

**THIS IS AN AGREEMENT FOR PARENTING COORDINATION SERVICES AND
ARBITRATION IN ACCORDANCE WITH THE ARBITRATION ACT S.O. 1991, c.17
and the FAMILY LAW ACT R.S.O. 1990, c.F.3.**

BETWEEN:

_____ and _____
“Parents”

AND:

Linda Popielarczyk, MSW, RSW, Acc.FM (OAFM)
“Parenting Coordinator”

AND:

_____, LLB, Acc.FM, CPMed (OAFM)
“Arbitrator”

For the purposes of this document, the term “PC” shall be used to refer to the “Parenting Coordinator”.

1 PRINCIPLES

- 1.1 Child(ren) benefit from a meaningful relationship with both parents.
- 1.2 Parental conflict impacts negatively on child(ren)’s adjustment. Consequently, children are most likely to achieve their full potential if parental conflict is minimized.
- 1.3 Every effort should be made to keep the child(ren) out of parental disputes.
- 1.4 Parenting Coordination is a child-focused dispute resolution process designed to assist parents to settle disputes regarding their child(ren) in a timely manner and to facilitate the interpretation, implementation and compliance with their parenting plans and related court orders or awards.

2 APPOINTMENT OF PARENTING COORDINATOR

- 2.1 Linda Popielarczyk is appointed as PC by consent order of the court or by mutual agreement.
- 2.2 Seema Jain is appointed as Arbitrator by consent order of the court or by mutual agreement.
- 2.3 This agreement governs the working relationship between the parents, the PC and the Arbitrator.

Linda Popielarczyk, MSW, RSW, Acc.FM (OAFM)

Arbitrator:

Parenting Coordination: Service Agreement

- 2.4 Linda Popielarczyk is a social worker registered and licensed in Ontario, and has relevant knowledge required to perform the PC function. This appointment is based upon the expertise of the PC as a registered mental health professional. The parents agree that Ms. Popielarczyk has the requisite professional qualifications and professionals skills to provide the services of Parenting Coordination and have stipulated to this appointment.
- 2.5 Seema Jain is a registered and licensed lawyer and has relevant knowledge required to perform the Arbitrator function. This appointment is based upon the expertise of the Arbitrator as a lawyer and social worker. The parents agree that Ms. Jain has the requisite professional qualifications and professionals skills to provide the services of the Arbitrator pursuant to this Agreement and have stipulated to this appointment.
- 2.6 Notwithstanding, neither the PC nor the Arbitrator is functioning as a counsellor, therapist, or lawyer for either parent, the family, or the child(ren). Any comments or suggestions made by the PC or the Arbitrator while fulfilling her respective responsibilities under this contract shall not be construed as counselling, therapeutic nor legal advice.
- 2.7 Subject to this agreement or further court order, the PC and Arbitrator are each appointed for a term of _____ months after the date that the second parent signs this agreement.
- 2.8 Each of the parents will advise the PC, the Arbitrator and the other parent in writing at least 2 months before expiry date of the Agreement whether he or she wishes to renew the PC's and Arbitrator's appointment. Either the PC or Arbitrator may choose not to renew an appointment.
- 2.9 Neither parent may unilaterally terminate the Agreement. Both parents may jointly terminate this Agreement in writing.
- 2.10 Either the PC or Arbitrator may resign any time she determines the resignation to be in the best interests of the child(ren), or if she is unable to serve out her term. She need not provide reasons for her resignation, which shall be made in writing with thirty (30) days notice.
- 2.11 Any awards made shall continue in full force and effect until amended by either a replacement PC or Arbitrator, the court or by agreement of the parents.

3 ROLE AND FUNCTION OF THE PARENTING COORDINATOR

- 3.1 The PC will help the parents to resolve parenting issues in a way that helps to promote the best interests of the children and minimize parental conflict.

Linda Popielarczyk, MSW, RSW, Acc.FM (OAFM)

Arbitrator:

Parenting Coordination: Service Agreement

- 3.2 The PC's function includes both the consensus-building and decision-making components. Further, the fact that the PC performs the consensus-building component involving mediation, facilitation and conflict resolution does not disqualify her from arbitrating the same issues. In this regard, the parents waive s.35 of *The Arbitration Act, S.O. 1991, c.17*. The parents understand that, unlike the process of mediation in other contexts, they are unable to withdraw from the process of Parenting Coordination.
- 3.3 To carry out this role, the PC may:
 - 3.3.1 Meet with the parents jointly or individually, or with their children when the PC decides it is appropriate, with the timing, frequency and duration of meetings determined by the PC
 - 3.3.2 Coach the parents about communication with each other and with their child(ren) with the goal of helping the parents acquire the skills and experience to resolve future parenting disputes without the involvement of the court or third parties, and, refer the parents to appropriate resources about parenting, communication techniques, dispute resolution or personal coaching, therapy or other related services
 - 3.3.3 Consult with third parties, including other parenting coordinators, counsellors, mental health professionals and independent legal counsel
 - 3.3.4 Attempt to resolve a dispute referred to the PC by either or both parents by consensus
 - 3.3.5 If agreement cannot be reached on that dispute, resolve the issue by way of making a determination, binding on the parents ("the Arbitration role")
- 3.4 Where the PC or, if applicable, the Arbitrator makes a determination, it is effective on the date of the Award is made or on a later date specified by the PC or Arbitrator.
- 3.5 Neither the PC nor the Arbitrator is entitled to override the Minutes or any subsequent Court Orders [insert dates of any orders, Minutes or Parenting Plan] but, upon agreement of the parents, may address any parenting issues mutually brought forth by the parents.

4 SERVICES PERFORMED BY THE PARENTING COORDINATION

- 4.1 The scope of the PC's role may include any of the following:
 - 4.1.1 Assist with the implementation, maintenance and monitoring of the Minutes/Parenting Plan, Court Orders or arbitrated decisions

- 4.1.2 Settle anticipated or actual conflicts in the child(ren)'s scheduling
- 4.1.3 Settle any difficulties related to the children's transitions between the parents or when both parents are in attendance at events or activities, including codes of conduct and transportation
- 4.1.4 Clarify and resolve different interpretations of or ambiguities in the Parenting Plan or terms related to custody/access in the order, Minutes of Settlement (MOS) or Separation Agreement and develop any new provisions to address situations that were not anticipated when the Parenting Plan (or order, MOS or Separation Agreement) was developed
- 4.1.5 Monitor the child(ren)'s adjustment to the Parenting Plan
- 4.1.6 Facilitate the child(ren)'s relationship with each parent
- 4.1.7 Assist the parents to communicate more effectively where possible and, where not possible, assist to disengage the parents; assist the parents with the exchange of information about the child(ren) (i.e., health, welfare, education, religion, routines, day-to-day matters, etc., where necessary)
- 4.1.8 Make final decisions relating to "major" decisions (i.e., relating to education, health, religion) where the parents have joint custody either on consent or by delegation of the court, and where the parents are unable to come to a mutual agreement
- 4.1.9 If necessary, make binding decisions pertaining to temporary changes to the usual or holiday parenting time schedule, to accommodate special events and circumstances for the child(ren) or the parents or, at her discretion, refer a matter to the Arbitrator for a binding decision
- 4.1.10 Resolve conflicts concerning the child(ren)'s participation in recreation, enrichment or extra-curricular activities, lessons, and programs, where not addressed by the Court Order or existing Parenting Plan
- 4.1.11 Settle disputes and develop provisions about the movement of the child(ren)'s clothing, equipment, toys and personal possessions between households
- 4.1.12 Settle disputes and develop provisions about matters relating to the children's travel with one parent (i.e., protocol relating to passport exchange, itinerary, notarized permission letter, telephone calls with the non-resident parent, etc.)
- 4.1.13 Resolve 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

4.1.14 Resolve conflicts about any other parenting function, issue or decision, not otherwise noted, as delegated by the courts or by mutual parental consent

4.1.15 Have the Arbitrator make a binding decision

4.2 The following specific issues are excluded from the scope of the PC's and, unless the parents enter into a new agreement with the Arbitrator directly, the scope of the Arbitrator's decision-making authority:

4.3.1 Permanent and substantial changes in the residential schedule

4.3.2 Creating or changing an obligation to pay child support with respect to the children

4.3.3 A request by one parent for a change in the geographic residence of the child(ren), beyond the parameters set out in the agreed to or court ordered Parenting Plan)

4.3.4 A change in legal custody (i.e., final decision-making authority)

5 TERMS AND AGREEMENT TO COOPERATE

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

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

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

5.4 By submitting to Arbitration of the 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.

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

6 CONFIDENTIALITY

6.1 The PC shall meet separately with each parent to screen for the suitability of the process, including but not limited to, violence and power imbalances. Any notes and

intake material from the screening procedures will remain confidential to the PC and will not be disclosed, unless otherwise court-ordered. The parents consent to the PC meeting privately with each of them at any point in the process, at her sole discretion, including for the purpose of conducting the screening/intake meetings, notwithstanding that she may act as their arbitrator. The parents specifically waive any claim that these individual meetings violate their rights of fairness, equality or due process under the Act.

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

6.3 With the exception of any information obtained during the intake/screening process that is not later disclosed by the party during the process and in addition to the circumstances identified in paragraph 10, it is understood that:

6.3.1. Upon either party's request the PC may provide a written report summarizing the process, some of the themes that may have arose, the parties' perspectives and the PC's observations. The report may include a summary of information obtained from children or third parties. Opinions or recommendations may be included to the extent the PC has obtained sufficient information to provide these.

6.3.2. Anything said or any admission or communication made in the course of the PC process may be used in the report.

6.3.3. The PC, but not the Arbitrator, if applicable, may be called as a witness by either client in a legal proceeding and would be open to cross-examination by either counsel.

6.3.4. The PC, if applicable, shall commence the report upon receipt of the required retainer from the party making the request for the report, unless agreed to otherwise.

6.3.5. Copies of the report will be distributed to both parties, their counsel or a judicial authority (the Court or an arbitrator).

6.4 The parents acknowledge that the regulation under the *Arbitration Act, 1991* requires the PC and the Arbitrator, if applicable, to file a report on all family arbitrations conducted. All identifying information is removed in this report to the Ministry.

7 INFORMATION GATHERING & CONSENSUS BUILDING PROCESS

7.1 If issues described in 4.2 arise, one or both parents may advise the PC, who will assist the parents in resolving the issue. The timing, frequency, location and format of meetings shall be determined by the PC, in consultation with the parents. Meetings

may be conducted by telephone, WebEx conferencing, email, in writing or in person. The parties consent to the PC using the internet to communicate with them and to transmit information (e.g., attachments) during the PC process.

- 7.2 During this consensus-building process, the PC may communicate in person or by telephone, WebEx conferencing or email with one parent in the absence of the other. At her discretion and in consultation with the parents, the PC may consult, meet with, or obtain information from third parties, including the parents' lawyers (together or separately), family members, third party caregivers, school personnel, therapists and health care professionals.
- 7.3 The PC may meet or consult with the children with or without the parent being present as the PC deems appropriate.
- 7.4 There shall be no confidentiality concerning communications between the parents and the PC and any third parties with whom the PC may consult. However, where the PC finds that sharing the information received in confidence from the children, therapists or third parties may be harmful to the children's relationship with either parent or compromise the children's relationship with the therapist or third parties, the disclosure of this information shall be at the discretion of the PC or only with the children's consent. In addition, any information obtained from the children's therapist(s) shall be disclosed at the PC's discretion.
- 7.5 If an agreement is reached, the PC shall confirm the terms of the agreement in writing and provide a specified duration of time for the parties to clarify/modify/correct wording. If one or both parties fail to advise the PC of any changes, the agreement as provided shall be considered final. If the PC considers it appropriate, she will prepare a formal agreement for parents' signatures and ILA may be recommended.
- 7.6 Agreements reached in the consensus-building process are binding upon the parents, and are only subject to variation or amendment with the agreement of both parents, or a material change in circumstances occurring since the agreement was reached.

8 DECISION-MAKING PROCESS (ARBITRATION)

8.1 Applicable Law

- 8.1.1 The Arbitration shall be conducted in accordance with the law of Ontario and the law of Canada as it applies in Ontario.
- 8.1.2 Issues related to the custody and access of the children (on an interim and permanent basis) shall be determined in accordance with the provisions of the *Children's Law Reform Act*, R.S.O., 1990, c.12 or, if a divorce has been granted

or the parents are involved in divorce proceedings, then under the *Divorce Act*, R.S.C. 1991, c. D-3.4 (2nd Supp.), as amended.

8.2 **The Process**

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

8.2.1.1 The parents cannot agree regarding the issue in question.

8.2.1.2 A parent chooses not to participate in the information gathering and consensus building process.

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

8.2.2 In the event one parent maintains that the issue is outside of the mandate of the PC's authority, the PC shall determine her jurisdiction taking into account the submissions of each parent.

8.2.3 The PC shall advise the parents in writing that they are now engaged in Arbitration. The PC shall provide the parents with notice of the time, place and procedure for the arbitration. In consultation with the parents, the procedure and timelines will be determined by the PC based on the circumstances of the situation, and may be short and informal. An arbitration "hearing" may be conducted in an oral in person hearing, by telephone, e-mail, WebEx conferencing or by way of written submissions.

8.2.4 All communication during the Arbitration must be transparent, that is to say, all communications with the PC shall occur in the presence of the other parent (by telephone conference call or meeting) or all written communication must be copied to the other parent.

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

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

8.2.7 In reaching a decision, the PC may rely on information obtained during the information gathering and consensus-building process. Notwithstanding, the parents shall provide full submissions, either verbal or in writing, and not

assume any prior information provided shall be taken into account in the decision-making process.

8.2.8 With respect to information received from the children, the parents agree that they may not be privy to that information, and disclosure of that information to them by the PC shall be with the consent of the children, or at the PC's discretion. The parents specifically waive their rights under 26(3) of the Act for this purpose. Each parent, by signing this agreement, acknowledges that he or she has been advised that this provision may not satisfy the requirements of the Arbitration Act, but that each agrees that this 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 her decision on any issue and release his or her right to make such argument.

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

8.2.10 From time to time, given the exigencies of the situation and time constraints, the PC may determine the necessity of a summary arbitration of a parental issue within the parameters of this agreement and the parameters of any court orders or the parenting plan, [insert order date, judge], hearing briefly from both parents with full transparency in such a manner that the PC deems appropriate.

8.3 **Expert Evidence**

8.3.1 The PC has the authority to determine the necessity of retaining a professional(s) to provide expert opinions respecting any outstanding issue(s) and to direct the parents accordingly.

8.3.2 If Arbitration takes place and issues of law arise, in the PC's sole discretion, she is authorized to obtain independent legal advice to assist her in the determination of those issues. The parents shall have access to any representations or opinions provided by such counsel, whose cost shall initially be borne by the parents equally, subject to reapportionment by the PC.

8.4 **Reporter**

8.4.1 The parents do not wish to have a reporter present at the Arbitration of any issue and waive their right to have a transcript of the proceedings. If, however, in the absolute discretion of the PC, the PC decides that a Reporter should be present, then the PC may direct the parents to share the costs of the Reporter in such a fashion as the PC deems appropriate in all the circumstances.

8.5 **The Award**

8.5.1 The PC shall, as soon as possible after the Arbitration, deliver the decision in writing. In the event of a time sensitive matter, and at the absolute discretion of

the PC, the written decision may follow an oral delivery with both parents in a telephone call or meeting. Written reasons for the Award shall be provided at the absolute discretion of the PC. The PC need not, in her sole discretion, provide written reasons for her decisions and the parents specifically waive s. 38(1) of the Arbitration Act. If written reasons are provided, the PC will direct the parents to share the costs of the written reasons, unless the PC allocates the costs otherwise

8.5.2 The PC's award shall be final and binding upon the parents and may be incorporated in a Consent Order, if applicable.

8.6 **Referral to Arbitrator**

8.6.1 The PC may, in her sole discretion, refer an issue to be decided in accordance with the provisions of this Agreement to the Arbitrator. If the PC exercises her discretion to refer an issue to the Arbitrator for Arbitration, the PC shall advise the parents in writing that they are now engaged in Arbitration with the Arbitrator, and that such Arbitration shall be conducted in accordance with the provisions of this Section 8 (Decision-Making Process (Arbitration)) as though the term "PC" were replaced by the term "Arbitrator" throughout.

8.6.2 It will be at the PC's discretion whether the issue(s) will be set out to the arbitrator via email or via conference call.

8.6.3 The PC, in her discretion, may communicate information and/or provide evidence of information that she has received from the parents to the Arbitrator in a manner that is transparent to the parents for the purpose of providing information gathered during the mediation phase that is relevant to the issues before the Arbitrator to the Arbitrator and not for the purpose of making any recommendations. Such communication may take place in the presence of both parties by way of conference call or correspondence copying both parents. Any such communication will be determined by the PC in consultation with parties prior to engaging the Arbitrator.

8.6.4 Should the Arbitrator be engaged to conduct the Arbitration at the PC's discretion, the Arbitrator shall adhere to all relevant provisions of this Agreement and the parties agree to comply with all relevant provisions of this Agreement as though the Arbitrator were the PC. For greater clarity, the Arbitrator, pursuant to this Agreement, shall not assume any expanded scope of authority other than that which is set out for the PC in this Agreement. Similarly, the parties agree to adhere to the provisions of this Agreement as though the Arbitrator is the PC.

9 **REVIEWS & APPEAL**

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

Linda Popielarczyk, MSW, RSW, Acc.FM (OAFM)

Arbitrator:

Parenting Coordination: Service Agreement

- 9.2 The parents have the right to appeal the Award on a question of law, with leave from the court as provided in s.45(1) of the *Arbitration Act*, 1991.
- 9.3 In addition, the parents may appeal the Award on (check where appropriate):
- a. A question of law
 - b. A question of fact
 - c. A question of mixed fact and law
 - d. None of the above.

10 PARENTING COORDINATOR'S DUTY TO REPORT

- 10.1 The PC and/or Arbitrator, if applicable, are required to report to the appropriate child welfare authority or other relevant authorities if either has a reasonable suspicion that a child(ren) may be in danger of harm or abuse.
- 10.2 The PC and/or Arbitrator, if applicable, are obliged to notify the proper authorities if she has a reasonable suspicion that a client may harm himself or herself or another person.

11 FEES

- 11.1 The PC's current hourly rate is \$_____ plus applicable HST.
- 11.2 The Arbitrator's current hourly rate is \$_____ plus applicable HST.
- 11.3 The fees for the PC and/or the Arbitrator shall be shared equally by the parents, unless indicated otherwise: _____. Each parent shall provide to the PC directly an initial retainer, in the proportions agreed upon, to total twenty (20)-hours (or \$_____); and to the Arbitrator directly an initial retainer, in the proportions agreed upon, to total _____ (____)-hours (or _____) unless otherwise agreed upon. Applicable HST shall be applied as required, by the PC and/or the Arbitrator. Parents shall be advised in advance when further retainer is required.
- 11.4 A minimum retainer (security deposit) of \$_____ (2 hours) per parent shall be maintained in the account of the PC and separately in the account of the Arbitrator at all times. The PC or Arbitrator will return any unused portion of the Retainer when the PC and Arbitrator cease to act (e.g. withdrawal/resignation of PC, expiration of contract) and when all of the PC's and Arbitrator's accounts for fees and disbursements have been paid.
- 11.5 The Arbitrator will bill the parents directly during the Arbitration process pursuant to the terms of this Agreement.

- 11.6 Fees shall be charged for all work performed pursuant to the terms of this Agreement, including telephone calls, emails, correspondence, meetings with parents, the children and third parties, travel time, document review, preparation and review of agreements or arbitrated decisions. All disbursements shall be charged including long-distance telephone charges, parking, other travel expenses, photocopying, courier charges, postage, and taxes. Also included are any unpaid fees charged retroactively from the time that services are initially requested and the file is opened.
- 11.7 Record keeping requirements may make it necessary to log every contact. A minimum fee (0.1 hour for 6 minutes) may be charged for each telephone and e-mail contact. These charges shall not apply to brief contacts about scheduling.
- 11.8 Court-related fees (i.e., preparation time, attendance and travel) shall be paid for in advance by the parent who calls the PC to testify, whether or not by summons or any other order of the court, unless agreed to otherwise by the parties. In the event that the Court initiates the requirement for the PC to attend any court proceeding or give evidence, the parents shall compensate the PC for her disbursements and time spent in preparation for the court appearance, in the same proportion that the PC's fees have been paid. The PC may render an account for the same to the parents in addition to any costs that may otherwise be awarded. Any court-related fees shall be obtained by way of retainer in advance of any services rendered.
- 11.9 A non-refundable administrative fee of \$200.00, payable by each parent in accordance with the proportions that they have agreed to, shall be applied to cover the administrative costs associated with the file, including but not limited to the time required to open the file and a reasonable period of time for scheduling appointments to the PC.
- 11.10 Regular statements of the account detailing the date, service, time and hourly rate shall be provided. Insurance companies may not cover these services although they do vary.
- 11.11 The parents shall be billed for the time allocated to an appointment in which there is less than twenty-four (24) business hours' notice prior to cancellation, except for an appointment scheduled for 8:00 a.m. or at or after 4:00 p.m., in which case forty-eight (48) business hours notice is required prior to cancellation. The entire cost of a cancelled or missed appointment would be allocated to the cancelling parent. This represents an exception with respect to the agreed upon division of costs as per 11.3 above.
- 11.12 For joint sessions, the parent who is late shall be responsible for paying for the percentage of time he/she was late for the scheduled meeting.
- 11.13 The parents acknowledge that they have an obligation to pay the PC (and Arbitrator, if applicable), in accordance with paragraph 11.3 (and 11.6, if applicable) above. It is a fundamental term that the PC (and Arbitrator, if applicable) is paid by both parents

- in a timely fashion and their retainers are kept current to avoid the postponement of services by the PC or Arbitrator or the intentional frustration of the agreement by the non-paying parent.
- 11.14 In the event that one of the parents fails to provide his or her fees as set out above, the PC or Arbitrator, if applicable, may choose to proceed and accept payment of the defaulting parent's share from the other parent. This shall not be deemed to affect the ability of the PC or Arbitrator to perform her Arbitration function for the duration of her tenure. Any such payment may be enforced by the parent who overpaid his or her share, in Court. An award of costs may be made against the defaulting parent for any fees based on his or her behalf by the non-defaulting parent. This award shall take into account the retainer that has been paid and make the necessary adjustments. Both parents acknowledge that this is fair and reasonable in the circumstances.
- 11.15 If one of the parents fails to provide his or her fees as set out above, the PC or Arbitrator may choose to postpone the service due to non-payment. In this event, the term of this Parenting Coordination Agreement as set out in paragraph 2.5 herein shall be extended by the length of time the said PC or Arbitrator postpones the delivery of services. The intent of this provision is to discourage the use of non-payment to frustrate the agreement or the ability of the PC or Arbitrator to perform her obligations under this agreement.
- 11.16 The PC may modify, at her discretion, the allocation of payment in the consensus building process, if she determines that one parent is using the services disproportionately and, as a result, is causing the other parent greater expense, or a parent is bringing matters to the PC on a frivolous basis or otherwise acting in a manner than incurs costs with behaviour that undermines the intent and spirit of this agreement.
- 11.17 The Arbitrator or the PC, if applicable, is authorized, in the decision-making process, to make an award of costs upon request and after hearing submissions from each parent.
- 11.18 In addition to an award of costs, the PC or Arbitrator, if applicable, shall have the authority to require one parent to reimburse the other for any costs related to an award, any 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 or Arbitrator. For example, if one parent incurs additional day care expenses as a result of the other parent's failure to pick up the child(ren) on time, then the PC or Arbitrator shall have the authority to require that parent to compensate the parent who incurred the expense. Or, for example, if one parent has to cancel a scheduled trip for the child that was prepaid, as a result of the other parent's default of any terms of the Agreement or breach of an arbitral award, then that parent shall reimburse the other parent for this loss and expenses occasioned by the default or breach.

Linda Popielarczyk, MSW, RSW, Acc.FM (OAFM)

Arbitrator:

Parenting Coordination: Service Agreement

- 11.19 The Arbitrator or the PC, if applicable, may withhold her Award until all outstanding fees, disbursements or retainers have been paid.

12 GRIEVANCES

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

- 12.1.1 We shall first discuss any concerns in person with the PC (or Arbitrator, if applicable).

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

- 12.1.3 The PC (or Arbitrator, if applicable) may then have the option to meet with the grieving parent and his/her 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.

- 12.1.4 The PC (or Arbitrator, if applicable) may seek reimbursement for her time and expenses, including legal costs, for responding to the grievance or participating in a motion seeking her removal.

- 12.1.5 The PC (or Arbitrator, if applicable) shall continue to act as PC until she resigns or is removed by court order. Further, any awards shall be implemented and adhered to during the time the grievance process is in effect.

13. ELECTRONIC PROVISION OF SERVICES

- 13.1 Electronic provision of services includes e-mail and video contacts (e.g., WebEx conferencing, FaceTime, Skype) or communications by telephone and may be provided with your informed consent. The risks include insufficiency, misunderstandings due to lack of visual clues and technology failure. The benefits include appropriateness, avoids the need to travel a distance, taking less time off work, services continuing while the PC (or Arbitrator, if applicable) is away, convenience and comfort. Alternatives to the provision of electronic services include in-person services only or local services from an available health service provider of the same or different discipline.

While efforts are made to protect privacy, the same degree of confidentiality provided during in-person office sessions is not possible; limitations include the possibility of interceptions of communications.

Linda Popielarczyk, MSW, RSW, Acc.FM (OAFM)

Arbitrator:

Parenting Coordination: Service Agreement

Please keep in mind that others may be able to access information, sensitive or otherwise, communicated electronically by you to or received from the PC (or Arbitrator, if applicable), in your own home or work place. By signing this informed consent you are confirming to the PC and Arbitrator that you have taken reasonable steps to secure your own electronic devices you choose to use to communicate with the PC and Arbitrator (phones, ipads, computers, etc.). This would include having a confidential password and adequate firewalls. Any communications sent by the PC (or Arbitrator, if applicable) are intended for you and not for others, unless agreed to otherwise.

14. WAIVER OF PARENTING COORDINATOR'S AND ARBITRATOR'S LIABILITY

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

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

15. INDEPENDENT LEGAL ADVICE

15.1 Each of the parents confirms that he/she has received independent advice. Attached to this Agreement is the certificate of independent legal advice that was provided to each parent under subsection 59.6(2) of the Family Law Act.

15.2 Both parents:

15.2.1 Understand their rights and obligations under this Agreement and the nature and consequences of this Agreement

15.2.2 Acknowledge that they are not under any undue influence or duress

15.2.3 Acknowledge that they are both signing this Agreement voluntarily.

Dated: _____

Mother

Linda Popielarczyk, MSW, RSW, Acc.FM (OAFM)
Arbitrator:
Parenting Coordination: Service Agreement

Solicitor for Mother

Dated: _____

Father

Solicitor for Father

Updated April 2015

Linda Popielarczyk, MSW, RSW, Acc.FM (OAFM)

Arbitrator:

Parenting Coordination: Service Agreement

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

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

Date

Lawyer

Linda Popielarczyk, MSW, RSW, Acc.FM (OAFM)
Arbitrator:
Parenting Coordination: Service Agreement

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

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

Linda Popielarczyk, MSW, RSW, Acc.FM (OAFM)

Arbitrator:

Parenting Coordination: Service Agreement

DECLARATION OF THE PC

I, Linda Popielarczyk, MSW, RSW, Acc.FM (OAFM), confirm the following matters:

(a) I shall treat the parties 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.

Check either (c) or (d):

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

(d) The parties were separately screened for power imbalances and domestic violence by someone other than me and I have considered his or her report on the results of the screening and shall do so throughout the Arbitration.

Date

Witness

Parenting Coordinator

Linda Popielarczyk, MSW, RSW, Acc.FM (OAFM)

Arbitrator:

Parenting Coordination: Service Agreement

DECLARATION OF THE ARBITRATOR

I, _____, LL.B., Acc.FM, CPMed (OAFM), confirm the following matters:

(a) I shall treat the parties 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.

Check either (c) or (d):

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

(d) The parties were separately screened for power imbalances and domestic violence by someone other than me and I have considered his or her report on the results of the screening and shall do so throughout the Arbitration.

Date

Witness

Arbitrator