

**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:**

**MOTHER**

**-And-**

**FATHER**

The parties (also referred to as “parents” in this Agreement) are the Mother and Father of the following children:

Name	Date of Birth
Name	Date of Birth
Name	Date of Birth

**PRINCIPLES**

1. We, acknowledge that our child(ren) will benefit from a meaningful relationship with both parents, that parental conflict will impact negatively on our child(ren)’s adjustment, and that every effort should be made to keep the child(ren) out of parents’ disputes.
2. We wish to retain the services of \_\_\_\_\_ as Parenting Coordinator (may subsequently be referred to as “PC”), to assist us in implementing, maintaining and monitoring the terms of our Minutes of Settlement/Court Order/Separation Agreement, dated \_\_\_\_\_ (also referred to herein as ‘Parenting Plan’).
3. We acknowledge that we are aware of \_\_\_\_\_ professional background and qualifications as an expert in family matters regarding best interests of children.
4. We agree to voluntarily enter into this Agreement because we wish to:
  - a. de-escalate parental conflict
  - b. prioritize the child(ren)’s best interest
  - 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

**ROLES AND OBJECTIVES OF THE PARENTING COORDINATOR**

5. We understand that in her role as PC the objective of \_\_\_\_\_ is to act for us as a neutral third party to help us resolve any issues that may arise from the implementation of the Parenting Plan in a manner that is consistent with the child(ren)’s best interests, minimizes conflict between us.

6. We understand that in order to reach those objectives the PC may take on multiple roles in the course of her involvement with us. The PC may provide *consultation* to us; *educate* us regarding the child(ren)'s needs and development; *coach* us regarding communication and parenting strategies; *mediate* disputes between us; and *refer* us or our child(ren) to other professionals, such as therapists, if relevant. Additionally, the PC has the authority to act as an *arbitrator* regarding specific issues that we have not been able to resolve by mutual agreement.
7. Parenting Coordination involves two components: (1) *Non-decision making component*, whereby the Parenting Coordinator attempts to resolve issues through facilitation, mediation, consultation, coaching and education; and (2) *Decision-making component*, whereby if it is apparent to the Parenting Coordinator that continued facilitative efforts are unlikely to resolve the dispute, then the Parenting Coordinator may arbitrate issues in accordance with the Minutes/Parenting plan referred to in paragraph 2 and as set out in the decision-making process of this Agreement. Any arbitration under this Agreement is defined as 'secondary arbitration', *Family Law Act, 59.7.(2)*.

## PARENTING COORDINATION SERVICES

8. The scope of the Parenting Coordinator's role may include the following.
  - a. Assist with the implementation, maintenance and monitoring of the terms of the Minutes/Parenting Plan/Court Orders referred to in paragraph 2 of this Agreement and/or any arbitrated decisions;
  - b. Make temporary changes to the regular parenting time schedule and/or holiday schedule, to accommodate any special events and circumstances of the children and/or parents;
  - c. Make minor permanent changes to parenting schedule and/or pick up and drop off times where relevant to accommodate the changing needs of the children and/or the parents;
  - d. Resolve issues regarding make-up time;
  - e. Develop any additional clarifying clauses that may be required given situations and events that unfold that were not initially anticipated when the Parenting Plan was developed;
  - f. Assist in maintenance of the children's relationship with each parent;
  - g. Monitor the children's adjustment;
  - h. Assist the parents to communicate more effectively where possible, and where not, assist to disengage the parents;
  - i. Assist the parents with the exchange of information about the children (i.e. health, welfare, education, religion, routines, day-to-day matters, etc.) in accordance with the methods provided for in the Parenting Plan;
  - j. Where parents have joint legal custody, and on consent of the parents and/or by delegation of the court, make final decisions relating to major decisions regarding the children's education, health and welfare and religion, if the parents are unable to come to mutual agreement on any such major decision;
  - k. Where not addressed by the Parenting Plan, resolve conflicts concerning the children's participation in recreation, enrichment or extra-curricular activities, summer camps, lessons and programmes;
  - l. Resolve conflicts regarding transitions/exchanges of the child(ren), including date, time, place, including codes of conduct and transportation issues;
  - m. Address child(ren)'s travel arrangements (i.e. passport exchange, itinerary, notarized travel letter, telephone calls during travel);
  - n. Address movement of the child(ren)'s clothing, equipment, toys and personal possessions between households;
  - o. Resolve issues regarding communication by a parent with the child(ren) when the child(ren) are not in that parent's care;
  - p. Resolve issues regarding child(ren)'s contact with significant others and/or extended family members;
  - q. Clarify and resolve different interpretations of the Parenting Plan;
  - r. Resolve conflicts concerning day-to-day health care, day-to-day education matters, risky activities and events that are not otherwise allocated for in the Parenting Plan;

- s. Any other parenting function, issue or decision if not otherwise noted, and as may be delegated by the court or by the consent of both parents.
- t. Other (*Specify*): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**EXCLUDED FROM PARENTING COORDINATOR’S DECISION MAKING ROLE**

- 9. The following issues are excluded from the scope of the Parenting Coordinator’s decision-making authority:
  - a. changes in the usual parenting (residential) schedule that would substantially reduce or substantially expand the child(ren)’s time with one or both parents and/or impact on the quantum of child support;
  - b. a change in the geographic residence of the child(ren);
  - c. a change in the designation of legal custody (i.e. final decision-making authority).
  - d. override the terms of the Minutes of Settlement/Court Order/Separation Agreement referred to in paragraph 2, or any subsequent Court Order.

**TERMS AND AGREEMENT TO COOPERATE**

- 10. We are aware that \_\_\_\_\_ has relevant training and professional experience in the areas of child development, family dynamics, the effects of separation/divorce on children and adults, high conflict families and psychological functioning. Notwithstanding the foregoing, in her role as Parenting Coordinator, \_\_\_\_\_ will not act as a therapist for either of us, our family or our child(ren). We have consented to the appointment of \_\_\_\_\_ as our Parenting Coordinator, including the decision-making authority granted to \_\_\_\_\_ herein. We acknowledge that \_\_\_\_\_ has the requisite professional qualifications and professional skills to provide the services of Parenting Coordination.
- 11. We are aware that \_\_\_\_\_ is not a lawyer and will not provide any legal advice to us. Therefore, it is our responsibility to seek legal advice when relevant.
- 12. We agree to cooperate with the Parenting Coordinator and agree to be bound by this Agreement.
- 13. The Parenting Coordinator and the parents shall set a time and place for meeting within \_\_\_\_\_ days of signing this Agreement for purposes of commencing the parenting coordination service.
- 14. We agree to sign all releases of information required by the Parenting Coordinator to obtain information from schools, relevant agencies and/or other professionals for purposes of carrying out her role. We agree to provide promptly all records, documentation, and information as may be requested by the Parenting Coordinator from time to time.
- 15. We agree that \_\_\_\_\_ can perform the function of Parenting Coordination, including both the decision-making and non-decision-making components, as described herein. We further agree that the fact that the Parenting Coordinator performs the non-decision-making component involving mediation, facilitation and other conflict resolution functions does not disqualify her from arbitrating those same issues. In this regard, we agree to waive *s. 35 of The Arbitration Act, S.O. 1991, c. 17.*
- 16. We agree to retain \_\_\_\_\_ as our Parenting Coordinator for a term of \_\_\_\_\_ months from the date of this Agreement. Should we sign on different dates, then this Agreement shall be valid from the latter of the two dates. The term may be renewed upon our mutual agreement and the agreement of the Parenting Coordinator. We agree to advise the

Parenting Coordinator and the other parent in writing no less than thirty (30) days before the term expiry date whether or not we wish to renew this Agreement.

17. Neither parent may unilaterally withdraw from this Agreement during its term; however, parents may withdraw from this Agreement upon their joint consent in writing. Should one parent choose not to participate in the resolution of any issue during the term of this Agreement, the Parenting Coordinator may proceed to fulfill her decision-making role.
18. The Parenting Coordinator may resign at any time if she determines the resignation to be in the best interests of the child(ren), or she may resign upon thirty (30) days notice, or if she is unable to serve out her term.
19. The Parenting Coordinator's mandate terminates when one of the following occurs: (1) the term of this Agreement expires; (2) both parents agree in writing to terminate; (3) the PC resigns; (4) the court removes the PC.

### **CONFIDENTIALITY**

20. The Parenting Coordinator will meet separately with each of us for the purpose of, among other things to fulfill the requirements of *The Family Statute Law Amendment Act, 2006* regarding screening the parties for the suitability of the process, including but not limited to, violence and power imbalances. Any notes and intake material from the screening procedures shall remain confidential to the Parenting Coordinator and will not be disclosed to us.
21. Subject to par. 20 *the PC process is non-confidential* and the PC may provide information and/or report to us, our lawyers and the Court. Upon request of either of us, the Parenting Coordinator shall issue a report to counsel and the Court. The parent requesting the report shall pay fees for any such report. The report may be submitted as evidence in legal proceedings between us, and either of us may call the Parenting Coordinator to give evidence in Court.
22. We understand that we must provide copies to the other parent of all written reports or communications from collateral sources that we may provide to the PC, unless otherwise directed by the PC.
23. We acknowledge that the Parenting Coordinator is required to file a report with the Attorney General about the outcome of any arbitration. Such report shall not include any information that would identify the parties or their children.

### **NON DECISION-MAKING COMPONENT (PRIOR TO ARBITRATION)**

24. If either parent has an issue relating to the child(ren) and/or the Parenting Plan that cannot be resolved with the other parent, he/she may contact the PC. The PC shall have the authority to determine the protocol of all contacts and interviews, as she deems necessary to address the issue(s), including who shall be required to attend such meetings/contacts. We must cooperate as directed by the PC regarding time, place and format of such contacts.
25. During this non-decision making phase prior to arbitration, the PC may communicate with one parent without the other parent being present. The PC may communicate with our lawyers jointly and/or separately, unless otherwise determined at the start of this process.
26. The PC shall be entitled to pursue matters submitted to her by meeting with the parents jointly and/or individually, reviewing written materials and considering any other information that she determines is relevant to the matter. The PC may consult with professionals, family members and others who have information regarding the parents and/or child(ren), such as therapists, custody assessors, schoolteachers, daycare providers, health care and other professionals, if the PC believes the information may be relevant.

27. The PC may interview and/or observe the child(ren) privately and/or with parents together or individually. The PC will disclose to us information she has obtained from the child(ren) only with the child(ren)'s consent and/or at the PC's discretion.
28. We understand that there will be no confidentiality concerning communications between us and the PC and other persons with whom the PC may consult. The PC may disclose to us all, or part of, any information she may have received from third parties, the other parent, and the child(ren), subject to paragraph 27.
29. Any agreements that we may reach during this phase shall be drafted by the PC and provided to us for our approval and final agreement. Any disparity in wording will be resolved by the PC.
30. We understand that, before we sign any mediated/facilitated agreement, the PC will provide to our lawyers, for their review and for purposes of providing us Independent Legal Advice, copies of any agreement we have reached through such facilitative process of parenting coordination.

## **DECISION-MAKING COMPONENT (ARBITRATION)**

### **The Law**

31. The arbitration shall be conducted in accordance with the law of Ontario and the law of Canada, as it applies to Ontario.
32. 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 divorce has been granted or the parties are involved in divorce proceedings, then under the *Divorce Act, R.S.C. 1991, c. D-3.4. (2<sup>nd</sup> Supp.)*, as amended.

### **The Process**

33. We appoint \_\_\_\_\_ to perform the arbitration function of the Parenting Coordination.
34. The PC will proceed to arbitrate an issue in if one of the following occurs:
  - (a) the issue remains unresolved after reasonable effort has been made to resolve it; or
  - (b) if one parent chooses not to participate in attempts to resolve the issue; and
  - (c) if the PC believes that further similar efforts are unlikely to be productive; or
  - (d) where time constraints of the issue presented do not allow for further facilitative efforts.
35. In the event that one parent maintains that the issue is outside the mandate and/or scope of the PC's authority, as stipulated in paragraphs 2 and 8 of this agreement, the PC shall determine the matter upon taking into account submissions of each parent.
36. The PC shall advise us in writing that we are now engaged in arbitration. The PC may communicate with us prior to commencing the Arbitration to discuss procedural matters. Arbitration may be conducted in a hearing and/or by way of written submissions. We understand that arbitration may proceed on written submissions only and for this purpose we specifically waive our rights under s. 26 (1) of the *Arbitration Act, 1991* with respect to request for a hearing.
37. The PC shall advise us in writing regarding the time and place of any arbitration hearing, if any, and/or the time-line for written submissions. In the case of an arbitration conducted in writing and by way of documents, submissions and reply submissions shall be made directly to the PC (who then provides the same to the parents) in the time-line determined by the PC and previously indicated us in writing. Time-sensitive issues shall require a shorter time-line as determined by the Parenting Coordinator.

38. The arbitration will proceed at the time and place and/or as per the time-line as notified by the PC, even if one parent fails to appear at the previously designated time and place; if one parent fails to provide his/her submissions in the time-line provided; and/or if one parent does not provide the sufficient retainer.
39. All communication during the arbitration phase will be 3-way, be it by conference call, e-mail, fax and/or in meetings. All communications to the Arbitrator shall occur in the presence of the other parent and/or be copied to the other parent. The same shall occur for all communications from the Arbitrator to the parties.
40. Should the parents wish to involve their lawyers in the arbitration, it may be by way of a conference call, written submissions and/or hearing, depending on the circumstances. If the parents choose not to involve their lawyers, they are waiving their right to do so.
41. In her decision-making role as Arbitrator, the PC may rely on any information received, including the PC's written records during attempts to resolve the issues through the non-decision making process. Notwithstanding, for arbitration purposes we must provide our full submissions, either verbal or in writing, and not assume that any prior information provided will be taken into account in the decision-making process.
42. Subject to provisions in paragraphs 27 and 28, prior to rendering a decision, and in time for both of us to respond, the PC shall provide for us a summary of any information received from third parties, if any.
43. To the extent that information relied upon by the PC in her decision is information, which the PC has received from the children and/or the children's therapist, we may not be privy to that information, and disclosure of same to us by the PC shall be with the consent of the children or at the PC's discretion. Each of us, by signing this Agreement, acknowledges that he/she has been advised that such may not satisfy the requirements of *The Arbitration Act* but that each agrees that such is in the child(ren)'s best interests. Each waives his or her right, at any time in the future, to rely on this discretionary disclosure by the PC to set aside the PC's decision on any issue and releases his/her right to make such argument.
44. From time to time, given the exigencies of the situation and time constraints, it may be necessary to have a summary disposition of a parental issue in order to accommodate the parents and the best interests of the children and avoid further escalation of the conflict. In such a circumstance, clause 39 of this Agreement shall be satisfied. Accordingly, where circumstances require, the PC has the authority to make a summary disposition of an issue upon hearing briefly from both parties in a meeting, conference call, or by 3-way e-mail correspondence, as the PC deems appropriate.

#### **Expert Evidence**

45. If arbitration is sought by either party, or takes place and issues of law arise, then, in her sole discretion, the Parenting Coordinator may obtain independent legal advice to assist her in the determination of those issues. The parties shall have access to any representations or opinions provided by such counsel. The cost of retaining such counsel shall initially be borne by the parties equally, subject to reapportionment by the Parenting Coordinator.
46. We specifically give the PC the authority to determine the necessity of retaining professional(s) to provide expert opinions with respect any outstanding issues(s) and to direct us accordingly.

#### **Reporter**

47. The parties 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 Arbitrator, the Arbitrator requires to have a Reporter present, then the Arbitrator may direct the parties to share the costs of the Reporter in such a manner the Arbitrator deems appropriate in all the circumstances.

## **The Award**

48. The PC will provide to the parents and counsel a written Award within a reasonable period of time after hearing the arbitration. The Award will set out the reasons for the decisions being made. In any matters that concern children, the primary consideration of the PC shall be the best interests of the children.
49. A parent may, within thirty (30) days after receiving the Award, request that the PC provide a clarification regarding any matter related to the decision that has been rendered. The PC will provide any clarification in writing with a copy provided to the other parent.
50. The PC's Award shall be final and binding upon the parents and may be incorporated in a Consent Order.

## **REVIEWS AND APPEAL**

51. The parties have the right to review the Arbitrator's Award as follows:
52. The parties 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* and the *Family Law Act*.
53. In addition, the parties may appeal the Award on (check where appropriate):
  - a question of law (without leave);
  - a question of fact;
  - a question of mixed fact and law; or

## **WAIVER OF RIGHT TO LITIGATE IN COURTS**

54. By submitting to arbitration of the issues designated in paragraph 2 and 8 of this Agreement, the parties hereby waive any right to further litigate those issues in Court, whether pursuant to the *Family Law Act*, R.S.O. 1990, c.F.3, as amended; the *Divorce Act*, R.S.C. 1991, c.D-3.4 (2<sup>nd</sup> Supp.), as amended, or any other statute or law.

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

55. The Parenting Coordinator is required to report to the appropriate child welfare authority (i.e. Children's Aid Society) and/or other relevant authorities if she has a reasonable suspicion that a child(ren) may be in danger of harm and/or abuse.
56. The Parenting Coordinator is obliged to notify the proper authorities if she has a reasonable suspicion that a client may harm himself or herself or the other parent.

## **PARENTING COORDINATOR'S FEES**

57. The fee for Parenting Coordination is at a rate of \$ \_\_\_\_\_ per hour plus any applicable taxes. Fees are applied to all time expended in any/all professional activities and administrative matters associated with the PC process and/or arising from the process. This includes time spent in reviewing documents and correspondence, voice-mail, e-mail, travel, meetings, and telephone calls with the parents, their counsel and other professionals involved. Also included are any unpaid fees charged retroactively from the time that services are initially requested and the file is opened. Fees shall be applied to time required for deliberation and writing of reports, memos, arbitrated decisions and drafting agreements. Additionally, parents are required to pay any disbursement costs incurred by the PC for obtaining verbal and/or written reports from collateral sources and agency/hospital/police records.

58. Court-related fees, (i.e. preparation time, attendance and travel) shall be paid for by the party that calls the PC to testify. Such fees are payable by way of retainer in advance of any services rendered.
59. Due to costs associated with opening the file and ongoing scheduling requirements with both parents and collateral sources, we will be charged a non-refundable administrative fee in the total amount of \$\_\_\_\_\_. This fee is payable by us in accordance with the proportions that we have agreed to in paragraph 63 of this Agreement. The administrative fee shall be applied once the referral has been accepted. Accordingly, there shall be no further charges for the PC's time in connection with setting up the process and ongoing scheduling.
60. Record keeping requirements make it necessary to log and make a record of all e-mails, telephone call and/or messages. For this reason fees will be charged for phone and e-mail contact, with exception of brief contacts about scheduling only.
61. We each agree to provide \_\_\_\_\_ our proportionate share of the initial retainer of \$ \_\_\_\_\_ along with this signed Agreement. We agree to replenish the retainer, as requested by the PC. A minimum retainer (security deposit) of \_\_\_\_\_ shall be retained in the account at all times and will be returned to us without interest at the end of the PC's tenure, less any balance owing by either party.
62. The Parenting Coordinator may delay providing any services to us until the retainer terms have been met. Non-payment of fees shall be grounds for the resignation of the PC although she will first give notice of her intention to resign and then allow us a reasonable period of time to satisfy the account before resigning. In the period after the notice is given, the PC need not provide any services to us until her retainer is fully maintained.
63. We acknowledge that we have disclosed to each other all significant assets, debts and other liabilities that exist as of today's date, and having done so, we agree to pay the PC's fees and disbursements in the following proportion:
- Ms. \_\_\_\_\_ pays \_\_\_\_\_ %
- Mr. \_\_\_\_\_ pays \_\_\_\_\_ %
64. If one of us fails to provide his/her fees as set out above, the Parenting Coordination may proceed and the fees for the same maybe paid by the other parent. Such shall not be deemed to affect the ability of the PC to perform her arbitration function for the duration of her tenure. The parent who overpaid his/her share shall have the option to seek court enforcement regarding the payment terms of this Agreement.
65. The PC shall provide us regular statements of account detailing the date, service, time, hourly rate and any disbursement costs.
66. The PC is entitled to charge us a fee equal to one hour's fee for any appointment that is cancelled with less than 24 business hours' notice. Each parent is responsible for any charges arising from his/her own cancellation with insufficient notice and/or failure to attend a scheduled appointment.
67. Notwithstanding our agreement with respect to payment for services per paragraph 63 above, the PC may modify this payment allocation if she finds that one parent is using her services disproportionately and, as a result, is causing the other parent greater expense.
68. In addition to reallocating fees, the PC shall have the authority to impose an award of costs if the PC is required to arbitrate any issue. Additionally, the PC shall have the authority to require one parent to reimburse the other for 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 Parenting Coordinator.

69. In the event that the amount owing to the PC for services rendered exceeds the retainer and payment is not forthcoming within 30 days of notice, the PC 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 PC for services rendered shall be regarded as still owing at the conclusion of the PC service, 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.

## **GRIEVANCES**

70. If either parent has a complaint about the way the Parenting Coordinator is dealing with him/her or any issue, he/she (with their lawyer if they prefer) shall, within a reasonable period of time from the occurrence of the concern, discuss their concern in person the PC before pursuing it in any other manner. If after discussion, the parent is not satisfied that the grievance has been dealt with satisfactorily, then within twenty (20) days of the discussion, he/she shall set out the complaint in writing to the Parenting Coordinator, to the other parent and to any lawyers representing the parents and/or the child(ren). The Parenting Coordinator shall provide her written response to the parents and lawyers within twenty (20) days.
71. The Parenting Coordinator shall then meet with the complaining parent and his/her lawyer to further discuss the matter. The parent who initiated the grievance is responsible for payment of the PC's time and any associated expenses in responding to the grievance.
72. If the grievance is not resolved after this meeting, the complaining party may, on notice to the other parent, file a Motion with the Court to remove the PC as per *The Arbitration Act*. The Motion shall proceed on written documents submitted by both parents and the Parenting Coordinator, unless the Court orders a hearing.
73. The parent who makes a Motion to remove the PC under *The Arbitration Act* shall be responsible for the time and associated fees of the PC for responding to the Motion as well as all associated legal fees incurred by the PC.
74. Any arbitral Award of the Parenting Coordinator shall be implemented and adhered to during the time the grievance process is in effect, and either party may apply to the Court to obtain a consent Court Order implementing or interpreting the terms of the PC's Award(s).
75. Neither party shall complain about the Parenting Coordinator to any professional organization of which the Parenting Coordinator is a member without also complying with the above-noted grievance procedure.

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

76. We hereby waive any claim or right of action against \_\_\_\_\_ for any matters arising out of the in good faith functions performed by her under this Agreement.

## **INDEPENDENT LEGAL ADVICE**

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

78. Both parties:

- (a) understand their rights and obligations under this Agreement and the nature and consequences of this Agreement;
- (b) acknowledge that they are not under any undue influence or duress; and
- (c) acknowledge that they are both signing this Agreement voluntarily.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mother

DATE: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Father

**CERTIFICATE OF INDEPENDENT LEGAL ADVICE**

I, \_\_\_\_\_(print name of parent), confirm that I have received independent legal advice and have attached to this agreement a copy of the certificate of independent legal advice that was provided to me under subsection 59.6(2) of the Family Law Act.

\_\_\_\_\_  
Signature of parent

\_\_\_\_\_  
Date

**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 Parenting Coordination and is signing this Agreement voluntarily.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lawyer

**DECLARATIONS OF THE PARENTING COORDINATOR/ARBITRATOR**

I, \_\_\_\_\_, confirm the following matters:

1. I will treat the parties equally and fairly in the arbitration, as subsection 19 (1) of *The Arbitration Act* requires.
2. I have received the appropriate training approved by the Attorney General.
3. The parties were separately screened for power imbalances and domestic violence and I have considered the results of the screening and will do so throughout the arbitration, if I conduct one.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Parenting Coordinator/Arbitrator