

THIS IS AN AGREEMENT FOR PARENTING COORDINATION SERVICES

BETWEEN:

FN1 LN1

-and-

FN2 LN2

-and-

CANADIAN CO-PARENTING CENTRES, CCPC

PRINCIPLES

1. The parents, FN1 LN1 and FN2 LN2, acknowledge that child(ren) will benefit from a meaningful relationship with both parents, that parental conflict will impact negatively on the child(ren)'s adjustment and development, and that every effort should be made to keep the child(ren) out of the parent's disputes.
2. Parenting coordination is a child-focused dispute resolution process and the parents agree to voluntarily enter into this Agreement, and to be bound by it, 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 timely and cost efficient manner;
  - e) benefit from the direction of a qualified professional.

APPOINTMENT OF THE PARENTING COORDINATOR

3. The parents/parties hereby retain the CANADIAN CO-PARENTING CENTRES to provide parenting coordination services, as defined by this agreement, and as described in Schedule "A" of this Agreement, and as generally understood in the professional literature and practice. The Canadian Co-Parenting Centre's primary representative will be FNPC LNPC (the parenting coordinator). (Canadian Co-Parenting Centres, CCPC, is a registered charitable organization and is hereafter referred to as the "Agency".)
4. No party is under any duress or undue influence of the other party and they are voluntarily entering into this Agreement. Each party has had the opportunity to obtain independent legal advice prior to signing this Agreement.

## GENERAL OBJECTIVES

5. FN1 and FN2 have willingly agreed to use the process of parenting coordination to ensure that issues arising from their roles as parents and co-parents are effectively addressed in a timely manner, so that their children, Children Names, can enjoy a relatively conflict free environment and a good quality relationship with each of their parents. In addition to resolving some existing issues, and having a process for resolving future issues, FN1 and FN2 will endeavour to learn how to co-parent more effectively through improved communication, interest based negotiation, collaboration and the establishment of useful strategies and procedures. The parenting coordination process will create an opportunity for tension and mistrust to subside, and for tolerance and understanding to develop.

## PARENTS' RESPONSIBILITIES

6. In addition to abiding by the other terms and procedures outlined in this contract, the parents will make every effort to resolve their issues and disputes with each other in good faith and in a respectful, cooperative, and mutually acceptable manner. Their focus will be the best interests of their child(ren), rather than their own needs and wishes, including any wishes to “win” the dispute or remain involved with the other parent. The parents will at all times attempt to learn and employ advice from the parenting coordinator in order to improve their communication and co-parenting. Parents will come to meetings with necessary releases and otherwise arrange for and expedite communication of all relevant information to the parenting coordinator.

## ROLES OF THE PARENTING COORDINATOR

7. The role of the parenting coordinator is a multi-faceted one. In addition to performing an ongoing assessment of the family in conjunction with the stewardship towards the objectives, the parenting coordinator will:
  - a) investigate any expressed concerns of abuse, neglect, alienation, substance abuse, etc, and implement steps to curtail any such conduct, or to curtail further unsubstantiated allegations. The parenting coordinator may also investigate claims of mental illness. At their discretion, the parenting coordinator will direct that further investigations, or assessments, or both, be done by one or more qualified professionals. Each parent must cooperate with any and all such investigations and assessments.
  - b) facilitate discussions associated with various co-parenting issues that the parents are currently struggling with, and which may arise from time to time, including potential modifications or clarifications to their existing co-parenting agreement, and in so doing, teach the parents how to address things in a non-confrontational, interest based manner.
  - c) ensure that the child(ren)'s relationship with each parent and all significant people is maintained, and assist in making each relationship as good as it can be, and to assist in making all of the home environments of the child(ren) as good as they can be.

- d) facilitate communication between both parents and assist with developing strategies to improve communication over time.
- e) facilitate discussions about parenting styles and discipline, to establish appropriate consistency balanced with tolerance and understanding of reasonable differences.
- f) assist as needed with periodic variations from the regular parenting schedule and with determination of schedules when the regular schedule doesn't apply.
- g) facilitate discussions associated with extracurricular activities and assist with developing strategies for collaboratively selecting, registering, and participating in various activities.
- h) ensure that agreements are adhered to and that commitments are fulfilled.
- i) coordinate the involvement of other professionals, such as individual therapists and specialists, to ensure that each has the relevant information required to contribute in a coordinated fashion to the achievement of the objectives.

#### APPOINTMENT CONFIGURATIONS

8. The parenting coordinator will request, at their discretion, appointments with various family members either individually or in some combination of multiple members. Most sessions will be joint sessions with both FN1 and FN2; however, some individual sessions with one party or the other may be required, or sessions with any combination of family members may be requested. In some instances, persons outside of the nuclear family may be asked to participate and attend. In most cases, appointments will take place in person at the parenting coordinator's office, or some other mutually acceptable location. For urgent matters, interventions can be provided remotely via telephone or email. Remote interventions will be billed at the same hourly rate as in person meetings.

#### ADMISSIBILITY / INADMISSIBILITY

9. Consistent with the standard practices of mediation, it is agreed and understood that all general discussions associated with the parenting coordination process are without prejudice. More specifically, brainstorming ideas, solutions that are tried temporarily and then abandoned, etc, are not admissible in future legal proceedings. Solutions and agreements that are anticipated to endure are admissible. In the event that one of the parties disengages from the process, or fails to cooperate with the process, the parenting coordinator will be entitled to provide a written report that is admissible to the Court. The cost for writing the report and the cost for appearing in Court, if required, will be apportioned to the party that failed to cooperate or disengaged. The rate will be at the full hourly rate and all time and expenses incurred will be billed. Note that the parenting coordinator will usually attend all court hearings so that information is obtained first hand, in the event that it is later needed. The time expended by the parenting coordinator to attend and observe court hearings will be billed at the full hourly rate to the person deemed to be creating the need, as determined by the parenting coordinator.

## DISCLOSURE OF INFORMATION

10. It is understood that, in order for the process to work, open and honest communication is essential. It is agreed that each party will provide full disclosure of all relevant and pertinent information. In the event that there is a discrepancy on a significant issue, the clients may be asked to substantiate the accuracy of their information. Also, the clients hereby authorize the release of information from all previous and current therapists, evaluators, and school personnel directly to the parenting coordinator. Note that therapists, evaluators, etc will usually require, for their own file, a release of information form of their own to be signed.

## CONFIDENTIALITY

11. In order to promote open and honest communication and disclosure, a high level of confidentiality will apply. It is understood that the parenting coordinator is ethically and legally required to breach confidentiality if they believe that a child is in need of protection or if either party is at risk of being harmed. Note that in such instances, only pertinent information is disclosed and general confidentiality is still maintained. Similarly, the parenting coordinator may on occasion have dealings with other professionals such as therapists, police, judges, school personnel, coaches, etc. In these situations pertinent information will be disclosed and general confidentiality will be maintained. In the course of assisting a family, the parenting coordinator often communicates with the clients individually and may also have sessions with one of the clients absent. In doing so, the parenting coordinator will model and promote open and honest communication and disclosure. In general, unless the parenting coordinator feels that disclosure is necessary and will benefit the family as a whole and improve the environments in which the children live, confidentiality will be maintained. Note that if the parenting coordination process breaks down, due to the disengagement or non-cooperation of one or both parties, the parenting coordinator may make a report to the court in the form of a letter, an Affidavit, or viva voce testimony. So, notwithstanding what has been written in this section, ultimately, the parenting coordinator works outside of the confidential framework of solicitor-client privilege and therapist-patient confidentiality, and ultimately, none of the discussions you have with the parenting coordinator are privileged or confidential, if it is not in the best interests of the child(ren).

## RECORDING

12. The parties understand that in Canada, it is legal to record your own conversation with someone, without disclosing to the other person that they are being recorded. While this may be disconcerting for some, it need not be. A recorded record of a telephone conversation or a meeting can be very valuable, in confirming details that may later come into dispute, and it can also have instructional benefits, like review game films or a personal performance of some sort, with/by coaches and trainers. It can serve as a way of confirming the accuracy of notes, and as a way of reviewing the quality of service and the conduct of individuals. The parties hereby agree to having telephone conversations and meetings recorded by the parenting coordinator at their discretion. In some situations, such as when alienation is alleged or suspected, the conversations that the child(ren) have with a parent or others may be recorded, then reviewed by the parenting

coordinator. In some situations, a person may be used to monitor the in person interactions of the child(ren) with a parent. Parents are encouraged to record the telephone conversations that they have with one another, so there is a record of what was decided and agreed upon, thus diminishing the need to expend time writing an email to document what was decided and agreed upon. Recording also has a natural tendency to influence people to a better level of conduct, which ultimately benefits the child(ren).

#### THE PARENTING COORDINATOR'S DECISION MAKING ROLE

13. When trying to resolve each issue, the parenting coordinator will work very hard to get agreement. In the event that FN1 and FN2 remain at an impasse and a decision needs to be made, as determined by the parenting coordinator, the parenting coordinator accepts the responsibility for making a choice that he/she feels is in Children Names's best interests. The parenting coordinator's recommendation will be used to overcome impasses on issues associated with the following:
- a) periodic variations from the regular parenting schedule, including temporary trials of different parenting schedules;
  - b) scheduling of vacations and determination of parenting schedules during Christmas and other times that regular parenting schedule doesn't apply;
  - c) transition and transportation logistics;
  - d) schedules and logistics associated with special days such as birthdays, Halloween, Mother's Day and Father's Day, etc;
  - e) extracurricular activities;
  - f) educational decisions;
  - g) counselling, group programs, specialized training, and medical needs;
  - h) apportioning of payment for any of the above, which can be done in the form of a written Arbitration Award that can be provided to the Director of Maintenance Enforcement, MEP, (to prevent the use of non-payment as a way of unilaterally preventing an activity from occurring);
  - i) determination of consequences as necessary;
  - j) temporary deviations from the standard parenting schedule in situations of alienation or justified estrangement, and other situations that are harmful to the child(ren), but not past the threshold of securing the involvement of Child and Family Services. Such temporary deviations will not initially be for any longer than 3 weeks, but the duration of the schedule change may be extended following a review as set out below:

- i) An Arbitration Award will be written by the parenting coordinator and it will outline the background reasons for the award and will outline the particulars associated with the temporary change.
  - ii) A formal arbitration hearing does not need to be held prior to the writing of such an Award, but a formal arbitration hearing will be expeditiously arranged.
  - iii) A counsellor will be put in place to assist the child(ren), and to monitor their adjustment and reaction to the change.
  - iv) Any assessments deemed to be necessary will be initiated. The cost of assessments deemed by the parenting coordinator to be necessary will be paid by one or both of the parents as directed by the parenting coordinator. The cost of assessments deemed by one of the parents to be necessary will be paid for by that parent, in the first instance.
  - v) As part of the Award, the parenting coordinator is entitled to direct that a parent's time with the child(ren) be supervised or monitored in some way.
  - vi) Normally, the parenting coordinator will have initiated an internal review of the situation and that will be completed before an Arbitration Award is written. If not, the parenting coordinator will initiate an internal review.
  - vii) Following the granting and publishing of the Arbitration Award, an external review of the situation will be initiated, and the professional chosen to do the review will be approved by both the parenting coordinator and by the parent whose contact with the child(ren) has been curtailed.
  - viii) If there is potentially a need for the temporary change to be extended beyond the initial duration, a court hearing will be arranged so that the matter can be reviewed by a judge. The hearing will be scheduled to occur after the external review, so that the results of the external review, which will have the capacity to be more thorough and exhaustive than the courts can be, can be provided to the courts in conjunction with reports from the parenting coordinator.
  - ix) In the event that the temporary change prompts the necessary changes, the above reviews and assessments may not be required, and the parenting coordinator may choose to shorten the duration of the changed schedule.
14. Determination of the long term parenting schedule and residency of the children is outside the scope of the parenting coordinator's decision-making role. If this remains/becomes an issue, the parents will have to get a ruling from the Court, and a bi-lateral assessment may be required in advance of a Court determining the matter. The parenting coordinator will be entitled to provide information to the assessor, or to the Court, or to both.

15. In signing the agreement, the parents commit that they will cooperate with the parenting coordinator, the stipulations herein, and agree to be bound by this Agreement. They also commit to following the recommendations of the parenting coordinator. If a parent feels that a recommendation of the parenting coordinator is not in the best interests of the child(ren), they will constructively engage in the following review process:
- a) Promptly advise the parenting coordinator in writing that they are unwilling to comply with the recommendation. In that email or letter they will outline their understanding of the issue in neutral terms, their understanding of the various interests involved, and indicate which interests they feel received an inappropriate amount of weight in the process of determining the best solution, as recommended. They will also explain the solution that they feel best accommodates all of the various interests, and describe how it does so.
  - b) The parenting coordinator will reply promptly in writing, and will indicate whether further discussions will be held or if the recommendation remains the same.
  - c) If the recommendation remains the same, the parent will promptly in writing indicate a willingness to comply with the recommendation or a desire to have the recommendation reviewed. If a review is desired, the parent will provide a deposit of \$400 to the Agency, which may be refunded in full, in part, or not at all, depending on the outcome of the review process. The intent of this deposit is to curtail frivolous complaints.
  - d) Once the request for a review and the associated deposit has been received by the Agency, CCPC will promptly initiate an internal review. The Agency will provide to the parent and the parenting coordinator a written summary of the initial findings. If the recommendation of the parenting coordinator is found to be appropriate, then all of the time expended by Agency personnel in further dealings with the matter will be billed at the full rate specified in this agreement. Reimbursement of those charges in full, in part, or not at all will be determined following the outcome of the entire review process.
  - e) The parent will reply to the Agency in writing, indicating whether or not they are in agreement with the findings.
  - f) If they are not in agreement with the findings, the parenting coordinator will indicate whether the matter is suitable for determination in Morning Chambers, or if a Domestic Special needs to be booked. If the matter is too involved for Morning Chambers, a formal arbitration hearing will be held and the results of that hearing can then be reviewed at the Domestic Special.
  - g) If the matter is referred to Morning Chambers, the parenting coordinator will write an Affidavit, summarizing the background information and the reasoning for the recommendation. At the commencement of the Morning Chambers appearance, whoever addresses the Court first must advise the Court that the parenting coordinator has submitted an Affidavit summarizing the background information and the reasoning for the recommendation. Failure to advise the Court of the parenting coordinator's Affidavit will

result in a consequence of \$500.00 being owed to the other party. Additional consequences may be imposed by the Courts, or by the parenting coordinator, or by both.

- h) If the matter is set for a formal arbitration hearing, the parenting coordinator will lay out a timeline, and will indicate who the Arbitrator will be. The parenting coordinator will usually perform the arbitration and act as arbitrator, but may choose to assign that function to another professional within the Agency. The parties hereby acknowledge and agree that the parenting coordinator's performance of duties in a non-decision making mode involving mediation, facilitation and conflict resolution, does not disqualify them from arbitrating the same issues. They also hereby acknowledge and agree that the parenting coordinator may rely on any information, written (including written records) and verbal that the parties have disclosed during attempts to resolve the issues in mediation.
- i) The arbitration will be subject to the *Arbitration Act* R.S.A. 2000, Chapter A-43, and amendments thereto ("the Act") and the laws applicable to the issues in the Province of Alberta.
  - ii) The parties acknowledge and agree that the parenting coordinator appointed in accordance with this Agreement has the jurisdiction as a single arbitrator to hear and determine the issues set out in this Agreement.
  - iii) In the event that one parent maintains that an issue is outside of the mandate, or outside the scope of the parenting coordinator's authority, the parenting coordinator will determine the matter taking into account the submissions of each parent. The parties note that this is consistent with section 17(1) of the *Act*.
  - iv) The parenting coordinator will apply the principles of Natural Justice. The strict rules of evidence will not apply.
  - v) 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. If they choose to attend with counsel, it is the responsibility of the parent and their counsel to maintain compliance with the stipulated timeline.
  - vi) Each parent will provide a written brief. Each parent will provide a list of witnesses that they will be calling, and an estimate of how much time they will need to present their case. The hearing will follow a standard trial format, with examination in chief, cross examination, and then redirect. The arbitrator will then have an opportunity to ask questions of the witness. If a parent is representing themselves, in lieu of having a lawyer to ask questions and guide them through the examination in chief, the person will be allowed to have prepared written questions. The person will also be entitled to have some written notes, in lieu of a lawyer who would have notes and could ask additional questions to elicit testimony that had been missed.



- vii) If the arbitration is being performed by the parenting coordinator, they may rely on any information previously obtained. Notwithstanding, the parents will provide full submissions in the course of the arbitration and will not assume that information previously provided will be recalled and taken into account in the decision-making process.
- viii) If issues of law arise, then in the parenting coordinator's sole discretion, they may obtain independent legal advice by a lawyer chosen by the parenting coordinator to assist in the determination of those issues. The parents will have access to any representations provided by such counsel. Similarly, the parenting coordinator may seek advice from other experts and the parties hereby specifically give the arbitrator the authority to determine the necessity of retaining professionals to provide expert opinions respecting any outstanding issues and to direct the parties accordingly.
- ix) The person requesting the arbitration hearing shall cover all of the costs in the first instance, including the cost of a court reporter, and experts. If that person does not cover such costs, the arbitration will continue, and if the arbitrator makes a decision without input from such experts, the absence of that input cannot be used as grounds for appeals or grievance by either parent.
- x) 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 of the parenting coordinator, knowing that that party is in default of the provision to cooperate. Further and by way of a parents' 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.
- i) Within 5 business days of the Arbitration Award being published and provided, each parent will indicate in writing if they intend to comply with the Arbitration Award, or if they will be seeking to have it reviewed by the Courts at the scheduled Domestic Special. If the Courts are to review the Arbitration Award, the parties hereby consent to allow the Courts to review the matters de novo.
- j) To provide a means of expeditiously reviewing Arbitration Awards, each parent is entitled to hire an arbitrator to review the Award.
- k) Until such time as a recommendation or Award is overturned, it shall be binding upon the parties. The review process is designed to provide an efficient and thorough method of ensuring recommendations are indeed in the best interests of the child(ren), and it is also designed to curtail intransigence and a willful unwillingness to comply with what is best for the child(ren). The parenting coordinator is entitled to impose penalties, both financial and otherwise, in an effort to curtail noncompliance with recommendations and awards.

## ENFORCEABILITY

16. The decision of the parenting coordinator (or designated arbitrator, if a separate arbitrator was designated by the parenting coordinator) on the issues submitted, when made and executed by them, shall be final and binding upon the parties and enforceable in any court of competent jurisdiction, and in the same manner, as any other judgment of the said court, subject however to the rights of appeal in S. 44(1) of the *Act*.
17. The parties agree to enter into a Consent Order of the Court of Queen's Bench of Alberta setting out the terms of the Award so that an application under the *Arbitration Act* to enforce the Award will not be necessary.
18. The parties hereby acknowledge that they understand that the courts cannot be used to impede the work of the parenting coordinator, or to delay a pending arbitration hearing and award. They understand that this is pursuant to the *Arbitration Act*, and that the terms of this agreement give the court greater powers to ultimately review the work of a parenting coordinator, and any designated arbitrators, than does the *Act*. Specifically:
  - a) Section 6 of the *Act* indicates that "*No court may intervene in matters governed by this Act, except for the following purposes as provide by this Act: (a) to assist the arbitration process; (b) to ensure that an arbitration is carried on in accordance with the arbitration agreement; (c) to prevent manifestly unfair or unequal treatment of a party to an arbitration agreement; (d) to enforce awards.*"
  - b) If one parent initiates a court proceeding, seeking to have the parenting coordinator removed, or to have the parenting coordination process terminated, then the other parent may ask the court to stay that proceeding, and the court is generally obligated to grant the stay, as per section 7(1) of the *Act*, thus allowing both parenting coordination and arbitration to continue.
  - c) Section 13(1) of the *Act* indicates that "*A party may challenge an arbitrator only on one of the following grounds: (a) circumstances exist that may give rise to a reasonable apprehension of bias; (b) the arbitrator does not possess qualifications that the parties have agreed are necessary.*" In section 21 of this agreement, the parties confirm that the parenting coordinator does have the necessary qualifications. If a parent feels that the parenting coordinator is biased, they need to request a review of that, and this should be done in a timely manner and not on the eve of a pending recommendation or arbitration.
19. The parties hereby agree to not attempt to remove either the parenting coordinator or any designated arbitrators, pursuant to section 15 of the *Act* until after a review, as described in section 26 of this agreement, has been conducted. Also, prior to an attempt to remove the parenting coordinator or any designated arbitrators, a lawyer must be put in place to represent the best interests of the child(ren).
20. In the event that one of the parties applies to the Court to have the Parenting Coordinator's appointment terminated, or challenges the Parenting Coordinator's appointment, and is

unsuccessful in their application, that party shall be responsible for the other party's costs relating to that application on a solicitor-client basis. The parties hereby acknowledge their understanding of the importance of this term, in that it protects each of them from incurring unnecessary costs, and the parties hereby express their hope that the presiding judge will honour this term, unless they feel there are extenuating circumstances that warrant a deviation from it. Regardless of the outcome of the application, the Parenting Coordinator shall be paid for the time expended, as per section 29 of this agreement, and shall be reimbursed for any costs incurred.

#### TERMS AND AGREEMENT TO COOPERATE

21. The parties hereby acknowledge that they understand that parenting coordination is a multifaceted role and is provided by professionals with a wide range of skills, training, and experience. Lawyers may provide a quasi-judicial approach, and have little or no training in mental health. Mental health practitioners may provide a service that they deem to be parenting coordination, but it has no arbitration component. The parties hereby acknowledge that they understand that the parenting coordinator(s) provided by CCPC will have a mixture of legal, mental health, and dispute resolution training and experience. The parties hereby acknowledge that they have reviewed the training and experience of the parenting coordinator assigned to them and consider that person to be qualified, and to have the requisite professional qualifications and professional skills to provide the service of parenting coordination.
22. While the parenting coordinator has relevant knowledge 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 function, from which the parents wish to benefit, they understand that the parenting coordinator is not functioning as a therapist for either parent, their family, or their child(ren).
23. While the parenting coordinator has relevant knowledge in the area of family law, from which the parents may wish to benefit, they understand that the parenting coordinator will not be providing legal advice.
24. While the objective of the parenting coordination process is to expeditiously assist a family be able to function on their own, it is recognized that the need for assistance and intervention in the future may occur. As such, this process will remain in place until the youngest child is no longer a dependent child of the marriage.
25. Neither parent may unilaterally withdraw from this Agreement. However, with their joint consent in writing, both parents may terminate this Agreement. If one parent becomes uncooperative, intransigent, or non-participatory, it is generally because they don't like the oversight and control that the parenting coordination process provides, as a way of curtailing inappropriate behaviour that ultimately negatively impacts the child(ren). In order to continue to positively impact the quality of children's home environments, the parenting coordinator will continue to provide service pursuant to this Agreement in the resolution of any issue and the parenting coordinator may proceed and fulfill their decision-making role. The time expended by the parenting coordinator and other Agency

personnel in dealing with an uncooperative, intransigent, or non-participatory parent will be billed to that person at the full rate.

26. In the event that one parent has a genuine concern about the conduct of the parenting coordinator, they must express their concerns in writing to the parenting coordinator and then cooperatively participate in the following review process:
- a) Generally, a person will have expressed a certain amount of dissatisfaction and disagreement with the parenting coordinator prior to commencing a formal review process. A person will initiate a formal review process by summarizing their concerns in writing, either email or letter, citing specific examples, and provide that to the parenting coordinator.
  - b) The parenting coordinator will promptly confirm receipt of the correspondence and will forward a copy of the letter/email to the appropriate person within the Agency.
  - c) The Agency representative will confirm that the parent is current in their Pay It Forward contributions, if they are participating in that program, and that there are no outstanding invoiced fees. If confirmed, the Agency representative will then contact the parent, in writing, and advise them that they have received a copy of their complaint. The Agency representative will indicate whether additional information is required. The Agency representative will commence a review, which will include a discussion with the parenting coordinator and with the other parent.
    - i) If the complaint has some merit, as determined by the Agency representative, they will arrange a meeting of all parties to discuss the resolution of the matters.
    - ii) If the complaint has no merit, as determined by the Agency representative, they will advise all parties of that determination.
  - d) If the parent is not current in their Pay It Forward contributions or if there are outstanding invoiced fees, then the Agency is not obligated to expend time doing a review.
  - e) If the concerned/disgruntled parent is dissatisfied with the outcome of the resolution discussions, or with the determination that the complaint has no merit, that parent is entitled to have the matter reviewed by a qualified professional, at arms length from the Agency. The parent will be expected to cover the cost of this professional in the first instance, as well as the costs of the CCPC personnel. Following this review, apportioning of all costs associated with the review will be negotiated. If an agreement is not reached, arbitration or the courts will be used.

#### WAIVER OF PARENTING COORDINATOR'S LIABILITY

27. The parties waive all claims or rights of action against the parenting coordinator for any matters arising out of the in good-faith actions taken by the parenting coordinator in performance of services pursuant to the terms of this Agreement.

## RULE ADJUSTMENTS

28. This contract cannot cover all the particulars that may arise in every situation. The parents agree that the parenting coordinator may establish new rules and guidelines to fit their unique situation. The fundamental principles governing all rules and guidelines are: (a) conflict for the parents will be minimized, and (b) decisions will be made in the best interests of the child(ren).

## FEES

29. Each party shall be jointly and severally liable for the fees associated with the services provided by the Agency. The parties hereby agree to pay Canadian Co-Parenting Centres (a registered charitable organization, hereafter referred to as the "Agency") a fee of \$250.00 per hour for parenting coordination services. It is understood this fee applies to all time spent by the parenting coordinator in the following activities:

- meeting with the parties;
- research time;
- telephone calls;
- consultation with other professionals;
- attending court hearings, questionings, settlement conferences, and other meetings;
- preparation of documents; and
- other related activities.

In addition, the parties agree to pay for other related expenses that are incurred. Given that the parenting coordination process is usually started promptly, following the signing of a Statement of Intention, and the Parenting Coordination Agreement is usually completed and signed some time after that, some of the time expended and covered by this Agreement will have occurred at a date and time that is earlier than the date that this Agreement was executed. This section applies to that time expended, just as it does to time expended after the date of execution.

30. The Agency offers programs, based on merit, that provide opportunities for fees to be deferred or reduced, or both. In some instances, at the Agency's discretion, fees may be waived entirely.
31. The parenting coordinator shall be entitled to apportion certain charges to one person, whenever that person disproportionately contributed to the need for an intervention and for the time to be expended, which will contribute to the curtailment of inappropriate behaviour. Unless otherwise apportioned, the default proportionate share of charges will be equal, 50/50. In most situations, the charges for the time spent meeting with both parents will be shared equally, but those charges may be apportioned to just one. Similarly, when the forum/medium is through emails and telephone calls, rather than in-person meetings, the charges associated with that time expended will be shared equally, unless otherwise apportioned. In some situations, the parenting coordinator may expend time with one parent, in a meeting, through emails, or by telephone, and the charges for that time expended could be apportioned to that parent, or the charges could be apportioned to the other parent, depending on the circumstances, at the sole discretion of the parenting coordinator.

32. The Agency reserves the right to review the fee rate from time to time as they deem appropriate and in light of such review may increase or decrease the fee or change the terms herein at their sole discretion.
33. If a parent needs to change a scheduled appointment, they will give the parenting coordinator at least 24 hours notice. If they fail to do so, they agree to pay in full (not just their proportionate share, section 31) for the scheduled time, not to exceed two hours.
34. Each party must provide the Agency with a deposit. The purpose of obtaining a deposit is twofold. First, it influences people who are struggling to behave in a suitable fashion to remain in the parenting coordination process, as contracted, for the sake of the child(ren) and others (including themselves). Second, to ensure that Canadian Co-Parenting Centres is able to continue to provide affordable services, the Agency must be vigilant about ensuring that it is compensated for the time and resources expended. If someone defaults on their payment, it impacts others, and such an act is counter to all that the Agency does. Note that for people who intend on fulfilling their commitments, but are struggling financially to make the payments owed, the Agency expects them to proactively let the staff know and the Agency will work out a payment schedule and have them sign a Loan Agreement and Agreement to Reciprocate.
35. Upon signing this Agreement, each party must provide a deposit in one or more of the following ways as determined by the Agency:
  - a) For people that have a house or other real estate, an Agreement Charging Land will be entered into. Additionally, as a means of collecting smaller amounts more readily, a deposit of \$500 will be provided by way of a manual credit card slip, which will not be processed at the time, so it will not show up as a charge on the person's statement. If payments for invoiced amounts are not made, the Agency will process the \$500 charge on the credit card. If additional amounts are owed, or if a \$500 transaction is not approved by the credit card company, periodic charges of amounts that do get approved will be processed until the outstanding amounts are paid.
  - b) \$1,000.00 to be held in your lawyer's trust account (the "Deposit") for the purpose of securing the Agency's fees. The Agency will advise your lawyer to return the Deposit to you, or any unused portion of the Deposit, when the parenting coordinator ceases to act, and when all of the Agency's accounts for fees and disbursement have been paid.
  - c) \$500 to be held by the Agency. This will not be applied to accounts as rendered, but will provide security for final account.

- d) Alternatively, to provide people with an option that does not require any up-front provision of money, people can arrange for a personal guarantor and provide a valid credit card authorization, which will not be processed at that time. If payments for invoiced amounts are not made, the Agency will process the \$500 charge on the credit card. If additional amounts are owed, or if a \$500 transaction is not approved by the credit card company, periodic charges of amounts that do get approved will be processed until the outstanding amounts are paid.
36. If at any time a person is unable to make a scheduled/requested payment, they will proactively advise the Agency and will negotiate a mutually acceptable arrangement. If they fail to do so, they understand that a \$30 charge will be applied and all administration time will be charged at a rate of \$50 per hour. They further understand that an interest charge of 2% of the outstanding balance will be applied each month until such time as the arrears are paid. (Note that a 2% interest charge applied each month equates to an annual interest rate of 24%.)
37. Once a payment is outstanding for more than 30 days, the Agency shall be entitled to do one of the following, or do whatever else it may conceive of in order to secure payment:
- a) Advise your lawyer that an invoice has not been paid, request that your lawyer pay the amount owed, and your lawyer must pay the invoiced amount from the Deposit held in their trust account.
  - b) The Agency shall be entitled to deduct the amount owed from the Deposit amount that you paid to the Agency, and will then be entitled to seek replenishment of the Deposit.
  - c) The Agency shall be entitled to advise the personal guarantor that an amount is outstanding, and if the amount owed remains unpaid for ten (10) after such advisement, the Agency can process the outstanding amount on the credit card, and may continue to process whatever amounts that it can until the outstanding amounts are paid.
  - d) The Agency shall be entitled to advise the other parent, who is a party to this Agreement, that an amount is outstanding, and that parent shall be entitled to make the payment and seek reimbursement through MEP, as outlined in section 41 of this Agreement.
38. Each parent hereby acknowledges that they understand that parenting coordination is for the well-being of the children, and that as stipulated in this Agreement, it cannot be unilaterally ended by just one of the parties. They understand that fees will continue to apply for all time expended up until the parenting coordination process is properly ended, which could be by agreement, by Court Order, or by transfer to a new parenting coordinator. They understand that some time may be expended after a specified end/transfer date/time, as part of the wind down or transfer. They understand that all time expended by the Agency in dealing with a unilateral disengagement will be charged to that person at a rate of \$250 per hour. They realize that only people who are behaving in ways that are self-serving and not in the best interests of the child(ren) will want to unilaterally end a parenting coordination process, and as such they appreciate the benefit to the child(ren) and themselves that this term secures.

39. Each parent hereby agrees to reimburse the Agency for any expenses that it incurs in association with collecting fees owed; such as charges for mediation/arbitration services, legal expenses, small claims court filing fees, collections, and for time expended by any Agency personnel at a rate of \$250 per hour up until the point of full payment. Each party further agrees that prior to commencing a court action, the Agency shall be entitled to add a lump sum of \$5,000 to the amount owed, for damages, and so that the amount awarded in the subsequent Order will be sufficient to cover an estimated amount of time and costs associated with pursuing collections through the court.
40. Parents are both advised and assured that refusal to pay for the services being rendered will not bring an end to the parenting coordination process. That would be a disservice to the child(ren), the other parent, and to others. For the sake of the child(ren) and others, the Agency will continue to provide parenting coordination services even though there will be an accumulating amount of time expended that may ultimately not be compensated for. Parents are advised that the Agency has litigation insurance which provides legal services at no additional cost to the Agency, and the Agency has been successful in all past litigation.
41. Each parent hereby acknowledges that they understand and agree that the services being provided are a benefit to their child(ren) and that all associated charges are thus a Section 7 expense. If one parent fails to pay an amount invoiced by the Agency, the same may be paid by the other parent, and that parent may submit the expense to the Director of Maintenance Enforcement, MEP, for full reimbursement, as the amount invoiced already relates to the amount attributed to the one parent, and the other parent is invoiced separately for their amount. Such a payment of one parent's obligation by the other will not be deemed to affect the ability of the parenting coordinator to perform their role, including the arbitration component. To be completely clear, if a parent receiving child support fails to pay an amount invoiced by the Agency, they understand that the Agency will advise the other parent, whom will then make the payment and submit the receipt to MEP. The parents hereby authorize MEP to reduce the monthly child support by the amount paid, as it would with other Section 7 expenses. While it may be argued that such a reduction negatively impacts the child(ren), loss of parenting coordination services generally has a greater and more prolonged negative impact on the child(ren)'s well-being. Plus, the reduction is entirely avoidable and under control of the parent receiving child support. Similarly, if a parent that is paying child support is not fulfilling their financial obligations associated with the services being provided by the Agency, they understand that the Agency will advise the other parent, whom will then make the payment and submit the receipt to MEP. MEP is hereby authorized to collect this amount from the parent that failed to pay, and reimburse the parent that paid, as it would with other Section 7 expenses. If the parents are not registered with MEP, this agreement constitutes each parent's consent to an Order of the Court which will provide that the indebted parent fully reimburse the other parent for the full amount paid on their behalf and any expenses they incurred in obtaining the Order.



42. In the event that the amount owing to the Agency for services rendered exceeds the retainer and payment is not forthcoming within 30 days of notice, the Agency retains the right to pursue payment by any means and may disclose to third party collectors whatever information is required in order to obtain payment. Any amount owing to the Agency for services rendered shall be regarded as still owing at the conclusion of the parenting coordination process, whether by expiration of the service agreement or by termination by any means whatsoever. The party or parties from whom payment is sought shall be responsible for any costs associated with obtaining the outstanding payment.
43. The parties hereby agree that electronic service of documents by the Agency, or the Agency's representative, shall be deemed to have the same legal effect as delivery of an original signed copy. In particular, service of a Civil Claim can be served by sending an email to the last known email address and attaching a pdf of the Civil Claim to that email. All other documents associated with Court and collection actions can be served by the Agency, or the Agency's representative, in the same manner. The parties acknowledge and agree that all electronic communication such as faxes and emails are deemed to have been delivered by the Agency, or the Agency's representative, once a period of one hour has elapsed from its being sent. Furthermore, the document(s) will be deemed to have been received once a period of 48 hours has elapsed from its being sent. Confirmation of receipt is requested and appreciated, but is not required. If an "out-of-office" or other "bounce-back" notification is received by the Agency, or the Agency's representative, then the time at which the document(s) will be deemed to have been received will be increased to 48 hours after the specified return date/time, to a maximum of two weeks. The parties further acknowledge that they understand that the onus is on them, as recipients to prove that receipt did not happen.
44. If person is participating in an Agency program that provides for a deferral of fees, they are expected to treat this assistance with the utmost respect. If a person is making monthly donations on a credit card, they expected to advise the Agency if the card becomes unusable, and they are expected to provide the Agency with the new expiry dates. If the person fails to do this, the Agency will send one email. There will be no charge for this one email, and there will be no charge for a response that adequately addresses the matter. Regrettably, in many situations, people take advantage of the Agency's generosity, and have an unreasonable sense of entitlement, which leads to a consumption of a considerable amount of administrative time as they plead their financial hardship. While the Agency empathizes with the circumstances of everyone, it is being as accommodating as possible. In order to ensure that such people do not create an undue drain on resources, to the detriment of others, the Agency will charge for ALL administrative time expended after the first email and response. While in some situations a few emails back and forth will be reasonable, making a hard and fast rule on this matter makes it much easier to impose the charge in the situations where it needs to be applied. The expectations associated with the Agency's programs for the deferral of fees are modest, and it is the responsibility of each person to consistently fulfill the expectations and to NOT simply seek a reduction of the expectations. If a person needs help in fulfilling the expectations, it is their responsibility to get help from family, friends, and other sources, as the Agency is already being as accommodating as it can prudently be. If a party fails to fulfill their commitment, the Agency will invoice the person for 2 of the outstanding hours of services expended. The intent of this approach is to create an opportunity for a person in default to be motivated to start fulfilling their

commitments, and start cooperating (if they have ceased doing so) with the parenting coordination process, and thus not only avoid the risk of a substantial Civil Claim judgement in the future, but provide an opportunity for the parenting coordination process to be expeditiously resumed and continue the work of achieving the objectives, to the benefit of the child(ren) and others. If a party continues to not fulfill their financial obligations to the Agency, and fails to pay the invoiced amount, the following steps will be taken:

- a) Once a payment is outstanding for more than 30 days, the Agency shall be entitled to apply the administrative charge and interest charge, described in section 36 of this agreement.
  - b) Once a payment is outstanding for more than 30 days, the Agency shall be entitled to take such action as defined by section 37 of this agreement.
  - c) On a monthly basis, the Agency shall be entitled to invoice the person for an additional 2 of the outstanding hours of services expended. Note that administrative time for doing an invoice and sending it will not be charged for at an hourly rate, as per section 36, because this time is covered by the administrative charge.
  - d) If the party pays the total invoiced amount, no further steps will be taken. Eligibility to resume participation in an Agency program that provides for a deferral of fees will be at the sole discretion of the Agency.
  - e) At any point, the Agency is entitled to invoice a person for the full amount of time expended and not paid for.
45. If a parent seeks to be reimbursed through MEP, and MEP advises them that they need an Order or an Arbitration Award, this agreement constitutes each parent's consent to an Order of the Court which will provide authorization to MEP to collect from the indebted parent to reimburse the other parent for the full amount paid on their behalf and any expenses they incurred in obtaining the Order. In the alternative, if either parent wants the matter to go to arbitration, then the matter will proceed to arbitration as described below.
- a) Arbitration will be with Wayne Barkauskas, Judy Bachmann, or some other arbitrator that the Agency deems to be suitable. The arbitrator will hear the representations of the Agency and the party considered to be in arrears, and the arbitrator will determine if monthly amount to be paid by the person in arrears should be some amount other than what was being invoiced. This arbitration process will not be a review of the parenting coordination process, the conduct of the participants, nor the appropriateness of apportioning of fees. This arbitration process will be limited to determining the monthly amount that can be invoiced. The arbitrator will provide a written Arbitration Award that will be provided to MEP. The Award will indicate how much is currently in arrears and will indicate how much must be paid each month. If the amount owed is paid by the other parent, section 44 of this agreement authorizes MEP to collect from one parent to reimburse the other. The Arbitration Award will further authorize MEP to collect from a payor, if the indebted party is a payor of child support, and reimburse the other, or the Award will indicate how much must be deducted from the

support being paid, if the indebted party is a receiver of child support, and the payor needs to be reimbursed for the expense.

- b) If the indebted parent refuses to participate in the arbitration process, the arbitration shall proceed in their absence.
- c) Prior to the arbitration commencing, the party that is indebted to the Agency must provide a deposit to the arbitrator for the estimated full amount of the costs for arbitration. If they fail to do this, that party will be barred from participating in the arbitration process and the arbitration shall proceed in their absence.
- d) The indebted parent must reimburse the Agency for all costs associated with obtaining the Arbitration Award and filing it with MEP. If the other parent covers the cost of the arbitration, they shall be entitled to recover these costs through MEP. In either case, the indebted parent shall be responsible for the costs of the arbitration regardless of whether or not they participated.

EACH OF THE UNDERSIGNED PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT AND THEY ARE ENTERING INTO THIS AGREEMENT ON THEIR OWN FREE WILL AND VOLITION. EACH HAS HAD AN OPPORTUNITY TO OBTAIN INDEPENDENT LEGAL ADVICE REGARDING THE FOREGOING TERMS.

Executed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
in \_\_\_\_\_.

Executed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
in \_\_\_\_\_.

Executed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
in \_\_\_\_\_.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
CCPC Representative

\_\_\_\_\_  
Signature

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Signature

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Signature



## Schedule "A"

**Definition of Parenting Coordination:** Parenting coordination is a child-centered, hybrid dispute resolution process for families, where a qualified professional facilitates the timely and effective resolution of disputes related to the children and their care. During major transitions such as the restructuring associated with separation and divorce, parenting coordination can dramatically reduce the amount of tension and conflict that a family experiences.

Drawing from experience and training in child development, family systems theory, psychopathology, addictions, domestic violence, mediation, arbitration and family law, the objective of the parenting coordinator is to help the clients resolve various differences and areas of conflict, and to assist all members of the family develop healthy, functional relationships with each other, within the parameters of their family structure. The best interests of the children are paramount at all times, and all interventions will accommodate and balance, as much as possible, the interests of all family members.

In addition to intervening directly with a family, the parenting coordinator also coordinates the efforts of other professionals engaged in helping a family.

Key components of the parenting coordination process that are often not required, but are critical to have available, are: the authority to make decisions on certain issues if the caregivers cannot agree, the ability to impose consequences if agreements or directives are not adhered to, the ability to apportion fees when warranted, and the stipulation that one of the clients cannot unilaterally end the process.

**DECISION MAKING:** If the caregivers are unable to agree on a child related issue that needs to be decided within a certain time period, the parenting coordinator will make a determination.

**EXAMPLE:** When caregivers are unable to agree on things such as Christmas or summer vacation schedules, participation in extra-curricular activities, minor schedule changes to accommodate major family functions, etc, the parenting coordinator will do everything possible to help the caregivers come to an agreement. However, if that is unsuccessful and a timely determination is required, the parenting coordinator will make a decision so the family can move forward and get back to their regular functioning.

Parents sometimes feel that they are giving up "control" of raising their children to a parenting coordinator, but they are not. If the parents were driving a vehicle together that had two steering wheels, then they would FEEL like they were in control, and as long as they agreed on which way to steer the vehicle, then they WOULD be in control. However, if the two drivers were unable to agree on which way to steer the vehicle, then disaster could ensue. A parenting coordinator starts by helping the two drivers/parents to agree. Failing that, the parenting coordinator accepts the responsibility of making a decision, and they choose which steering wheel to enable.

**CONSEQUENCES:** For any process or relationship to work, there must be adherence to agreements, rules, guidelines, Orders, etc. If no consequence is imposed when they are not adhered to, the process or relationship begins to break down and further breaches will likely occur.

EXAMPLE: It has been determined, by agreement or otherwise, that a particular child will participate in both hockey and a singing/dancing performance company. The parents are to take the child to the scheduled activities whenever he/she is in his/her care. Without a consequence, one or both caregivers may repeatedly undermine the child's attendance at the activity of which they are not very supportive. A reasonable consequence would be for the offending parent to pay \$100 towards extra singing/dance lessons or towards extra hockey training, depending on which activity was missed. These consequences provide as much restitution as possible to the child, and the caregiver who is reasonably upset about the missed activity is appeased. Hopefully, defining such a consequence in advance will deter breaches.

APPORTIONING FEES: Many disagreements stem from legitimate values, desires and perspectives that are simply different from one another. However, in some situations, one person is doing everything possible to resolve an issue and the other person is being completely unreasonable. Without the ability to apportion fees, one person could potentially use the parenting coordination process to financially abuse the other.

EXAMPLE: An Order exists that stipulates that the parents are to share the Christmas vacation period equally and who the children are with for Christmas Eve and Christmas morning alternates each year. One parent sends the other an email in late November seeking to determine the Christmas vacation schedule. He/she indicates that his/her schedule is completely flexible and is willing to accept whatever the other person wants as long as he/she gets half of the time and that the children will be with him/her Christmas Eve and Christmas morning, because they were with the other parent the previous year. Let's say that after several appropriately worded emails and voicemails over a period of several weeks, the other parent has refused to respond, or has provided a schedule that does not comply with the Order. When the frustrated parent seeks the assistance of the parenting coordinator, it would be unfair for him/her to have to pay for the intervention. (Note that having a parenting coordinator in place to deal with such a situation saves the parent from having to initiate expensive court action to have the issue resolved by a judge who has no background or experience with the particular family.)

MAINTAINING THE PROCESS: Mediation and counselling are usually effective processes, but the unilateral disengagement of one of the participants prevents everyone from receiving the benefits. Because parenting coordination is used to protect the well being of the children, the process cannot be unilaterally terminated by one of the caregivers. If someone disengages or refuses to pay, the process will continue in his or her absence.