

**AGREEMENT FOR PARENTING COORDINATION and
FAMILY ARBITRATION SERVICES**

Made under the *Arbitration Act* S. O. 1991 c. 17, and the *Family Law Act* R.S.O.
1990 c. F. 3.

Between:

&

("the parents")

- and -

Riverdale Mediation Ltd. ("Riverdale")

1. THE PARENTS COMMIT TO THIS PROCESS BECAUSE:

- 1.1 They believe that children benefit from being free to develop the best possible relationship with their parents.
- 1.2 They know that parental conflict can harm children's adjustment to their parents' separation.
- 1.3 They wish to keep their child/ren away from their disagreements.
- 1.4 Parenting coordination is a child-centred dispute resolution process designed to:
 - (a) help parents settle parenting disagreements in a fair, timely, proportionate and cost-effective manner, and to
 - (b) facilitate the interpretation, management and implementation of, and compliance with, their separation agreement, minutes of settlement, court order or arbitration award relating to their parenting arrangements. (the "Parenting Plan").
- 1.5 The parents agree therefore to work diligently with a parenting coordinator ("the PC") under the terms of this Agreement to improve their dispute resolution skills, strategies, protocols and outcomes, so that they can minimize conflict between

themselves and better enable their child or children to live fully and in good health.

2. SUBMISSION TO SECONDARY ARBITRATION

2.1 This Agreement is a formal submission to arbitration under the Arbitration Act and the Family Law Act. As such:

- (a) Each parent has read the Agreement, asked Riverdale any questions they have about it, and has either received Independent Legal Advice on its meaning, implications and terms or waived same.
- (b) Each parent has signed and dated the Agreement in the presence of a competent witness.
- (c) Each parent's lawyer has signed their Certificate of Independent Legal Advice (if any).
- (d) Both parents have made inquiries and satisfied themselves that the Primary and Back-Up PCs are qualified to provide this service.
- (e) Prior to signing this Agreement, each parent has met with the Primary or Back-Up PC for a confidential meeting to be screened for power imbalances and family violence, and the PC has assessed their matter to be appropriate, at this time, for this process.
- (f) The PC and the Co-PC have signed and dated this Agreement and the PC's Arbitrator's Certificate has been signed in the presence of a witness.

3. APPOINTMENT OF PARENTING COORDINATORS (PC), TERM AND TERMINATION

3.1 The parents appoint _____ as their Primary PC and _____ as the Co-PC (together referred to as "the PC"), to help them interpret, implement, manage, monitor and adapt, as necessary, the

terms of their Parenting Plan dated _____.

This Agreement takes effect on the latest date that it is signed by a parent.

- 3.2 The parents agree that either the Primary or C0-PC may act under this Agreement in Riverdale's discretion. Fees will be charged based on the applicable rates for the PC providing service.
- 3.3 The PC is appointed for a term of _____ months, expiring _____ ("the expiry date").
- 3.4 The parents agree to provide written notice to the PC and one another **at least 60 days before the expiry date** if they intend to renew the Agreement. Consent of both parents is required to renew this Agreement along with updated screening for ongoing suitability by the PC. At the time of renewal, the parents shall sign the Riverdale PC Agreement then in effect. The PC may choose to not renew an Appointment.
- 3.5 The parents consent to the participation of a PC Intern as an observer and/or co-mediator.

4. TERMINATION OF AGREEMENT

- 4.1 Neither parent may unilaterally terminate this Agreement. This Agreement may come to an end before its expiry date in one of the following ways:
- (a) The parents may jointly terminate Riverdale's Appointment, or select another Riverdale PC, in writing, at any time during the term of this Agreement. In such a circumstance, the PC mandate as defined in the Parenting Plan will be carried out by another PC jointly selected by the parents, or the new Riverdale PC.
- (b) The PC/s may resign their Appointment, in their discretion at any time during the term of this Agreement if they believe that doing so is in the best interests of the children, or if they are unable to serve out their term for any reason. They need not provide notice of nor reasons for their resignation,

which shall be made in writing.

- (c) In the event of resignation of one or both of the PCs named in this Agreement, the parents will select another Riverdale PC/s to act in their place, failing which Riverdale may designate another qualified Riverdale PC at the same hourly rate or less. Should no Riverdale PC be available, the parties shall jointly select a new PC to carry out the PC mandate as per their Parenting Plan.
 - (d) Riverdale may, in its sole discretion, terminate the PC process at any time on the grounds that it is no longer an appropriate case for private adjudication. In such a case, Riverdale need not provide an explanation for screening the matter out of the PC process other than to state that they have determined that the matter is no longer suitable for the process.
 - (e) A court orders the termination of the process, or removal of the PC,
 - (f) A parent dies, and/or the child/ren die or reach the age of majority before the expiry date.
- 4.2 Any Awards then made shall continue in full force unless they are varied by the parents, a subsequent PC, an arbitrator or the Court.

5. THE PC ROLE

- 5.1 The PC is a child-focused and neutral third party who is voluntarily appointed by parents to help resolve disputes arising from their different understandings about the interpretation, implementation, management or enforcement of their Parenting Plan.
- 5.2 The parents understand that in carrying out their role, the PC may serve in multiple capacities including: (1) consultation, (2) education about the child/ren's needs and development, (3) coaching on communication, parenting and dispute resolution strategies and resources, (4) mediation to try to help them reach agreements, (5) making referrals to other professionals; and (6) making binding decisions when they cannot agree.

5.3 The PC is not disqualified from deciding an issue only because they have also acted as a mediator in relation to that issue. The parents specifically waive section 35 of the *Arbitration Act*.

5.4 The PC does not provide legal, counselling or therapy services. Comments, suggestions or recommendations made by the PC shall not be construed as advice.

6. PRINCIPLES OF THE PC AGREEMENT

6.1 The parents and PC will work together as a team, applying the following principles:

- (i) The child's needs and best interests are paramount.
- (ii) The parents commit to following their Parenting Plan and to use this process in good faith if they cannot resolve a dispute about it.
- (iii) Each matter will be resolved in the most cost-effective, proportionate and fair way possible in the circumstances.
- (iv) The parents will try to reach agreements with each other, following the PC's guidance and formal directions as circumstances permit.
- (v) The parents will follow the PC's procedural requirements at all times and will comply with the PC's decisions unless they are successfully appealed.
- (vi) Each parent will pay their share of fees when due and will not use non-payment as a way of controlling the process or outcome.

7. PROCEDURAL STEPS THE PC MAY TAKE

7.1 In fulfilling their role the PC may, in their discretion:

- (a) schedule meetings with the parents jointly or individually, in person or online, and/or with their children, and any other relevant persons in the

discretion of the PC, with the manner, location, timing, frequency and duration of meetings determined by the PC;

- (b) require the parents to share written communications between them with the PC, or otherwise monitor family communications;
- (c) require the parents to produce information or documents;
- (d) educate and coach the parents about communication with one another and with their children to facilitate resolution of disagreements, with the goal of helping parents acquire the skills and experience to resolve future disagreements themselves;
- (e) recommend and, if appropriate, require the use of services or resources for the parents and/or child/ren;
- (f) consult with and receive documents and information from the parents and third parties who, in the discretion of the PC, have information that is relevant to their role. This may include caregivers, family members, medical professionals, counsellors, therapists, assessors, educators, previous PCs, and other professional or lay persons;
- (g) conduct a range of educational and mediative processes designed to empower the parents to resolve disputes in the best interests of their child/ren;
- (h) provide arbitration processes that result in legally enforceable decisions, including costs awards; and
- (i) seek confidential legal and other advice in their discretion.

8. RIGHTS TO LITIGATE WAIVED

- 8.1 Subject to 5.3 below, and also subject to their appeal or review rights under this Agreement, the Arbitration Act or the Family Law Act, the parents waive all rights to litigate the issues within the jurisdiction of the PC during the term of this

Agreement.

- 8.2 If the parents do not agree on whether the PC has jurisdiction to address a matter, they will make submissions on that question to the PC, who will determine their jurisdiction.
- 8.3 The PC may, in their sole discretion, determine that any particular issue or matter is not appropriate for adjudication by the PC, even if it falls within their jurisdiction. In such an event, either parent may bring that issue before the Court for adjudication. A decision by the PC to decline to arbitrate a specific matter does not terminate this contract nor set a precedent upon which either parent may rely.

9. DETAILED JURISDICTION CLAUSE

- 9.1 The PC has jurisdiction over the following matters arising from their Parenting Plan, as set out in the attached Court Order, Minutes of Settlement, Separation Agreement or Arbitration Award date _____:
- (1) either parent's access to information relating to the child(ren)'s health, education, daycare, religious/spiritual upbringing or general well-being;
 - (2) the parents' 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;
 - (v) the parents' response times to each other's communications;

- (3) communication between the child(ren) and the non-residential parent, 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) proposed temporary changes to the regular parenting schedule and/or the holiday parenting schedule to accommodate the child(ren)'s participation in special events, special circumstances involving either parent or the child(ren), either parent's travel with the child(ren) and/or other unforeseen or special circumstances;
- (5) proposed minor permanent changes to the parenting schedule, having regard to the following terms of the Parenting Plan:
_____;
- (6) 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;
- (7) any dispute between the parents about the child(ren)'s sleeping arrangements;

- (8) differences of opinion relating to the interpretation of the Parenting Plan;
- (9) to develop clarifying clauses which may be required, given situations and events that unfold which were not anticipated when the Parenting Plan was developed;
- (10) disputes between the parents about the child(ren)'s health, education, daycare, or religious/spiritual upbringing, including in the PC's discretion, issues relating to vaccinations, gender-affirming care and choice of school;
- (11) disputes between the parents about any aspect of 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;
 - (v) the child(ren)'s extra-curricular activities;
 - (vi) the other parent or parent's significant other or relative's home; or
 - (vii) the other parent's place of employment;
- (12) disputes between the parents about transitions/exchanges of the child(ren) between the parents, to and from daycare, school, camp or any other program the child(ren) attend(s). This would include date, time, place, including transportation and parents' codes of conduct;

- (13) disputes between the parents about the division of responsibility for taking or transporting the child(ren) to daycare, school, day camp, medical, dental or orthodontic appointments, the other parent's home or any other place;
- (14) disputes between the parents about appropriate parental conduct in the child(ren)'s presence;
- (15) disputes between the parents about the child(ren)'s registration and participation in recreation, enrichment or extra-curricular activities, lessons and programs;
- (16) disputes between the parents about the child(ren)'s enrollment in day camps or sleep-away camps;
- (17) disputes between the parents about supervision, child care or babysitting arrangements for the child(ren);
- (18) disputes between the parents about the child(ren)'s travel, including:
 - (i) the location of travel;
 - (ii) travel dates, including whether or not the child(ren) may be withdrawn from school to travel with a parent;
 - (iii) the information that will be shared by the parent who is traveling in the form of a travel itinerary to be given to the non-residential parent;
 - (iv) the date by which the travel itinerary shall be delivered to the non-residential parent;
 - (v) the date by which a signed travel consent must be delivered by the non-residential parent to the traveling parent;
 - (vi) the format and required content of a travel consent;

- (vii) the identification documents which will be given to the parent who is traveling with the child(ren);
- (19) disputes between the parents about the movement of the child(ren)'s personal effects, clothing, toys and sports equipment between the parents' homes;
- (20) 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;
- (21) disputes between the parents about the child(ren)'s permission to vape or smoke cigarettes or other substances including but not limited to cannabis, or disputes about the children's exposure to second-hand smoke from cigarettes including cigarettes containing cannabis or other substances;
- (22) disputes between the parents about the child(ren)'s access to age and developmentally appropriate screen and social media content;
- (23) disputes between the parents about the child(ren)'s use, possession and ownership of a cell phone;
- (24) disputes between the parents about the child(ren)'s privacy settings on electronic devices to which they have access;
- (25) disputes between the parents about proposed restrictions on the child(ren)'s involvement, interaction with or exposure to one or more named individuals;
- (26) disputes between the parents about proposed restrictions on the child(ren)'s attendance at specific events or locations;
- (27) disputes between the parents about which appropriate resources, therapists, co-parenting supports, counselling, medical and other professionals the child/ren and/or the parents should use;

- (28) disputes between the parents about any other parenting role, responsibility issue or decision, not specified above, as delegated by the courts or by mutual parental consent;
- (29) any other parenting function, issue or decision if not otherwise noted in this Agreement or the Parenting Plan; or
- (30) Other (*Specify*): _____

9.2 Unless otherwise provided, the PC does not have jurisdiction to adjudicate:

- (a) requests for a permanent change in the residential schedule that would substantially change the children's time with one parent, or impact the quantum of child support;
- (b) requests for a significant change in the geographic residence of the child/ren;
- (c) requests to change the decision-making rights and responsibilities of the parents;
- (d) other: _____

9.3 The PC has jurisdiction to award costs.

10. PARENTS TO PROVIDE AUTHORIZATIONS

10.1 The parents shall sign any authorization requested by the PC to gather information to fulfill their role.

11. THE CHILD'S VOICE

11.1 The parents understand that, under the United Nations Convention on the Rights of the Child, to which Canada is a signatory, children have the legal right to be provided with an opportunity to express their views about decisions that affect their well-being, consistent with their age, capacity and desire to participate.

- 11.2 The PC may require that the child/ren's voice be heard in the PC process, including through information provided by the parents, a s. 30 Assessment, an OCL Report, Children's Aid Society reports or notes, interviewing the children themselves, through the intervention of a third party professional, or by other means as determined by the PC.
- 11.3 The purpose of hearing the child's voice during the mediation stage is to assist the parents to make child-focused decisions that consider the views and preferences of the child/ren where appropriate.
- 11.4 The purpose of hearing the child's voice during the arbitration stage is to inform the PC's decision-making with proportionate information about the child/ren's views and preferences.
- 11.5 Any child interview and report, whether oral or in writing, shall be governed by the following principles:
- (a) The parents shall be given information about the process and invited to share information about their children as appropriate;
 - (b) The parents will be given the opportunity to share in the delivery and pick up of the children with the interviewer;
 - (c) All information provided to the interviewer by the child/ren is subject to confidentiality and common law privilege, subject to:
 - (i) the exception to report a child in need of protection under s. 125 of the Child, Youth and Family Services Act,
 - (ii) the duty to report or warn a third party if information suggests an imminent or serious threat to a person's life or safety; or
 - (iii) where the child authorizes the interviewer to share the information with the parents and potentially a court.
 - (d) The report of the interviewer will be shared with the parents (and the PC if

someone other than the PC conducts the interview) in the mediation stage of the process either orally or in writing, in the discretion of the PC.

- (e) Where a written report has been shared with the parents in the mediation stage of the process, and it is relevant for an arbitration, it shall form part of the arbitration Record. Where an oral report is shared with the parents in the mediation stage and that information becomes relevant for an arbitration, the PC shall summarize the relevant information in writing and provide it to the parents before the arbitration. It shall form part of the Record of the arbitration. The parents specifically authorize the PC to consider their own report or summary thereof as evidence in the arbitration phase of the process and waive any due process, bias or natural justice objection thereto.
- (f) The parents waive any right to cross-examine on any report or summary of the child's information, but a third party interviewer may, in the PC's discretion, be asked by the PC to provide further information at a hearing.
- (g) The PC or other interviewer is not a compellable witness in any proceeding.

12. CONFIDENTIALITY

- 12.1 This is 'closed' Parenting Coordination. Proceedings under this Agreement and the record thereof, including communications, meetings and documents, and all acts in furtherance of this process, are private and confidential, except as may be necessary to implement or enforce the PC's Awards and as required by law.
- 12.2 In particular, intake and/or screening meetings, and all forms, documents, screening tools, notes and records relating thereto, shall remain private and confidential as between the PC and each parent, except as required by law, and shall not be disclosed to anyone for any purpose without a court order made on notice to the PC.
- 12.3 No party to this Agreement shall, in these or any proceedings, summons or otherwise seek to compel Riverdale, the PC or PC Intern to testify or to produce

records, reports, or notes prepared by anyone in connection with any part of the PC process. If a party decides to summon the PC or any part of their file contrary to these provisions, the PC may move to quash the summons. That party agrees to reimburse the PC for any expense they incur in such an action including counsel fees, plus the PC's hourly rate for time that is taken by this matter.

- 12.4 The common law exception to settlement privilege which permits the production or disclosure of without prejudice communications to prove a settlement is renounced. No evidence of any communications relating to a settlement reached during this process shall be produced or disclosed in any legal proceedings, save for a written agreement or addendum containing the settlement terms, signed by the parties and witnessed, or a Consent Award by the PC incorporating the settlement terms.
- 12.5 Nothing in this Agreement precludes the PC and Co-PC from sharing information in their discretion with each other, with counsel or other agents retained by a parent, an intern assigned to the file, and the Principal and employees/agents of Riverdale.
- 12.6 All contents of the PC's file, including all information provided to them and all their notes prepared before, during and after any step in the process, are the personal property of Riverdale, even if they may be considered to part of the Record of an Arbitration.
- 12.7 Notwithstanding the foregoing, the PC may disclose otherwise confidential information for the following purposes:
- (a) Where ordered to do so by a court;
 - (b) Where required to do so by law, including reporting a child in need of protection pursuant to s. 125 of the Child , Youth and Family Services Act;
 - (c) where they believe on reasonable grounds that there is an imminent risk of death or serious harm to a person or animal, disclosing such information as is required to prevent such risk, in the PC's discretion;

- (d) where either parent makes a claim, complaint or fees dispute against the PC or Riverdale;
- (e) where either party breaches a term of this Agreement, or causes a breach to occur, and disclosure of confidential information is necessary in the discretion of the PC to respond to such breach; and
- (f) for research, quality control or education purposes on a non-identifying basis.

13. RECORDING STRICTLY PROHIBITED

- 13.1 The parents and their counsel warrant that they will not, themselves nor anyone acting on their behalf, audio or video record, photograph, film, screen shot, take transcripts or otherwise capture the verbatim record of or images from any part of this process, except for arranging for a Reporter for an arbitration hearing. A breach of this term will entitle the PC to immediately resign with reasons given. If the PC resigns as a result of a breach of this paragraph they make a cost award against the parent who has done so.

PARENTING COORDINATION STAGES

14. EDUCATION, COACHING and MEDIATION

- 14.1 Either parent or the PC may initiate an intervention by the PC. The parents undertake to follow the procedural requirements of the PC, to reasonably respond to all communications from the PC and from the other parent. The PC, after seeking input from the parents as is reasonable in the circumstances, will determine the timing, structure, format and frequency of any meetings, including whether the parents will meet together or separately with the PC, and when and how the parents may be re-screened for power imbalances as appropriate. The parents acknowledge that if they fail to cooperate with the PC's reasonable procedures, the PC may take steps without their consent and in their absence.

- 14.2 If not already doing so, and unless agreed otherwise with the PC, the parents shall communicate regarding their child(ren) via www.Ourfamilywizard.com (OFW). The parent shall each enroll in the program for at least a one-year subscription immediately upon the execution of this Agreement. The parents shall thereafter conduct all communications regarding their co-parenting matters using the website's features. Neither parent shall fail to renew the annual subscription to the website without a signed and filed stipulation by both parents, or as determined by the PC or a Court.
- 14.3 All parent entries shall be viewable via the PC's Professional Account.
- 14.4 In the event that OFW is not available for valid reason, and/or as required by the PC, the parents will communicate with each other by email and in accordance with communication procedures established by the parents and the PC.
- 14.5 The parents agree to provide promptly all records, documentation, and information as may be requested by the PC from time to time.
- 14.6 Subject to being directed otherwise by the PC, unless there is a matter of great urgency or safety, all email communication that either parent wishes to have with the PC shall be copied to the other parent. Further, the parents understand and agree that they must provide copies to the other parent of all communications, including but not limited to written reports and communications from collateral sources that they wish to provide to the PC, unless otherwise directed by the PC.
- 14.7 Meetings may take place in person, or via email, Zoom (or similar technology) or telephone in the PC's discretion.
- 14.8 The PC may recommend that the parents participate in co-parent education or coaching, use specified co-parenting communication tools and attend such counselling or other reasonable co-parenting support programs the PC deems appropriate.
- 14.9 The PC may communicate privately with each parent during the mediation phase of the process. The parents waive any claim that such meetings violate their rights of fairness, equal treatment, or due process under the Arbitration Act. Such

meetings are not necessarily confidential. If a parent wishes the PC to receive information in confidence, they must say so at the time and the PC must agree. Otherwise, all information shared by a parent during a private meeting may, in the PC's discretion, be shared with the other parent.

15. DOCUMENTING SETTLEMENTS IN MEDIATION

15.1 If the parents settle a matter during the mediation stage, the PC shall draft a non-binding PC Summary Report that reflects the terms of the agreement. Once the parents have had a reasonable opportunity to review the PC Summary Report, its operative parts will be made by the PC into a draft Consent Award or an addendum to the Parenting Plan which shall be signed by the parents and witnessed. The parents will be invited to secure independent legal advice on same within a specified period of time, which will be set in consultation with the parents, after which any Consent Award or signed addendum will be binding on the parents as if it were an Order of the Court.

16. ARBITRATION

16.1 The PC may make decisions to resolve an issue if:

- (a) the parents cannot agree on the matter,
- (b) one parent chooses not to participate in mediation; or
- (c) time constraints make it impossible to reach an agreement.

16.2 The PC shall advise the parents in writing that they will be proceeding to arbitration, and may, in their discretion, re-screen the parents prior thereto. The details of the proceeding, including timing, schedule, whether in writing or orally, format, procedure, documentary and submission requirements shall be determined by the PC after receiving submissions from the parents as is appropriate in the circumstances. The PC may issue Procedural Directions in their discretion to document the process to be followed.

16.3 The PC will follow the guiding principles set out in this Agreement in determining

the most appropriate process for the arbitration. They will endeavour to have in-person or Zoom meetings should either party request same, but the parents waive their right under s. 26 of the Arbitration Act to require an oral hearing.

- 16.4 If a parent fails to comply with the PC's Procedural Directions, or declines to participate, comply with timelines, provide evidence or submissions, or respond to the other's evidence or submissions, the PC may proceed in the absence of that parent or their input.
- 16.5 Subject to the ongoing screening obligation, all oral and written communication for the purpose of arbitration shall occur in the presence of or be provided to both parents.
- 16.6 The parents are advised to seek legal support for any arbitrations.
- 16.7 If a parent wishes to have a reporter for an oral hearing, they shall retain and pay the reporter. The parents may jointly retain a reporter. Otherwise, the parents do not wish to have a reporter and they waive their right to have a transcript of the proceedings. If the PC in their discretion wishes to have a reporter, they may direct the parents to pay such costs as the PC deems appropriate.
- 16.8 Each parent will have reasonable opportunity, as circumstances permit, to provide evidence of the facts supporting their case, and to make submissions to the PC. Each parent will have reasonable opportunity, as circumstances permit, to hear the other's evidence and submissions and respond to them.
- 16.9 The PC may rely on information or documents obtained during the mediation phase. In such circumstance, the parents may provide a jointly written statement of facts or documents, or the PC shall provide the parents with the documents and/or a summary of the information to be relied upon. The parents will have a reasonable opportunity, depending on the circumstances, to respond to such information summary or documents.
- 16.10 The child's voice shall be heard in the arbitration at the PC's discretion.

17. APPLICABLE LAW

17.1 The arbitration shall be conducted in accordance with: (*choose either (i) or (ii)*)

(i) the law of Ontario, and the law of Canada as it applies in Ontario, or

(ii) the law of ___ (name other Canadian jurisdiction) and the law of Canada as it applies in that jurisdiction

18. EXPERT EVIDENCE AND LEGAL OPINIONS

18.1 The PC may, in their discretion, direct the parents to retain a professional for the purpose of providing expert evidence or legal advice, and may determine the terms and conditions for same. Alternately or in addition the PC may retain such professionals themselves for the purpose of receiving their evidence, in which case the PC shall provide the parents with a copy of any opinion or report. The PC has authority to require the parents to retain counsel for the child/ren where appropriate. The cost of such retainers shall be paid by the parents in the proportion determined by the PC after receiving submissions from the parents.

18.2 The PC may, in their discretion and at their own cost, consult with other professionals for procedural but not substantive advice. Such communications are privileged and confidential to the PC and the professional retained.

19. DECISIONS (AWARDS) AND REASONS

19.1 The PC will make and provide the parents with their decision (the Award) after the arbitration. It may be first delivered orally with a written decision to follow. Reasons for the decision will be provided in the discretion of the PC.

19.2 The PC will consider the principles of the PC process in determining the amount of detail provided in any written reasons for their decision.

20. AWARDS ARE BINDING, FAILURE TO COMPLY

20.1 Subject to rights to appeal or set aside an award under sections 45 and 46 of the

Arbitration Act, and subject to any other applicable provisions of the Arbitration Act and the Family Law Act, all Awards of the PC shall be binding upon the parents. A temporary, interim or final Award may be incorporated into an order of the Ontario Superior Court of Justice. Either parent may apply for the enforcement of an Award under s. 59.8(5) the Family Law Act.

- 20.2 A parent may, within 30 days after received an Award, request the PC to provide a clarification or correction of the decision, copying the other parent. The PC will, in their discretion, provide any clarification in writing to both parents.
- 20.3 A parent who fails to comply with an Award of the PC, including a costs award, that is not under appeal or application to set it aside, will be considered to be in contempt of the PC process. The PC may take all appropriate steps in such a case in their absolute discretion including conducting meetings and hearings with no or limited input from the party in default until the default has been corrected.

21. COSTS

- 21.1 Costs are in the discretion of the PC. The PC may make a costs Award after requesting submissions from each parent, including any offers to settle made by either parent. Costs Awards may address the cost of all stages of the process and may include legal fees (with a bill of costs provided by the lawyer), expert fees, and costs of the arbitration (courier, printing, reporter, etc.)
- 21.2 Costs Awards may include reimbursement for costs incurred in relation to a breach of the parenting plan or failure to comply with the PC's Procedural Directions or an Award. For example, if a parent incurs added childcare expenses as a result of the other parent's unreasonable failure to pick a child up on time, or if a parent has to cancel a scheduled trip with the child as a result of the other parent's failure to comply with a term of their Parenting Plan or a PC Award, the PC has discretion to order a reimbursement of that expense provided evidence of the breach and the expense is provided.
- 21.3 The PC has discretion to re-allocate the percentage share of the PC's fees to be paid by each parent on a particular issue if they determine, on the evidence, that one parent is using the PC service unreasonably or behaving in a manner that is

intended to undermine the purpose of parenting coordination. Examples may include where a parent is late for joint meetings on more than one occasion; brings frivolous matters to the PC; fails to comply with procedural directions or PC decisions; fails to comply with their agreements; or treats the PC and/or the other parent with egregious disrespect. In such an event the PC may render a supplementary account to that parent for the disproportionate time spent, which account must be paid within one week.

- 21.4 Costs awards in favour of a parent must be paid by the other parent forthwith unless otherwise provided in the costs award. If a parent fails to pay a costs award as required, the PC may apply any surplus funds on deposit from that parent towards the costs award in their discretion or take such other steps as the PC considers reasonable in all the circumstances.
- 21.5 The PC will take into account the principles of Rule 24 of the Family Law Rules when making costs Awards.

22. APPEAL RIGHTS

22.1 An Award may be appealed as follows: *(choose either (i) or (ii))*

- (i) A parent may appeal the Award in accordance with subsection 45(1) of the *Arbitration Act, 1991* (a question of law with leave of the court); or
- (ii) A parent may appeal the Award on: *(choose one or more of the following)*
- A question of law,
 - A question of fact,
 - A question of mixed fact and law.

23. FEES

- 23.1 It is fundamental term that the PC is paid by both parents in a timely fashion and that their deposits are kept current to avoid the postponement of services by the PC or the intentional frustration of the Agreement by a non-paying parent.
- 23.2 The parents shall pay the PC's fees and cancellation fees forthwith [as per the Fee Schedule linked](#) to the ***Parenting Coordination Agreement on the Riverdale website***. Fees may be increased from time to time and the parents agree that they will adhere to the increased rates whether they are given notice of the increase or not.
- 23.3 Invoices or statements from the PC shall include a reasonable breakdown of the time spent on a matter and the nature of the services provided.
- 23.4 The parents shall each pay fees in equal shares, unless they have agreed in writing that one of them will pay all costs of the process. Any agreement between the parents to share fees in some other way shall be managed by the parents, between themselves, outside of this process.
- 23.5 The parents shall each provide an initial **\$2500** deposit (plus HST) upon signing the PC Agreement, and such refreshed deposits as requested within one week of the date of the request.
- 23.6 A minimum deposit of **\$1000** (plus HST) shall be retained on account of each parent at all times and will be returned without interest at the end of the PC's tenure, less any balance owing by either party.
- 23.7 Fees may be invoiced for all work done pursuant to this Agreement, including telephone calls, correspondence, review of documents and submissions, meetings with parents or third parties, child interviews and reports, hearings, travel time, deliberation, drafting, review and revision of memoranda, notes, letters and awards, delivery of memoranda and Awards, responding to requests for clarification of Awards or for additional Awards, and so on. All disbursements may be charged including long-distance telephone charges, parking, mileage or other travel expenses, photocopying, courier charges, postage, and taxes. A

minimum fee (0.1 hour or 6 minutes) may be charged for each telephone or e-mail contact. Charges will not apply for brief contacts about scheduling.

- 23.8 The parents shall be jointly and severally liable for all fees owing to the PC. If a parent fails to pay their share of the fees, disbursements or deposits, the PC may require or accept payment of the defaulting parent's share from the other parent. A costs award may be made against the defaulting parent for any fees paid on their behalf by the non-defaulting parent. These provisions shall not be deemed to affect the ability of the PC to perform their arbitral function. Both parents agree that this is a fair and reasonable mechanism for protecting the integrity and purpose of the PC process.
- 23.9 The PC may postpone service for non-payment of fees. The PC may, at their option, extend the term of this contract by an equivalent amount of time as the period of default, as a means of discouraging the use of non-payment to frustrate the ability of the PC to meet their obligations under this Agreement.
- 23.10 The PC may withhold Awards until all outstanding fees, disbursements, or deposits have been paid.

24. GRIEVANCES AND ASSOCIATED COSTS

- 24.1 During the course of this Agreement, the parents agree to abide by the following grievance procedure:
- (a) we shall discuss any concerns in person with the PC before taking steps to challenge the appointment.
 - (b) If, after discussion, the parent is not satisfied the grievance has been dealt with satisfactorily, they 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.
 - (c) The PC may, at their option, 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.

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

24.2 The PC shall continue to act as PC until the PC Agreement is terminated in accordance with this Agreement. Further, any awards shall be implemented and adhered to during the time the grievance process is in effect.

25. RISKS, LIMITATIONS & WAIVER OF LIABILITY

25.1 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 that any subsequent litigation may be more difficult than if the parents had not engaged in parenting coordination. The PC and Riverdale do not guarantee physical safety and cannot guarantee against bad faith or abuse of process by either parent.

25.2 The parents agree that as a result of their conflict of opinions, interests or wishes, the PC must facilitate or make decisions in their child(ren)'s interests that, while well intentioned, may result in harm to the child(ren). The parents hold the PC and Riverdale harmless for any negative impact that the child(ren) may experience as a consequence of the PC fulfilling their role under this Agreement.

25.3 The parents waive any claim or right of action against the PC or Riverdale for any matter arising from the good faith provision of services provided under this Agreement.

26. PARENTING COORDINATOR'S RIGHTS

26.1 The parents agree to treat the PC respectfully and courteously. They further agree that they will not threaten, abuse, defame, slander or seek to cause similar harms to the PC.

26.2 The PC reserves the right to take all reasonable and appropriate steps protect themselves from or respond to any actions taken by a parent contrary to this paragraph., the parents agree not to slander the PC in written material or electronically.

27. SEVERABILITY OF TERMS

27.1 Each of the terms of this agreement is severable from the others and will survive the invalidity or unenforceability of any other term of this agreement.

28. INDEPENDENT LEGAL ADVICE AND PARENTS' CERTIFICATE

28.1 Each of the parents confirms that they have received or have waived independent advice and has signed the attached certificate of independent legal advice or the attached waiver of Independent Legal Advice.

28.2 Each parent:

- (a) certifies that they understand their rights and obligations under this Agreement and the nature and consequences of this Agreement;
- (b) represents that they are not under any undue influence or duress; and
- (c) acknowledges that they are signing this Agreement voluntarily.

_____ Date	_____ Parent
_____ Date	_____ Lawyer
_____ Date	_____ Parent
_____ Date	_____ Lawyer
_____ Date	_____ Parenting Coordinator on behalf of Riverdale Mediation Ltd.
_____ Date	_____ Co-Parenting Coordinator on behalf of Riverdale Mediation Ltd.



LAWYER'S CERTIFICATE OF INDEPENDENT LEGAL ADVICE (ILA)

I, _____, have explained to my client the meaning of the attached Parenting Coordination Agreement (the "Agreement") and have given him or her independent legal advice prior to the signing of the Agreement.

I have explained to my client that the Agreement is a domestic contract within the meaning of the Family Law Act, and the various circumstances under which the Agreement may be set aside. In my opinion, my client understands the nature and consequences of this Agreement. I am satisfied that my client is not signing this Agreement as a result of any duress or undue influence. I am satisfied that my client is fully able to participate in the Parenting Coordination Process and is doing so voluntarily.

Date

Lawyer's signature

PARENT'S CERTIFICATE OR WAIVER OF INDEPENDENT LEGAL ADVICE (ILA)

I, _____, confirm that I have received independent legal advice and have attached to this agreement a copy of the certificate of independent legal advice that was provided to me under subsection 59.6(2) of the Family Law Act. OR

I _____, choose to not obtain ILA and I understand that the risks of that choice. I fully understand my rights and obligations under this Agreement and how this Agreement may affect me. I understand the nature and consequences of this Agreement, am not signing it under any duress or undue influence, am fully able to participate in the Parenting Coordination Process and am doing so voluntarily.

Date

Parent's signature

LAWYER'S CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, _____, have explained to my client the meaning of the attached Parenting Coordination Agreement (the "Agreement") and have given him or her independent legal advice prior to the signing of the Agreement.

I have explained to my client that the Agreement is a domestic contract within the meaning of the Family Law Act, and the various circumstances under which the Agreement may be set aside. In my opinion, my client understands the nature and consequences of this Agreement. I am satisfied that my client is not signing this Agreement as a result of any duress or undue influence. I am satisfied that my client is fully able to participate in the Parenting Coordination Process and is doing so voluntarily.

Date

Lawyer's signature

Date

Parent's signature

PARENT'S CERTIFICATE OR WAIVER OF INDEPENDENT LEGAL ADVICE (ILA)

I, _____, confirm that I have received independent legal advice and have attached to this agreement a copy of the certificate of independent legal advice that was provided to me under subsection 59.6(2) of the Family Law Act. OR

I _____, choose to not obtain ILA and I understand that the risks of that choice. I fully understand my rights and obligations under this Agreement and how this Agreement may affect me. I understand the nature and consequences of this Agreement, am not signing it under any duress or undue influence, am fully able to participate in the Parenting Coordination Process and am doing so voluntarily.

Date

Parent's signature

PARENTING COORDINATOR'S CERTIFICATE

I, _____ confirm the following matters:

- (a) I shall treat the parents equally and fairly in the Arbitration, as subsection 19(1) of the Act requires.
- (b) I have received the appropriate training approved by the Attorney General.
- (c) The parents 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

Witness

Date

Parenting Coordinator on behalf of
Riverdale Mediation Ltd.

Date

Co-Parenting Coordinator on behalf of
Riverdale Mediation Ltd.