario, unless she obtains permission or the required form of licensure in advance of the delivery of service. In many cases, it is possible for permission or a temporary license to be obtained. By signing this agreement, you agree to advise the PC for each telephone or video contact if you are no longer in Ontario.

17 RISKS & LIMITATIONS

Informed consent requires disclosure of potential risks and limitations. The parents acknowledge there is no guarantee they will resolve all issues in parenting coordination and they may not be fully satisfied with the outcome. The parents further acknowledge if agreements are not reached in the consensus building phase of the parenting coordination, any subsequent litigation may be more difficult than if the parents had not engaged in the parenting coordination. Further, the PC cannot guarantee physical safety and cannot guarantee against bad faith or abuse of process by either parent.

18 WAIVER OF PARENTING COORDINATOR'S LIABILITY

18.1 The parents agree that as a result of their conflict of opinions, interests or wishes, the PC must facilitate or make decisions in their children's interests that while well intentioned may result in actual harm to the child(ren). The parents hold the PC harmless for any negative impact that may befall the child(ren) pursuant to the PC's involvement or arbitration.

18.2 The parents waive any claim or right of action against the PC for any matters arising out of the in good faith functions performed by her under this Agreement.

19 INDEPENDENT LEGAL ADVICE

19.1 Each of the parents confirms they have received independent advice. Attached to this Agreement is the certificate of independent legal advice provided to each parent under subsection 59.6(2) of the Family Law Act. This certificate must be executed after the parties have been screened per the Regulations and have been accepted by the PC into the Parenting Coordination process.

19.2 Both parents:

19.2.1 have received, read, understand and will abide by the above;

19.2.2 consent to the appropriate disclosure of the information contained in our file concerning this matter;

18.2.3 are authorizing the release of information to both parents, the lawyers for both parents, and the children’s lawyer if appointed;

18.2.4 understand their rights and obligations under this Agreement and the nature and consequences of this Agreement;

18.2.5 acknowledge they are not under any undue influence or duress; and

18.2.6 acknowledge they are both signing this Agreement voluntarily.

Dated: _____

Dated: _____

Parent

Parent

Lawyer

Lawyer

Witness

Witness

OF INDEPENDENT LEGAL ADVICE

I, _____, Barrister & Solicitor, have reviewed the attached Parenting Coordination Retainer Agreement (the “Agreement”) and have fully explained to my client _____ the meaning and intent of the Agreement and have given the client independent legal advice prior to the Agreement being signed. I have also explained to my client that the Agreement is a “domestic contract” within the meaning of the Family Law Act, and as such a court may set aside the Agreement under various circumstances about which I have informed my client. In my opinion, my client understands the nature and consequences of this Agreement, and is not signing this Agreement as a result of any undue influence placed upon the client by any person. I hereby confirm I am satisfied my client is fully able to participate in the Parenting Coordination and is signing the Agreement voluntarily.

_____ Date

Lawyer

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, _____, Barrister & Solicitor, have reviewed the attached Parenting Coordination Retainer Agreement (the “Agreement”) and have fully explained to my client _____ the meaning and intent of the Agreement and have given the client independent legal advice prior to the Agreement being signed. I have also explained to my client that the Agreement is a “domestic contract” within the meaning of the Family Law Act, and as such a court may set aside the Agreement under various circumstances about which I have informed my client. In my opinion, my client, understands the nature and consequences of this Agreement, and is not signing this Agreement as a result of any undue influence placed upon the client by any person. I hereby confirm I am satisfied my client is fully able to participate in the Parenting Coordination and is signing the Agreement voluntarily.

_____ Date

Lawyer

DECLARATION OF THE PC/ARBITRATOR

I, Deborah Alton, B.A., N.L.P., M.A.C.P., R.P., PC confirm the following matters:

1. I shall treat the parties equally and fairly in the Arbitration, as subsection 19(1) of the Act requires.

2. I have received the appropriate training approved by the Attorney General.

3. The parties were separately screened by me for power imbalances and domestic violence and I have considered the results of the screening and shall do so throughout the Arbitration, if I conduct one.

Date

Deborah Alton, B.A., N.L.P., M.A.C.P., R.P., PC

Witness