



PARENT COORDINATOR 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 STATUTE LAW AMENDMENT ACT, 2006, S.O. 2001 c. 1

BETWEEN:

MOTHER _____

- and -

FATHER _____

“Mother” and “Father” may be referred to in this agreement as “parent” and in the singular shall refer to either mother or father and in the plural, “parents”, refer to both mother and father.

PRINCIPLES

1. The parents acknowledge that their child(ren) will benefit from a meaningful relationship with both parents, that parental conflict will impact negatively on their child(ren)’s adjustment, and that every effort should be made to keep the child(ren) out of the parents’ disputes.
2. The parents wish to retain the services of Gary Direnfeld, MSW, RSW, as Parenting Coordinator (may subsequently be referred to as PC), to assist them in implementing, maintaining and monitoring the terms of the existing Minutes of Settlement (“Minutes” or also referred to as the Parenting Plan), dated _____, separation agreement, and any subsequent Court Orders and previously arbitrated decisions as well as any other parenting matter as agreed upon by the parents.
3. The parents agree to voluntarily enter into this Agreement because of a desire to:
 - a. De-escalate parental conflict
 - b. Prioritize the child(ren)’s best interests
 - c. Promote the child(ren)’s optimum adjustment
 - d. Resolve issues/disputes in a time and cost efficient manner
 - e. Benefit from the direction of a qualified professional

ROLE AND COMPONENTS OF THE PARENTING COORDINATOR SERVICE

4. The parents agree to retain Gary Direnfeld, MSW, RSW in his role as Parenting Coordinator to act as a neutral third party to expeditiously resolve issues that arise from the implementation of the existing Minutes of Settlement (“Minutes” or also referred to as the Parenting Plan), separation agreement, and any subsequent Court Orders and previously arbitrated decisions as well as any other parenting matter as agreed upon by the parents in a manner consistent with the child(ren)’s best interests and in a manner that attempts to minimize parental conflict. The Parenting Coordinator may provide consultation to the parents and may coach and educate them about ways to better communicate with each other, with the ultimate goal of helping the parents resolve issues amicably and efficiently on their own, without having to involve the Parenting Coordinator.
5. Parenting Coordination involves two components:
 - (a) *Non-Decision Making*: The Parenting Coordinator shall attempt to resolve issues arising out of the implementation of the existing Minutes of Settlement (“Minutes” or also referred to as the Parenting Plan) and/or separation agreement and any subsequent Court Orders and previously arbitrated decisions as well as any other parenting matter as agreed upon by the parents through facilitation, consultation, coaching and education, all being non-decision making functions;
 - (b) *Decision Making (Arbitration)*: If it is apparent to the Parenting Coordinator that the continued similar efforts are unlikely to resolve the issue(s), then to resolve the dispute the Parenting Coordinator shall arbitrate (defined as a “secondary arbitration” by the Act, 59.7(2)) and as set out in the decision-making process of this Agreement.
6. The parents understand that there may be multiple issues in process at any one time and that different issues may thus be at different stages (components) of the PC process at the same time. Further, due to the nature of PC, new issues may be raised for consideration at any time.

PARENTING COORDINATION SERVICES

7. The Parenting Coordinator is not entitled to over ride the Minutes and/or any subsequent Court Orders.
8. The scope of the Parenting Coordinator’s service includes the following:
 - a. Assisting with the implementation, maintenance and monitoring of the Minutes/Parenting Plan, Court Orders and/or arbitrated decisions;
 - b. Address any anticipated conflicts in the child(ren)’s scheduling that occur;

- c. Developing any additional clarifying clauses that may be required given situations and events that unfold that were not initially anticipated when the Parenting Plan was developed;
- d. Monitoring the child(ren)'s adjustment;
- e. Assisting in the maintenance of the child(ren)'s relationship with each parent;
- f. Assisting the parents to communicate more effectively;
- g. Assisting with the exchange of information about the child(ren) (i.e., health, welfare, education and religion) and his/her routines that may be otherwise impossible and/or ineffective, in accordance with the methods provided for in the Parenting Plan;
- h. On consent and/or by delegation of the Court, to make final decisions relating to "major" decisions (i.e., relating to education, child(ren) welfare, medical, and/or religion) if the parents are unable to come to a mutual agreement and if this method of dispute resolution is consistent with the Court Order and/or Parenting Plan;
- i. If necessary, make binding decisions pertaining to temporary changes to the usual and/or holiday parenting time schedule, to accommodate special events and circumstances for the child(ren) and/or the parents;
- j. Resolving conflicts between the parents concerning the child(ren)'s participation in recreation, enrichment or extra-curricular activities and programmes;
- k. Addressing movement of the child(ren)'s clothing, equipment, toys and personal possessions between households;
- l. Addressing child(ren)'s travel arrangements;
- m. Clarifying and resolving different interpretations of the Parenting Plan;
- n. Resolving conflicts concerning day-to-day health care, day-to-day education matters, passports, risky activities, and events that are not otherwise allocated for in the Minutes/Parenting Plan.
- o. Other: _____

EXCLUDED FROM PARENTING COORDINATOR'S SERVICE

9. The following specific issues are excluded from the scope of the Parenting Coordinator's decision-making authority:
 - a. Changes in the usual parenting time (residential) schedule that substantially reduce or substantially expand the child(ren)'s time with one or both parents and/or impact the quantum of child support;
 - b. A change in the geographic residence of the child(ren);
 - c. A change in legal custody, i.e., decision-making authority previously outlined in the Minutes/Parenting Plan or by Court Order.

TERMS AND AGREEMENT TO COOPERATE

10. Gary Direnfeld, MSW, RSW is a registered Social Worker and has relevant knowledge, including that in the areas of child development, family dynamics, the effects of separation/divorce on children and adults, high conflict families, and psychological functioning, from which the parents wish to benefit. Notwithstanding, he is not functioning as a psychotherapist for either parent, their family, or their child(ren). The parents have stipulated to this appointment and the decision-making granted herein to the Parenting Coordinator. They further stipulate that Gary Direnfeld, MSW, RSW has the requisite professional qualifications and professional skills to provide the service of Parenting Coordination.
11. The parents shall cooperate with the Parenting Coordinator and agree to be bound by this Agreement.
12. The Parenting Coordinator and the parents shall set a time and place for meeting within _____ days of signing this Agreement.
13. The parents will sign all releases of information required to implement the process. The parents shall provide all records, documentation and information requested by the Parenting Coordinator as soon as possible upon the request of the Parenting Coordinator, which can be required from time to time.
14. The parents agree that the Parenting Coordinator can perform the function of Parent Coordination, including both the non-decision making and decision-making components as described above. They further agree that the fact that the Parenting Coordinator performs the non-decision making component involving mediation, facilitation and conflict resolution does not disqualify him from arbitrating the same issues. In this regard, the parents waive s.35 of *The Arbitration's Act, S.O. 1991, c.17*. The agreed to term of service stated below will be upheld notwithstanding that facilitated negotiation is part of the process and with the understanding that in other contexts, like mediation, for example and if there is no court order, a parent may withdraw from the process at any time. As such, neither parent can unilaterally opt out of service at any stage in the Parenting Coordinator process.
15. The term of the Parenting Coordination shall be for a period of _____ months from the date of this Agreement. To avoid a hiatus in services, the parents shall advise the PC and the other parent no less than 2 months in advance of the term expiry date whether or not they wish to renew the Agreement.
16. The Parenting Coordinator may resign any time he determines the resignation to be in the best in the best interests of the child(ren), or if he is unable to serve out his term for whatever reason which can be withheld, upon thirty (30) days notice. If this occurs, the PC shall appoint another Parenting Coordinator. If the appointment is not made, then either parent may seek the Court's assistance to appoint a new Parenting Coordinator.

17. Neither parent may unilaterally withdraw from this Agreement during its term. However, with their joint consent in writing, both parents may terminate this Agreement. Should one parent choose to not participate in the resolution of any issue, the Parenting Coordinator may proceed and fulfill his decision-making role.
18. The parents agree that they jointly opt out of “assessment of fees and expenses”, Section 56, subsections 1, 2, 3, 4, 5, 6, 7, 8 of the Arbitration Act.
19. Knowing that in order for an arbitration award to be enforceable, an application for enforcement must be made within two years and further knowing the parents may wish to not incur costs related to an application for enforcement, the parents agree to extend section 52.3 of the Arbitration Act to 10 years from the date of the Award and/or until the child(ren) reaches the age of majority.
20. The PC process is “open”. When asked, Gary Direnfeld, MSW, RSW shall issue a report to counsel and the Court. The parent requesting the report shall pay fees for any such report. Any such report may be submitted as evidence in legal proceedings between the parents, and either parent may call Gary Direnfeld, MSW, RSW to provide evidence in Court excluding that related to an arbitration award.
21. The Parenting Coordinator is not a lawyer and will not be providing legal advice.
22. The parents shall provide copies to the other parent of all written reports from collateral sources that they provide to the PC, unless otherwise directed by the PC.
23. The parents acknowledge that the PC in the role of arbitrator may be required to provide certain information about the outcome of the arbitration pursuant to regulations made under the Family Statute Law Amendment Act (2006).

NON DECISION-MAKING COMPONENT (PROCESS PRIOR TO ARBITRATION)

24. If either parent has an issue relating to the child(ren) and/or the Parenting Plan that cannot be resolved with the other parent and after reasonable efforts to do so, he/she may contact the PC. The PC shall determine the next steps by way of a meeting, telephone contact, fax, and/or e-mail. The parents shall participate in accordance with the Parenting Coordinator’s direction as to the time, place and format of the contact. The Parenting Coordinator shall have the authority to determine the protocol of all interviews and sessions and the power to determine who attends such meetings/contacts.
25. During this non-decision making phase prior to arbitration, the PC may communicate with one parent without the other being present. The PC may communicate with the lawyers jointly and/or separately, unless determined otherwise at the start of the process. The PC shall be entitled to pursue matters submitted to him by meeting with the parents jointly and/or individually, reviewing written materials and considering any other information he determines is relevant to the matter. The PC may consult with professionals, family

members and others, who have information about the parents and/or child(ren) such as therapists, custody assessors, school teachers and health care professionals if the PC believes the information may be relevant.

26. The Parenting Coordinator may interview/observe the child(ren) privately and/or with the parents together or individually. The PC will disclose information obtained from the children only with the children's consent and/or at the Parenting Coordinator's discretion.
27. There will be no confidentiality concerning communications between the parents and the PC and other persons with whom the PC may consult. The PC may disclose to the parents all or part of any information he may have received from third parents, the other parent, and the child(ren) at the PC's sole discretion.
28. Agreements reached by the parents during this phase will be drafted by the PC and provided to the parents in draft form for their approval and final agreement. Any disparity in wording will be resolved by the PC.

DECISION-MAKING COMPONENT (ARBITRATION PROCESS)

29. The laws of Ontario and Canada shall apply to any arbitration conducted pursuant to this Agreement.
30. The Arbitrator is Gary Direnfeld, MSW, RSW.
31. If an issue remains unresolved after a reasonable effort in the process prior to arbitration, or if one parent chooses not to participate in the process prior to arbitration, and the PC believes that further similar efforts are unlikely to be productive, or that the time constraints of the issue presented do not allow for further similar efforts, the PC will proceed to arbitrate the issue in accordance with the arbitration provisions of this Agreement and with due consideration that some matters may require an expeditious decision such as in the case of an imminent exchange of the child(ren) in view of an access period. The decision is binding upon both parents regardless of whether or not they decide to have the Award incorporated into a Court Order and will remain in effect for 10 years or until the child reaches the age of majority.
32. In the event one parent maintains that issue is outside of the mandate and/or scope of the PC's authority, the PC will determine the matter taking into account the submissions of each parent.
33. If the PC is to arbitrate the issue, he will advise the parents in writing that they are now engaged in arbitration on that issue. The time and place of the arbitration hearing and/or the time for submissions shall be provided in writing. The arbitration may proceed at that time and/or as per the time-line as notified, even if one parent fails to appear at the previously designated time and place, if one parent fails to provide his/her submissions in the time-line provided, and/or if one parent does not provide the sufficient retainer.

34. All communication during the arbitration phase will be 3-way, be it by conference call, e-mail, fax or in a meeting. Submissions (verbal and/or written) and reply submissions will be made available directly to the PC (who then provides same to the parents) in the time-line determined by the PC, previously indicated to the parents in writing. Time-sensitive issues will require a shorter time-line as determined by the Parenting Coordinator.
35. In his role as Arbitrator, the PC may rely on any information, both written and verbal, that the parents have disclosed (including written records) during attempts to resolve the issues up to that point in the process prior to the commencement of arbitration, during the non-decision making component. Notwithstanding, the parents shall provide full submissions, either verbal or in writing as per #32 above, and not assume any prior information provided will be taken into account in the decision-making process.
36. Prior to rendering a decision and in time for the parents to respond, the PC may summarize information received during the non-decision-making phase from third parties that may be relevant to the issues being arbitrated.
37. To the extent that information relied upon by the PC is information which the PC received from the children and/or the children's therapists, the parents agree that they may not be privy to that information and disclosure of same to them by the PC shall be with the consent of the children and/or at the PC's discretion. Each parent, by signing this agreement, acknowledges that he or she has been advised that such is in the child(ren)'s best interests. Each waives his or her right, at any time in the future, to rely on this discretionary disclosure by the PC to set aside the PC's decision on any issue and release his or her right to make such argument.
38. The parents agree that if arbitration is sought by either parent or takes place and issues of law arise, then in his sole discretion, Gary Direnfeld, MSW, RSW, may obtain independent legal advice to assist him in the determination of those issues. The parents will have access to any representations provided by such counsel. The cost of such counsel shall initially be borne equally by the parents, subject to reapportionment by the Parenting Coordinator at the Parenting Coordinator's discretion.
39. The parents may attend the arbitration with or without counsel. If they choose to attend without counsel, they are waiving their right to do so.
40. There will be no recording of the proceedings by a reporter unless PC requests it or either parent requests it.
41. The PC will, as soon as possible after hearing the arbitration, render an award in writing that will be delivered to the parents and counsel by fax or e-mail transmission or by way of a disclosure meeting to be determined solely at the discretion of the PC. In addition, and upon the request of either parent, the PC shall be available thereafter to explain to the parents directly in a 3-way conversation the reasons for any decisions rendered

CHILD ABUSE REPORTING AND RISK OF HARM

42. The PC is required to report to the appropriate child welfare authority (i.e., Children's Aid Society, Catholic Children's Aid Society, Jewish Child & Family Service, or Native Child & Family Services) and/or other relevant authorities if he has a reasonable suspicion that a child(ren) may be in danger of harm and/or abuse in accordance with the Child and Family Services Act.
43. The PC is obliged to notify the proper authorities if he has a "reasonable suspicion" that a client may harm himself or herself or the other parent or a third party.

REVIEWS & APPEAL

44. Any 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.
 - (ii) A parent may appeal the award on (choose one of the following):
 - (a) A question of law,
 - (b) A question of fact, or
 - (c) A question of mixed fact and law.

WAIVER OF RIGHT TO LITIGATE IN COURTS

45. By submitting to arbitration of the designated issues, the parents 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.

FEES

46. The fee for Parenting Coordination is at a rate of \$200.00 per hour from his Dundas location and \$250.00 per hour from his Thornhill location. GST will be added to all fees. Fees are applied to all time expended in any/all professional activities, including administrative matters associated with the PC process and/or arising from the PC process. This includes time spent in reviewing documents and correspondence, voice-mail, e-mail, travel, meetings, and telephone calls with either parent, their counsel and any other professionals involved. Also included are any unpaid fees charged retroactively from the time that services are initially requested and the file is opened. This also includes disbursements paid to collateral sources for verbal and/or written reports; and agency/hospital reports. Fees will be applied to

time required for deliberation and writing of memos and arbitrated decisions. Fees for testifying in court, preparation time for testifying and related travel time shall be paid for by the parent that calls the PC to testify. Court-related fees (i.e., preparation time, attendance and travel) shall be obtained by way of retainer in advance of any services rendered.

47. The PC reserves the right to review his fee schedule from time to time as he deems appropriate and in light of such review may increase or decrease his fee or terms herein at his sole discretion but with a view to fair market value for such fees and terms.
48. There can be considerable time expended by the Parent Coordinator to open a file and determine service during the referral process. The referral process may require discussion with lawyers, review and drafting of agreements and other activities. This time will be billed for and GST will be added to all bills whether or not the referral process leads to the delivery of the Parenting Coordinator service.
49. Record keeping requirements make it necessary to log and make a record of each and every e-mail, telephone call and/or message. For this reason there will be a minimum fee (6 minutes) charged for every phone and e-mail contact, with exceptions made for brief contacts about scheduling at the discretion of the Parenting Coordinator.
50. The parents shall share fees equally, unless indicated otherwise. Parents shall provide for a total initial retainer of \$4,000. Parents shall be advised in advance when further retainer is required. A minimum retainer (security deposit) of \$250.00 per parent shall be maintained in the account at all times, to be returned to the parents at the end of the PC's tenure, less any balance owing by either parent. If the above terms are not satisfied, the Parenting Coordinator will postpone all services until the retainer terms are met. Non-payment of fees shall be grounds for the resignation of PC, although the PC will first give notice of his intention to resign and then allow either parent a reasonable period of time to obtain a court order requiring this payment before resigning. In the period after the notice is given, Gary Drenfeld, MSW, RSW need not provide any services to the parents until his retainer is fully maintained.
51. If one of the parents fails to provide his or her fees as set out above, such fees may be paid by the other parent and any such payment may be enforced by the parent who overpaid his or her share, in Court or through the FRO as child support. Such shall not be deemed to affect the ability of the PC to mediate/arbitrate any issue for the duration of his tenure.
52. Regular statements of the account detailing the date, service, time and hourly rate will be provided. Your insurance company may or may not cover any, some or all of the services provided. If you require an additional statement, completion of forms or any other activity for insurance purposes an administrative fee will be charged.
53. The parents will be billed for an appointment in which there is less than 24 (twenty-four) business hours' notice prior to cancellation, except for an appointment for 8 a.m. and/or after 4 p.m., in which case 48 (forty-eight) business hours notice is required prior to cancellation

with insufficient notice and/or failure to attend a scheduled appointment. This bill will be at the hourly rate and for the entire time set aside for the appointment.

54. Notwithstanding this Agreement with respect to payment for services as stated in #46 above, the PC may modify this allocation of fees between the parents if he finds that one parent is using the services disproportionately and, as a result, is causing the other parent greater expense and/or a parent is bringing matters to the PC on a frivolous basis and/or otherwise acting in a manner that incurs costs with behaviour that undermines the intent and spirit of this agreement. Either parent may request that the fees be reallocated at any time during the PC's term of appointment. Any decision will follow the same process as detailed for Arbitration.
55. In addition to reallocating fees, the PC shall have the authority to impose an award of costs if the PC is required to arbitrate any issue or otherwise apportion costs at his discretion with regard to costs incurred during the non-decision making component of service. Here, the PC shall have the authority to require one parent to reimburse the other for any costs and/or expenses he/she may have suffered as a result of any breach of the Parenting Plan, or any breach of an arbitral award of the PC. For example, if Mother incurs additional day care expenses as a result of Father not picking the child(ren) up on time, then the PC shall have the authority to require Father to compensate Mother for that expense. Or, for example, if Father has to cancel a scheduled trip for the child(ren) that was a prepaid, as a result of Mother's default of any terms of the Agreement or the breach of an arbitral award, then she shall reimburse Father for his loss and expenses occasioned by her default or breach. By way of another example, if one parent has not provided sufficient retainer, but the other chooses to provide retainer for both, the PC will proceed with arbitration and make an award of costs. This award or re-apportion of costs will take into account the retainer that has been paid and make the necessary adjustments.

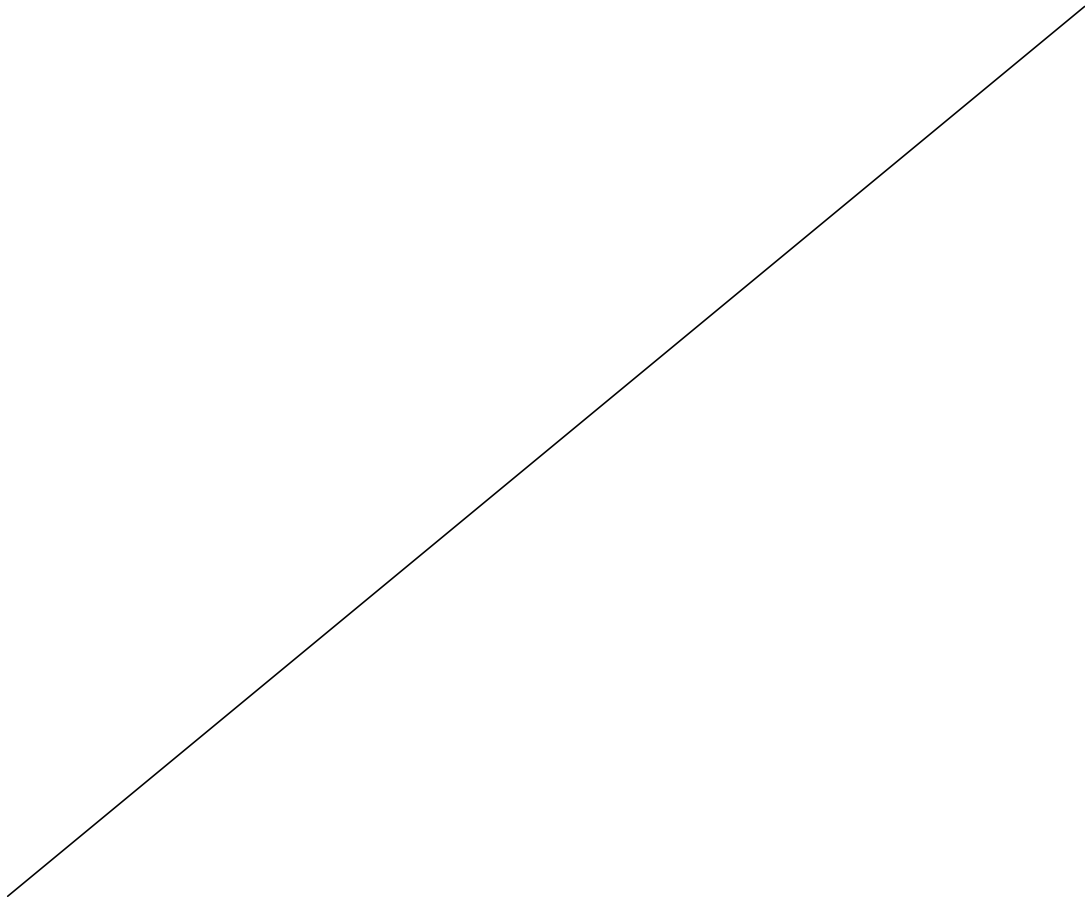
COMPLAINTS

56. If either parent has a complaint about the way the PC is dealing with him/her or any issue, he/she (and with their lawyer if they prefer) shall discuss their concern in person with the PC before pursuing it in any other manner. If, after discussion, the parent is not satisfied that the complaint has been dealt with satisfactorily, then he/she shall submit a written letter detailing the complaint to the PC, to the other parent and to any lawyers representing the parents and/or child(ren). The PC shall provide a written response to the parents and lawyers within twenty (20) days.
57. The PC will then meet with the complaining parent and his/her lawyer to further discuss the matter.
58. If the complaint 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 the Arbitration Act. The motion shall proceed on the written documents submitted by both parents and the PC, unless the Court orders a hearing.

59. The Court shall determine if the PC should be replaced and shall determine who shall be responsible for any portions of the PC's lawyer's fees, if the PC retains a lawyer.
60. Any binding arbitrated decision shall be implemented and adhered to during the time the complaint process is in effect.
61. Neither parent shall complain about the PC to the PC's licensing board without also complying with the above-noted complaint procedure.

WAIVER OF PARENTING COORDINATOR'S LIABILITY

62. The parents waive any claim or right of action against the Parenting Coordinator for any matters arising out of the good faith functions performed by him under this Agreement.
63. The parents agree not bring any actions for damages or any other claims of any kind or character against Gary Direnfeld for any acts or omission.



TO EVIDENCE THEIR AGREEMENT, FATHER AND MOTHER HAVE SIGNED THIS AGREEMENT BEFORE A WITNESS. CERTIFICATES OF INDEPENDENT LEGAL ADVICE ARE ATTACHED.

Father

Date

Witness

Mother

Date

Witness

Certificate of Independent Legal Advice

I _____(print name of parent), 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.

Signature of parent

Date

Arbitrator’s Certificate

I Gary Direnfeld, MSW, RSW confirm the following matters:

- a. I will treat the parents equally and fairly in the arbitration, as subsection 19(1) of the Act requires.
- b. I have successfully completed a 40 hour training program on Family Law Arbitration approved by the ADR Institute of Ontario.
- c. The parents were separately screened for power imbalances and domestic violence and I have considered the results of the screening and will do so throughout the arbitration, if I conduct one.

Signature of Arbitrator

Date