



## **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) may 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), 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 the role of 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.
5. Prior to commencing the formal PC service but after obtaining independent legal advice with respect to this agreement, signing this agreement and providing same, along with the Certificate of Independent Legal Advice and retainer to the PC, the parents agree that the PC shall meet with them separately to screen for domestic violence and power imbalances in accordance with the provisions under the ARBITRATION ACT S.O.1991, c.17. This information is deemed confidential and shall not be shared with the other parent, lawyers or Courts and will be used only to determine the appropriateness of services herein.
6. The Parenting Coordinator’s role includes an assessment function and 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. Further and on the basis of the PC’s assessment, the PC may direct the parent or parents on the development of a parenting plan or may revise plans on the basis thereof and on an ongoing basis thereof at the sole and unfettered discretion of the PC even if such may be contrary to the parent or parents opinion or preference. The parents will respect that such direction or revision to plans will reflect the PC’s opinion with regard to the best interest of the child(ren) as determined on an ongoing basis.
7. 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.
8. 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**

9. The Parenting Coordinator is not entitled to over-ride the Minutes and/or any subsequent Court Orders, but upon agreement of the parents, may address any parenting issues mutually brought forth by the parents.
  
10. 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, make final decisions relating to "major" decisions (i.e., relating to education, residential arrangement, 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. Any other parenting function, issue or decision, not otherwise noted, as delegated by the courts or by mutual parental consent.

**EXCLUDED FROM PARENTING COORDINATOR'S SERVICE**

11. The following issues are typically excluded from the scope of the Parenting Coordinator's decision-making authority unless specified otherwise:
- 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**

12. Gary Drenfeld, 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, domestic violence, drugs and alcohol 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 authority granted herein to the Parenting Coordinator. They further stipulate that Gary Drenfeld, MSW, RSW has the requisite professional qualifications and professional skills to provide the service of Parenting Coordination.
13. The parents shall cooperate with the Parenting Coordinator, the stipulations herein and agree to be bound by this Agreement.
14. The Parenting Coordinator and the parents shall set a time and place for meeting within 21 days of the Parenting Coordinator receiving this Agreement from both parties. If either parent is deemed intransigent or is burdensome, uncooperative or non-participatory in determining a time and place for meeting, then the Parenting Coordinator alone may determine the time and place of meeting to which the parties must attend or be found in default of this Agreement with respect to cooperation, which shall not preclude the Parenting Coordinator from continuing to provide the Parenting Coordination service as per this Agreement.
15. 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.
16. 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.

17. The term of the Parenting Coordination service shall be for a period of at least 18 months from the date this Agreement is received from both parents, unless specified otherwise. 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.
18. 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.
19. 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 opt out of service, is intransigent, uncooperative or non-participatory, the Parenting Coordinator shall continue to provide service pursuant to this Agreement in the resolution of any issue and the Parenting Coordinator may proceed and fulfill his decision-making role.
20. 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.
21. 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.
22. 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. Notwithstanding, the PC may meet separately with each party for the purpose of, among other things, screening the parties for violence and power imbalances. The parties agree that the PC's notes from that meeting shall remain confidential to the PC and shall not be disclosed to the parties either by their request or by subpoena – court order. Separate and apart from the PC's reports and notes from the screening process are the ongoing notes from client and collateral contacts. These notes remain the property of the PC and will not be released to the parties. The parties agree that these notes cannot be subject to collection by subpoena – court order. They are to remain confidential. Any release would be at the sole and unfettered discretion of the PC alone.

23. The Parenting Coordinator is not a lawyer and will not be providing legal advice.
24. 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.
25. 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)**

26. 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.
27. 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.
28. 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.
29. 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, part or none of any information he may have received from third parties, the other parent, and the child(ren) at the PC's sole discretion.
30. 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)**

31. The laws of Ontario and Canada shall apply to any arbitration conducted pursuant to this Agreement.
32. The Arbitrator is Gary Direnfeld, MSW, RSW.
33. 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.
34. In the event one parent maintains that an 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.
35. 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.
36. If one parent is acting in an obstructionist manner as deemed by the Parenting Coordinator, or is not cooperating or deemed to be not participating, or has unilaterally withdrawn, it is understood by that parent, that the arbitration process can continue with or without due notification at the discretion for the Parenting Coordinator, knowing that that party is in default of the provision to cooperate. Further and by way of a parent's non-cooperation, the Parenting Coordinator on the basis of the only parent participating may provide an Arbitration Award. Such circumstance cannot be used as grounds for appeal or grievance by the non-cooperative parent.
37. Given participation of both parents, 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.

38. 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, and not assume any prior information provided will be taken into account in the decision-making process.
39. 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.
40. 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.
41. 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 Drenfeld, MSW, RSW, may obtain independent legal advice by a lawyer chosen by the Parenting Coordinator 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.
42. 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. This must be determined prior to arbitrating the matter subject to arbitration.
43. There will be no recording of the proceedings by a reporter unless PC requests it or either parent requests it.
44. 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 or by email or by letter, the reasons for any decisions rendered.

### **SUMMARY DISPOSITION**

45. From time to time, given the exigencies of the situation and time constraints, it may be necessary to have a summary disposition of a parental issue in order to accommodate the



parents and the best interest of the children and avoid a further escalation of the parental conflict, which in turn poses a risk to children. Accordingly, in those circumstances, the parties accept and acknowledge that the Parenting Coordinator has the authority to make a summary disposition of the issue within the parameters of the Agreement, hearing briefly from both parties in such a manner that the Parenting Coordinator deems appropriate. In the event that one party is not available, is uncooperative, obstructionist or non-participatory, the Parenting Coordinator still retains the authority to make a summary disposition of the issues within the parameters of this Agreement.

### **USE OF EXPERTS BY ARBITRATOR**

46. The parties specifically give the arbitrator the authority to determine the necessity of retaining professional(s) to provide expert opinions respecting any outstanding issue(s) and to direct the parties accordingly.
47. The parties agree to contribute to the expert(s)' fees in the proportion determined by the arbitrator.

### **CHILD ABUSE REPORTING AND RISK OF HARM**

48. 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.
49. 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**

50. 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**

51. 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 (2<sup>nd</sup> Supp.), as amended, or any other statute or law.

**FEES**

52. As a social worker, I am respectful of people's different income levels. As such, the fee is set on a fee-for-service basis using a sliding scale that ranges from \$150 - \$400 per hour. The actual fee then is determined by your joint income, or may be determined by your assets. The fee for Parenting Coordination is at a rate as per the following fee schedule:

Fee Schedule (based on joint income):

Income	Fee/hour
0 - \$75,000	\$150.00
\$75,000 - \$100,000	\$175.00
\$100,000 - \$125,000	\$200.00
\$125,000 - \$150,000	\$225.00
\$150,000 - \$175,000	\$250.00
\$175,000 - \$200,000	\$275.00
\$200,000 - \$250,000	\$300.00
\$250,000 - \$350,000	\$350.00
\$350,000 +	\$400.00

53. 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. Billing may occur in minimum 6-minute intervals.

54. 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.

55. 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.
56. 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 at the discretion of the Parenting Coordinator.
57. The parents shall share fees equally, unless indicated otherwise. Parents shall provide for a total initial retainer based upon 20 hours of service as per the fee schedule above, plus GST. Parents shall be advised in advance when further retainer is required. At minimum a retainer (security deposit) of \$500.00 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. A greater security deposit may be required at the discretion of the Parenting Coordinator. If the above terms are not satisfied, the Parenting Coordinator may postpone all services until the retainer terms are met. Non-payment of fees shall be grounds for the resignation of PC at the sole and unfettered discretion of the PC, although if seeking to resign under this condition, 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. Further and at the sole discretion of the PC, the PC can exclude a party who is in default of payment from participation, yet continue to provide the PC service on a one-sided basis and such cannot be used as terms for appeal by the party in default of payment. In the event of notice to resign and in the period after the notice is given, PC need not provide any services to the parents until his retainer is fully maintained.
58. 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 repayment may be enforced by the parent who overpaid his or her share, in Court or through the Family Responsibility Office (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.
59. 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.
60. The parents will be billed for an appointment in which there is less than 48 (forty-eight) business hours' notice prior to cancellation, except for an appointment for 8 a.m. and/or after 4 p.m., in which case 72 (seventy-two) 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.

61. Notwithstanding this Agreement with respect to payment for services as stated 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 during either the non-decision making or decision making terms of this Agreement. Either parent may request that the fees be reallocated at any time during the PC's term of appointment. Any decision to re-apportion fees will be at the sole discretion of the PC upon the request of either party.
62. 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 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.
63. In the event the amount owing to the PC for services rendered exceeds the retainer and payment is not forthcoming within 30 days notice, the PC retains the right to pursue payment by any means and may disclose whatever information is required to third party collectors in order to obtain payment. Any amount owing to the PC for services rendered shall be regarded as still owing even at the conclusion of the PC service, whether by expiration of the service agreement or by termination by any means what-so-ever. The party or parties from whom payment is overdue and sought shall be responsible for any cost associated with obtaining the outstanding payment.

### **TERMINATION OF ARBITRATION**

64. The arbitrator's mandate terminates when:
- (a) The Arbitrator delivers the award
  - (b) The Arbitrator resigns or dies
  - (c) The parties mutually agree to terminate it or
  - (d) The court removes the arbitrator.

65. An arbitrator's resignation or the parties' agreement to terminate the arbitrator's mandate does not imply acceptance of the validity of any reason advanced for challenging or removing him.
66. Neither removal nor termination shall provide cause to review fees, retainer payments made or outstanding payments owing. Any amount of the retainer left from the parties' account shall be returned within 60 days of removal or termination. Any outstanding payments owing to the Arbitrator will be due upon receipt of invoice. In view of non-payment of an outstanding invoice, the Arbitrator may use any means to pursue payment and any cost incurred to pursue payment shall be added to the amount owing.

### **COMPLAINTS and COSTS**

67. 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.
68. If the letter as set out above does not resolve the complaint, the PC will then meet with the complaining parent and his/her lawyer to further discuss the matter.
69. 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.
70. The parent(s) who initiates the complaint shall be responsible for the time and associated fee of the PC for the complaint process as well as any associated legal fees incurred by the PC in defending against the claim, and waives the right to have this countermanded by court order or any other means.
71. Any binding arbitrated decision shall be implemented and adhered to during the time the complaint process is in effect.
72. Neither parent shall complain about the PC to the PC's licensing board without also complying with the above-noted complaint procedure. If a complaint is registered with the PC's licensing board, the PC retains the right to rely upon any documentation generated throughout the PC process or any other material available to him as a result of the PC process, in defence of the complaint against him.
73. The parent who files a complaint about the PC to the PC's licensing board shall be responsible for the time and associated fee of the PC for the complaint process as well as any

associated legal fees incurred by the PC in defending against the claim, and waives the right to have this countermanded by court order or any other means.

### **PARENTING COORDINATOR'S RIGHT TO SELF-PROTECTION**

74. Parents are expected to treat the Parenting Coordinator respectfully and courteously.
75. The Parenting Coordinator reserves the right to protect himself from vilification, attacks to integrity, physical, verbal or implied threats, intimidation, assault, vandalism or destruction of property. Such self-protection can include any reasonable strategy to place safeguards on the Parenting Coordinator's well-being and the integrity of the Parenting Coordination service. The Parenting Coordinator reserves the right to bring legal or police remedy to concerns arising to the integrity or safety of the Parenting Coordinator. Such actions taken by the Parenting Coordinator to ensure self-protection shall not give cause for the termination of the Parenting Coordinator, nor shall such actions preclude the Parenting Coordinator from providing the Parenting Coordinator service as per this Agreement.

### **WAIVER OF PARENTING COORDINATOR'S LIABILITY**

76. 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.
77. The parents agree that as a result of their conflict of opinions, interests or wishes, the Parenting Coordinator must facilitate or make decisions in their child(ren)'s interest that while good intentioned may result in actual harm to the child(ren). In view of same, the parents hold the PC harmless for any negative impact that may befall the child(ren) the result of the Parent Coordinator's involvement, guidance or recommendations.
78. The parents agree not bring any actions for damages or any other claims of any kind or character against Gary Drenfeld for any acts or omissions.

**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, a 30 hour course in family law and a 14 hour course in screening for domestic violence and power imbalances.
- 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