

AGREEMENT FOR PARENTING COORDINATION and FAMILY ARBITRATION

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. BACKGROUND

1.1 Parenting coordination is a child-centered dispute resolution process designed to:

- (a) support the ability of children to develop the best possible relationship with their separated parents;
- (b) help keep children away from harmful conflict between or among their parents;
- (c) help parents settle disagreements about the management, interpretation and implementation of their parenting arrangements which are incorporated into a court order, arbitration award or separation agreement (“the Parenting Plan”) and
- (d) provide a child-focused, fair, safe, effective, proportionate and cost-effective mechanism for adjudicating disputes the parents cannot settle.

1.2 The Parenting Coordinator (“the PC”) 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 parents reach agreements, (5) making referrals to other professionals and (6) making binding decisions when needed.

- 1.3 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*.
- 1.4 The PC does not provide legal, counselling or therapy services. Comments, suggestions or recommendations made by the PC shall not be construed as advice.
- 1.5 The parents have satisfied themselves that the designed PC and back-up PC are qualified to provide this service.
- 1.6 Each parent has met with the primary or back-up PC for a confidential intake meeting to be screened for power imbalances and family violence. ("screening").
- 1.7 This Agreement constitutes a formal submission to arbitration under the *Arbitration Act* and the *Family Law Act*.
- 1.8 Each parent has been advised to seek independent legal advice on the terms of this Agreement.

2. PRINCIPLES

- 2.1 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.
- (v) The parents will follow the PC's procedural requirements and will comply with the PC's decisions unless and until 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.
- (vii) The PC may use costs sanctions as a means of enforcing compliance with these principles.

3. RIGHTS TO LITIGATE WAIVED

- 3.1 Subject to 3.3 below, and subject to their rights of appeal or review under this Agreement, the *Arbitration Act* or the *Family Law Act*, the parents waive their rights to litigate issues within the jurisdiction of the PC during the term of this Agreement.
- 3.2 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.
- 3.3 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.

4. PC APPOINTMENT

- 4.1 The parents appoint _____ as their primary PC and _____ as the back-up PC (together referred to as "the PC"), to help them manage, interpret and implement the terms of their Parenting Plan dated _____ in accordance with the provisions of this Agreement. Either the primary or back-up PC may act under this Agreement in Riverdale's discretion. Fees will be charged based on the applicable rates for the PC providing service.

- 4.2 This Agreement is effective on the latest date that it is signed by a parent and will remain in effect for a term of _____ months after that date. (“the expiry date”).
- 4.3 Written consent of all parents and the PC is required to renew this Agreement, along with updated screening by the PC. The parents will provide written notice to the PC and one another at least 60 days before the expiry date if they wish to renew the Agreement. At the time of renewal, the parents shall sign the Riverdale PC Agreement then in effect.
- 4.4 The parents consent to the participation of a PC Intern as an observer and/or co-mediator who is bound by the same confidentiality principles as the PC.

5. TERMINATION OF AGREEMENT

- 5.1 This Agreement cannot be terminated unilaterally by a parent.
- 5.2 This Agreement may come to an end before its expiry date if:
- (a) the parents jointly terminate Riverdale’s appointment, or select another Riverdale PC, in writing, at any time during its term and the PC’s mandate as defined in the Parenting Plan will be carried out by another PC jointly selected by the parents or another Riverdale PC;
 - (b) the PC resigns where they believe that doing so is in the best interests of the children, or if they are unable to serve their term for any reason. They need not provide notice of nor reasons for their resignation, which shall be made in writing. In this event, the parents will select another Riverdale PC to act, 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;
 - (c) Riverdale terminates the PC process on the grounds that it is no longer an appropriate case for private adjudication. In such a case, Riverdale need not provide a further explanation for screening the matter out;
 - (d) A court orders the termination of the process or removal of the PC;

- (e) A parent dies, and/or the child/ren die or reach the age of majority before the expiry date.

5.3 Any Awards then made shall continue in full force unless they are varied by the parents, a subsequent PC, an arbitrator or the Court.

6. STEPS THE PC MAY TAKE

6.1 Steps the PC may take include:

- (a) scheduling 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;
- (b) requiring the parents to share written communications between them with the PC;
- (c) requiring the parents to produce information or documents;
- (d) recommending and, if appropriate, requiring the use of services, training, materials or resources for the parents and/or child/ren;
- (e) consulting with and receiving documents and information from third parties who have relevant and helpful information, such as caregivers, family members, medical professionals, counsellors, therapists, assessors, educators, previous PCs, and other professional or lay persons;
- (f) conduct a range of educational and mediative processes designed to empower the parents to resolve disputes in the best interests of their child/ren;
- (g) design and provide arbitration processes that result in legally enforceable decisions, including costs awards; and
- (h) seek confidential legal and other advice in their discretion.

7. JURISDICTION

7.1 The parents hereby provide the PC with jurisdiction to address the following

matters that may arise in their role of managing, interpreting and implementing Parenting Plan, which is set out in the attached Court Order, Minutes of Settlement, Separation Agreement or Arbitration Award dated _____. The PC's jurisdiction is restricted to disputes about the matters below and is subject to the terms of the Parenting Plan.

- (1) a parent's access to information about the child(ren)'s health, education, daycare, religious/spiritual upbringing or general well-being;
- (2) parents' communication with one another in both emergency and ordinary circumstances, including:
 - (i) the means by which parents shall communicate with one another,
 - (ii) the type of information that must be shared by a parent or parents and applicable time-lines for doing so;
 - (iii) restrictions on or requirements for length, frequency and terms of parental communications and responses thereto;
- (3) communication between the child(ren) and a non-residential parent, including:
 - (i) the means by which the parent may communicate with the child(ren);
 - (ii) which parent bears responsibility for initiating communication;
 - (iii) the type of information that must be shared and applicable time-lines for doing so;
 - (iv) restrictions on or requirements for length, frequency, time of day, and terms of communications and responses thereto; and
 - (v) any privacy requirements to protect the child(ren)'s relationship with the non-residential parent;
- (4) 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 a parent or the child(ren), a parent's travel with the child(ren) and/or other unforeseen or special circumstances;

- (5) minor permanent changes to the parenting schedule, having regard to the following terms of the Parenting Plan: _____;
- (6) unless specifically prohibited in the Parenting Plan, make-up time if a 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) the child(ren)'s sleeping arrangements;
- (8) the development of clarifying clauses to respond to situations and events not anticipated when the Parenting Plan was signed;
- (9) the child(ren)'s health, education, childcare, or religious/spiritual upbringing, including issues relating to vaccinations, gender-affirming care and choice of school;
- (10) any aspect of a parent's attendance at:
 - (i) the child(ren)'s school for school-related events including meetings with staff, to volunteer, observe or participate in events and activities, pickups and drop-offs.
 - (ii) the child(ren)'s childcare location;
 - (iii) the child(ren)'s day or overnight camp;
 - (iv) the child(ren)'s extra-curricular activities;
 - (v) a parent's, or a parent's significant other's or a relative's home;
 - (vi) the homes of the child(ren)'s friends;
 - (vii) the other parent's place of employment;
 - (viii) the child(ren)'s or a parent's place of worship;

- (ix) a community centre or other venue relating to a child-related activity or event.
- (11) transitions/exchanges of the child(ren) between or among parents, to and from childcare, school, camp or any other program the child(ren) attend(s). This might include details such as date, time, place, including transportation and parents' codes of conduct;
- (12) the division of parental responsibility for taking or transporting the child(ren) to childcare, school, day or overnight camp, medical, dental, counselling, orthodontic or other appointments, another parent's home or any other place;
- (13) appropriate parental conduct in the child(ren)'s presence;
- (14) the child(ren)'s registration and participation in recreational, enrichment or extra-curricular activities, lessons and programs;
- (15) the child(ren)'s enrollment in day or overnight camps;
- (16) supervision, child care or babysitting arrangements for the child(ren);
- (17) the child(ren)'s travel, including:
 - (i) the location;
 - (ii) travel dates, including whether they child(ren) may be withdrawn from school to travel;
 - (iii) information that will be provided by the travelling parent/s to the non-travelling parent/s including:
 - a. details, form and timeline for and manner of delivery of the travel itinerary;
 - b. form and timelines for delivery of a travel consent to be signed by the non-travelling parent/s;

- c. the identification documents to be given by the non-travelling parent/s to the travelling parent/s, including form, manner and timelines for delivery;
- (18) the movement of the child(ren)'s personal effects, clothing, toys and sports equipment between homes;
- (19) the authority of a parent to significantly alter or permit the child(ren) to significantly alter their appearance(s) with haircuts, piercing(s), or tattoos;
- (20) the child(ren)'s permission to vape or smoke cigarettes or other substances including cannabis, or about the children's exposure to second-hand smoke;
- (21) the child(ren)'s access to age and developmentally-appropriate screen and social media;
- (22) the child(ren)'s use, possession and ownership of a cell phone;
- (23) the child(ren)'s privacy settings on electronic devices to which they have access;
- (24) restrictions on the child(ren)'s involvement, interaction with or exposure to one or more named individuals;
- (25) restrictions on the child(ren)'s attendance at specific events or locations;
- (26) which appropriate resources, therapists, co-parenting supports, counselling, medical and other professionals the child/ren and/or the parents should use;
- (27) any other parenting role, responsibility issue or decision, not specified above, within the PC's jurisdiction to manage, interpret and implement the Parenting Plan or
- (28) Other (*Specify*): _____

7.2 Unless otherwise agreed, 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 a parent or impact 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; and
- (d) other: _____

7.3 The PC has jurisdiction to award costs.

8. PARENTS TO PROVIDE AUTHORIZATIONS

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

9. THE CHILD'S VOICE

9.1 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.

9.2 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.

9.3 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.

9.4 In the event that the PC interviews the child(ren) for the purpose of hearing their voice/s, the parents and PC will follow the [Child Interviews and Reports procedures set out on the Riverdale website](#).

9.5 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. The PC's summary 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 claim that doing so violates s. 13 (reasonable apprehension of bias) or s. 19 (due process and natural justice) of the *Arbitration Act*.

- 9.6 The PC or other interviewer is not a compellable witness in any proceeding.

10. CONFIDENTIALITY

- 10.1 Subject to the exceptions to confidentiality below, proceedings under this Agreement and the record thereof are private and confidential, except as necessary to implement or enforce the PC's award/s and for the purpose of judicial review or appeal. None of parties, their counsel nor the PC may disclose information about the parties, the mediation, the arbitration nor any information relating to screening for power imbalances or family violence to anyone except as specifically permitted herein.
- 10.2 The parents (and counsel if any) warrant that they shall not record, photograph, screen shot, transcribe or otherwise capture the verbatim record or image of any part of this process, save for a Reporter at an arbitration hearing, without the written consent of all parties including the PC and Riverdale.
- 10.3 The parties agree that all contents of the PC's file, including their notes, prepared before, during and after the hearing, are the personal property of the PC even if they may be considered to be part of the Record of the Arbitration.
- 10.4 Neither party will call the PC as a witness for any purpose whatsoever. If a party decides to summons the PC or any part of their file contrary to the provisions above, 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 hourly rate of the PC for time that is taken by this matter.
- 10.5 The common law exception to settlement privilege which permits the production or disclosure of without prejudice communications to prove a settlement is renounced by the parties and the PC. No evidence of any mediation communications shall be produced or disclosed in any legal proceedings relating to a settlement reached at or after mediation, including in an arbitration under this Agreement, save for a written agreement containing the settlement terms signed by the parties and witnessed, or an Award incorporating the settlement terms in accordance with the provisions of this Agreement.

10.6 The PC or a Riverdale intern may disclose otherwise confidential information:

- (a) to communicate and share information and documents from a party with counsel and agents retained by that party;
- (b) where ordered to do so by a court on notice to the PC and Riverdale;
- (c) to report a child in need of protection pursuant to s. 125 of the Child, Youth and Family Services Act;
- (d) to appropriately respond to a reasonable concern for the immediate safety of a person, persons or animal.
- (e) to respond to a claim, complaint or fees dispute initiated by a party or related party;
- (f) where either party breaches any term of this Agreement, or causes a breach to occur, and disclosure of confidential information is necessary in the judgement of the PC to reasonably respond to said breach, but only to the extent necessary to fully respond thereto;
- (g) for research, educational, quality control, program evaluation and intern accreditation purposes on an anonymous basis, or
- (h) with the written consent of all parties and the PC.

PARENTING COORDINATION STAGES

11. EDUCATION, COACHING and MEDIATION

- 11.1 Either parent or the PC may initiate an intervention by the PC who will, after seeking reasonable input from the parents will determine the timing, medium, structure, format and frequency of any meetings.
- 11.2 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.
- 11.3 Unless otherwise agreed otherwise with the PC, the parents shall communicate regarding their child(ren) via www.Ourfamilywizard.com or equivalent platform.
The parents agree to enroll in the program for one-year upon the execution of this

Agreement and shall conduct all co-parenting communications using that platform. The parents consent to the PC viewing their entries via the PC's Professional Account. Unless agreed by both parents, or otherwise provided by the PC or a court, the parents shall renew their licence annually for the term of this Agreement.

- 11.4 The parents agree to provide promptly all records, documentation, and information requested by the PC.
- 11.5 Subject to matters of high urgency, personal safety or of an administrative nature, or unless otherwise directed by the PC, email communications from a parent to the PC shall be copied to the other parent/s. All relevant communications between a parent and a collateral source they wish to share with the PC shall be copied to the other parent/s.
- 11.6 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.

PRIVATE MEETINGS WITH A PARTY

- 11.7 The PC may communicate privately with each parent for the purpose of education, coaching, mediation and ongoing screening. The parents waive any claim that such meetings violate their rights of natural justice, fair and equal treatment, or due process, or that they constitute a reasonable apprehension of bias in the event that the PC subsequently arbitrates the issue. Unless otherwise agreed, the PC may disclose information or documents provided by a party in a private meeting to another party.

DOCUMENTING SETTLEMENTS

- 11.8 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.

12. ARBITRATION

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

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

12.2 The PC will advise the parents in writing that they will be proceeding to arbitration. 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 reasonably providing for submissions from the parents. The PC may issue Procedural Directions. The parents waive their right under s. 26 of the *Arbitration Act* for an oral hearing.

12.3 If a parent fails to comply with the PC's Procedural Directions or declines to participate or to comply with timelines the PC may proceed in the absence of that parent or their input.

12.4 Subject to ongoing screening all oral and written communication for the purpose of arbitration shall occur in the presence of or be provided to both parents.

12.5 The parents are advised to seek legal support for any arbitrations.

12.6 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.

12.7 Each parent will have reasonable opportunity, as circumstances permit, to provide evidence of the facts supporting their case, to receive and respond to the other parent's evidence and to make submissions.

12.8 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 to respond to such information summary or documents.

12.9 The child's voice shall be heard in the arbitration at the PC's discretion.

13. APPLICABLE LAW

13.1 The arbitration shall be conducted in accordance with:

- ☐ (i) the law of Ontario, and the law of Canada as it applies in Ontario, or
- ☐ (ii) the law of _____ (other Canadian jurisdiction) and the law of Canada as it applies in that jurisdiction

14. EXPERT EVIDENCE AND LEGAL OPINIONS

14.1 The PC may direct the parents to retain a professional to give expert evidence 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.

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

15. DECISIONS (AWARDS) AND REASONS

15.1 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.

15.2 The PC will consider the principles of the PC process in determining the amount

of detail provided in any written reasons for their decision.

16. AWARDS ARE BINDING, FAILURE TO COMPLY

- 16.1 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*, 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*.
- 16.2 A parent may, within 30 days after receipt of 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. The PC need not provide reasons for a decision to not respond to the request.
- 16.3 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.

17. COSTS

- 17.1 Costs are in the discretion of the PC and will generally be awarded to the successful parent in an arbitration after the PC has requested costs submissions from each parent, including any offers to settle. 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 all costs of the arbitration.
- 17.2 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.
- 17.3 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.

17.4 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.

17.5 The PC will take into account the principles of Rule 24 of the Family Law Rules when making costs Awards.

18. APPEAL RIGHTS

18.1 An Award may be appealed as follows:

☐ (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.

19. FEES

19.1 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.

- 19.2 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.
- 19.3 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.
- 19.4 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.
- 19.5 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.
- 19.6 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 Directions 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.
- 19.7 The parents shall be jointly and severally liable for all unpaid fees. 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.
- 19.8 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.

- 19.9 The PC may withhold Awards until all outstanding fees, disbursements, or deposits have been paid.

20. GRIEVANCES AND ASSOCIATED COSTS

- 20.1 During the course of this Agreement, the parents agree to abide by the following grievance procedure:

- (a) a parent shall discuss any concerns with the PC before taking steps to challenge the appointment, providing notice to the other parent/s. The PC will determine whether the other parent/s will be included in the discussion;
- (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 their 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).

- 20.2 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.

21. RISKS, LIMITATIONS & WAIVER OF LIABILITY

- 21.1 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 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.
- 21.2 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.
- 21.3 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.

22. PARENTING COORDINATOR'S RIGHTS

- 22.1 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.
- 22.2 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.

23. SEVERABILITY OF TERMS

- 23.1 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.

24. INDEPENDENT LEGAL ADVICE AND PARENTS' CERTIFICATE

24.1 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.

24.2 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

Witness

Date

Parent

Date

Witness

Date

Parent

Date

Witness

Date

Parent

Date

Witness

Date

Parenting Coordinator on behalf
of Riverdale Mediation Ltd.

Date

Witness

Date

Co-Parenting Coordinator on
behalf of Riverdale Mediation Ltd.

Date

Witness

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 and on behalf
of Riverdale Mediation Ltd.

Date

Co-Parenting Coordinator and on
behalf of Riverdale Mediation Ltd.