

PARENTING COORDINATOR AGREEMENT

We, _____ and _____
have entered into an agreement with **Dr. Arnold Shienvold/Dr. Kasey Shienvold/John Sivley, LCSW** to serve as a Parenting Coordinator for us and our child(ren). This agreement shall serve as a binding contract.

1. We understand that it is in the child(ren's) best interests when parents do not engage in conflict. To that end we will agree to resolve disagreements through collaborative efforts whenever possible. If we are not able to resolve our own disputes, we understand that the dispute will be presented to the Parent Coordinator designated above who will offer a recommendation that becomes binding upon us or until the Court enters an Order altering, modifying or terminating the recommendation. The recommendation shall be reduced to writing and will be attached to our existing custody order.

2. We intend to resolve our issues in a mutually satisfactory manner between ourselves whenever possible. If issues cannot be resolved between us with the assistance of the Parenting Coordinator, then the Parenting Coordinator shall assist in resolving the dispute initially through facilitation, but if that is not possible, through arbitration. In the event of arbitration, the Parenting Coordinator shall seek information from each party and any third party, who would be necessary and helpful to him in his role as decision maker. Third parties may include but are not limited to the child(ren), teachers, medical care providers, caregivers or attorneys. Additionally the Parenting Coordinator may review any relevant documents that, in his opinion, would be helpful to the decision making process. We agree to sign any necessary authorizations for the release of requested information. As noted, **Dr. Arnold Shienvold/Dr. Kasey Shienvold/John Sivley, LCSW** will attempt to help us resolve our disputes. If those efforts are unsuccessful, then the Parenting Coordinator shall resolve the issue through a binding recommendation, based upon the disclosures that were made in the process. The decisions of the Parenting Coordinator shall be admissible in any subsequent court proceeding. The overriding concern in the resolution of all issues is the best interest of the child.

3. The disputes that may be submitted to the Parenting Coordinator for resolution are outlined in the Order of Court dated _____ as per the Honorable _____.
If they are not listed, the following issues may be addressed:

- Any disputes about the implementation of the current custody order including parenting time, temporary changes in the regular schedule, parental access for special occasions, holidays or vacations
- Disputes regarding the child's/children's activities or schooling
- Disputes related to the child's/children's medical issues
- Any other child-related matter upon which we cannot agree and subsequently submit in writing to the parenting coordinator unless such disputes are specifically prohibited in the Order of Court

4. Appointments or telephone contacts with the Parenting Coordinator may be scheduled at the request of either parent or the Parenting Coordinator. All parties agree to make a good faith effort to be available when contacts are scheduled.

Parenting Coordinator Agreement

5. The Parenting Coordinator's work with the family is not confidential. Either party may subpoena the Parenting Coordinator to testify in court or the Parenting Coordinator may decide to have contact with the Court in order to advise the Court regarding the process. The party who issues a subpoena for the Parenting Coordinator shall be responsible for the costs of the record review and court time, including travel, parking and other incidental costs.

6. This contract cannot cover all the particulars that may arise in every situation. The parties agree that the Parenting Coordinator may need to establish new rules and guidelines to fit each unique relationship. The fundamental principles governing all rules and guidelines are (1) conflict for the parties will be minimized and (2) decisions will be made in the best interests of the child(ren). The Parenting Coordinator will make every good faith effort to contain the costs to the parties. All rates shall be written and attached to this agreement.

7. If the Parenting Coordinator deems himself no longer able to work with either party in an unbiased or productive manner, then he shall provide each party with thirty days written notice and shall notify the Court and requesting that his appointment be vacated.

8. The term of this agreement shall be for _____ months beginning on the date the agreement is signed. The agreement is renewable upon the mutual consent of all parties or by order of the Court.

9. The role of parenting coordinator by **Dr. Arnold Shienvold/Dr. Kasey Shienvold/John Sivley, LCSW** may be terminated prior to that time by written agreement of all parties, including the Parenting Coordinator. In absence of agreement to terminate the process, the procedures in the Order of Court for terminating the process shall be followed. If there is no Order of Court, the party wishing to terminate the contract shall be responsible for all fees associated with any legal intervention.

FEE ARRANGEMENTS:

1. We agree to pay the Parenting Coordinator at the rate of _____ per hour, with each party paying 50 percent (or the proportion set by the Court) all charges including but not limited to time spent reviewing documents, participating in interviews, phone conferences, telephone, mail or electronic communications with attorneys, parties or necessary third parties, travel and the deliberation and issuance of decisions.

2. Upon the signing of this contract, the Parenting Coordinator shall be paid a retainer of \$1000, with each party paying one-half or their proportional amount. Periodically, we will receive an itemized statement of account, with the costs being deducted from the retainer account. When the account falls below \$500 a further retainer may be requested and shall be paid within thirty days or services may be suspended. At the end of the Parent Coordination process, any amounts remaining in the retainer account shall be returned to the parties.

3. Notwithstanding the above, the Parenting Coordinator reserves the right to assess costs disproportionately, if in the sole discretion of the Parenting Coordinator, either of us is acting unreasonably or not in good faith, is creating unnecessary problems in resolution of an issue, or in other ways unnecessarily is utilizing a disproportionate amount of the Parenting Coordinator's time. He shall inform us of his intent, in writing, prior to any assessment of disproportionate costs.

4. Any decision/recommendation of the Parenting Coordinator may be appealed to the Court. This will be done according to the process outlined in the Court Order. If there is no Court Order, the following process shall be valid. If either of us challenge a decision of the Parenting Coordinator in court, and the court finds that the challenge is without substantial basis, or not made in good faith, the party challenging the decision shall be responsible for all costs, including the reasonable counsel fees incurred by the other party in connection with the court appearance.

5. We understand that if an interview is cancelled with less than 24 hours notice a fee may be charged commensurate with the amount of time scheduled for that day. If one of us fails to show up for a scheduled appointment, that person shall be responsible for the entire cost of the scheduled time.

6. If any disagreement arises that is not covered by this contract or the Court Order appointing the Parenting Coordinator, we will initially meet with the Parenting Coordinator to resolve our difference. If the disagreement cannot be resolved in that matter, we shall seek the assistance of the Court as per the outline for grievances.

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I have read the above contract and have had the opportunity to discuss it with my attorney. I enter into this contract with the full understanding that if we cannot resolve conflicts between ourselves, **Dr. Arnold Shienvold/Dr. Kasey Shienvold/John Sivley, LCSW** will have the right to make decisions that will affect me and my child(ren).

Mother

Father

Date

Date

Parenting Coordinator

- ☐ Dr. Arnold Shienvold
- ☐ Dr. Kasey Shienvold
- ☐ John Sivley, LCSW

PARENTING COORDINATION AGREEMENT and EXPECTATIONS

On this, the _____ day of _____, 2009, we, _____ and _____, agree to the following program guidelines for the appointment of _____ as a Parenting Coordinator.

A. Parenting Coordination v. Legal Advice or Mediation:

1. We understand that parenting coordination is not mediation nor is it a substitute for legal advice. We are, therefore, not the clients and there is no attorney/client privilege.
2. Since the appointment of a Parenting Coordinator is court ordered or agreed upon pursuant to a stipulation between the two (2) parents, we understand that the process is not confidential. We understand that reports to the Court and to our attorneys may be sent by our Parenting Coordinator if we hit an impasse or at any other time as required by the court order. We will provide a release for any and all parties/reports as requested by our Parenting Coordinator.
3. Although parenting coordination includes a form of high conflict mediation, the process of parenting coordination is not considered mediation.

B. Financial:

1. We will be billed at \$150 per hour. We will each be billed for the session in the percentages set forth in the Court Order. We will also each be billed for our share of all other fees associated with this process such as, but not limited to, review of e-mails and letters, notes and memos, emergency phone calls, consultations, our child's session, preparation for sessions, preparation of memos and other reports and summaries, time spent in court testifying, if required, and the preparation of our Parenting Plan. The billing rate for these services shall be \$150 per hour and the minimum billing increment shall be .25 of an hour. Our Parenting Coordinator will determine if each of us is billed a portion of these fees or if one of us will be solely responsible for a particular session cost or expense.
2. We will keep a retainer on account with our Parenting Coordinator and will replenish that retainer from time to time as requested by the Parenting Coordinator. Generally, the minimum amount of the retainer shall be \$500. The Parenting Coordinator will provide each of us with monthly statements. We understand that if either of us fails to comply with the requirement of maintaining the minimum retainer as set forth in this Agreement, the Parenting Coordinator has the authority to report such failure to the Court. In the event that either of us pays by check and the check is returned, the party writing the check will be responsible for all returned check fees which shall not exceed \$25.00.

3. We understand that each of our initial fee is \$500 which includes the following: (a) \$150 for our first one (1) hour intake session; (b) \$20 for the book entitled Cooperative Parenting and Divorce; and (c) the balance is a retainer for future joint sessions, meeting with the children and other related work.
4. We understand that one or the other of us will be billed for our share of a joint session and our co-parent's share of that session if we are unable to manage ourselves during that particular session. Likewise, we will be responsible for any cancellation that either of us makes without at least 24 hours notice provided to both the Parenting Coordinator and our co-parent. This section applies no matter who has been directed to pay for the joint session.

C. General Expectations/Agreements:

1. We will schedule joint sessions at least every other week unless the Parenting Coordinator recommends more or less frequent appointments. We understand that our child/children will be seen at least once for an intake appointment. We also understand that the Parenting Coordinator will determine if and when other adults are included in our joint sessions.
2. We will work on implementing new skills in joint sessions and outside sessions.
3. We will make child-focused decisions and sacrifices when necessary. We will stay solution-focused rather than fight to "win."
4. We will be responsible for our own behavior and not focus on the behavior of our co-parent. We understand that we are expected to make progress and to make changes for the sake of our child.
5. We will take responsibility for the parenting issues we want to address and to resolve in each joint session.
6. We will not call our Parenting Coordinator unless we are having an emergency that is "child-focused," and we will not expect a return call unless we indicate the exact nature of the emergency on the voice mail.
7. If any attorney subpoenas the Parenting Coordinator, we will be solely responsible for all charges associated with the time involved to prepare and testify, which charges shall be paid at least one (1) week prior to the scheduled court date. These charges may be subject to reallocation by the Court at the time of the hearing. We understand that the Parenting Coordinator will not testify for either of us nor will she have an opinion regarding custody. We further understand that a new Parenting Coordinator

may have to be appointed after the conclusion of the hearing at which the Parenting Coordinator testifies.

8. If we feel our Parenting Coordinator is biased, we will meet with her to discuss the issue prior to requesting that a new Parenting Coordinator be appointed. We understand that we may request only one change in Parenting Coordinators. This change will include a consult between Parenting Coordinators at the requesting parent's expense. The current Parenting Coordinator will be responsible for our family until the first joint session with the new Parenting Coordinator.
9. If either parent has a complaint about the way the Parent Coordinator is dealing with him/her or regarding the performance or actions of the Parent Coordinator (as distinct from a disagreement with a Decision of the Parent Coordinator), that parent must discuss the matter with the Parent Coordinator in person before pursuing it in any other manner.

If, after discussion, the parent remains unsatisfied, he/she must then submit a written letter detailing the complaint or grievance to the Parent Coordinator, to the other parent, to both parents' counsel (if any), and to the attorney for the children, if one exists. The Parent Coordinator will, within twenty (20) days, provide a written response to the grievance to both parents, both attorneys and the attorney for the children, if any.

If appropriate, given the circumstances, the Parent Coordinator will then meet with the parents and their attorneys (if any), to discuss the matter.

If the grievance or complaint is not resolved after this meeting, the complaining party may proceed by noticed motion to the Court for the removal of the Parent Coordinator.

The Court shall reserve jurisdiction to determine if either or both parents and/or the Parent Coordinator shall ultimately be responsible for any portions or all of the Parent Coordinator's time and costs spent in responding to the grievance and the Parent Coordinator's attorney's fees, if any.

Neither parent shall complain about the Parent Coordinator to the Parent Coordinator's licensing board without first complying with the above grievance procedures.

D. Parental Behaviors:

1. We will treat our co-parent with respect no matter how we might feel about them and no matter what type of custody arrangement we may have. We will acknowledge our co-parent, no matter how we feel, every time we see him or her regardless of whether or not the child/children are present. (This includes the waiting room.)
2. We will not block our child's reasonable contact with the other parent either by phone or visitation. We will ensure that our child returns calls the other parent the same day whenever a voice message has been left for him or her. We will keep child calls and parent calls separate.
3. We will post and honor the "Divorce Rules" provided by the Parenting Coordinator at our first joint session.
4. We will use impulse control and shield our child from parental conflict and negative comments.
5. We will minimize and eliminate our child's sense of loyalty binds.
6. We will "consult" with our co-parent rather than "inform" regarding parenting decisions.
7. We will not schedule activities or appointments on the other parent's time without prior agreement.
8. We will honor the current Order of Court and any new agreements that we make in joint session.
9. We will not call the police unless there is a clear threat of physical harm. We will not contact Children and Youth Services unless we consult with the Parenting Coordinator first. We will contact the Parenting Coordinator rather than do anything adversarial or upsetting to our child.
10. We will not contact our attorney to file any petitions or otherwise commence an action in court without first dealing with the issue in a joint session and indicating our plans to contact our attorney during that joint session.

11. We understand that if any term of this Agreement conflicts with our Order appointing the Parenting Coordinator, the terms of the Order shall supersede the terms of this Agreement.

Parent Signature

Date

Parent Signature

Date



PARENT COORDINATOR AGREEMENT

THIS IS AN AGREEMENT FOR PARENTING COORDINATION SERVICES AND ARBITRATION IN ACCORDANCE WITH THE ARBITRATION ACT S.O.1991, c.17 and the FAMILY STATUTE LAW AMENDMENT ACT, 2006, S.O. 2001 c. 1

BETWEEN:

MOTHER _____

- and -

FATHER _____

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

PRINCIPLES

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

time. Further, due to the nature of PC, new issues may be raised for consideration at any time.

PARENTING COORDINATION SERVICES

9. The Parenting Coordinator is not entitled to over-ride the Minutes and/or any subsequent Court Orders, but upon agreement of the parents, may address any parenting issues mutually brought forth by the parents.

10. The scope of the Parenting Coordinator's service includes the following:

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

s.35 of *The Arbitration's Act, S.O. 1991, c.17*. The agreed to term of service stated below will be upheld notwithstanding that facilitated negotiation is part of the process and with the understanding that in other contexts, like mediation, for example and if there is no court order, a parent may withdraw from the process at any time. As such, neither parent can unilaterally opt out of service at any stage in the Parenting Coordinator process.

17. The term of the Parenting Coordination service shall be for a period of at least 18 months from the date this Agreement is received from both parents, unless specified otherwise. To avoid a hiatus in services, the parents shall advise the PC and the other parent no less than 2 months in advance of the term expiry date whether or not they wish to renew the Agreement.
18. The Parenting Coordinator may resign any time he determines the resignation to be in the best in the best interests of the child(ren), or if he is unable to serve out his term for whatever reason which can be withheld, upon thirty (30) days notice. If this occurs, the PC shall appoint another Parenting Coordinator. If the appointment is not made, then either parent may seek the Court's assistance to appoint a new Parenting Coordinator.
19. Neither parent may unilaterally withdraw from this Agreement during its term. However, with their joint consent in writing, both parents may terminate this Agreement. Should one parent choose to opt out of service, is intransigent, uncooperative or non-participatory, the Parenting Coordinator shall continue to provide service pursuant to this Agreement in the resolution of any issue and the Parenting Coordinator may proceed and fulfill his decision-making role.
20. The parents agree that they jointly opt out of "assessment of fees and expenses", Section 56, subsections 1, 2, 3, 4, 5, 6, 7, 8 of the Arbitration Act.
21. Knowing that in order for an arbitration award to be enforceable, an application for enforcement must be made within two years and further knowing the parents may wish to not incur costs related to an application for enforcement, the parents agree to extend section 52.3 of the Arbitration Act to 10 years from the date of the Award and/or until the child(ren) reaches the age of majority.
22. The PC process is "open". When asked, Gary Direnfeld, MSW, RSW shall issue a report to counsel and the Court. The parent requesting the report shall pay fees for any such report. Any such report may be submitted as evidence in legal proceedings between the parents, and either parent may call Gary Direnfeld, MSW, RSW to provide evidence in Court excluding that related to an arbitration award. Notwithstanding, the PC may meet separately with each party for the purpose of, among other things, screening the parties for violence and power imbalances. The parties agree that the PC's notes from that meeting shall remain confidential to the PC and shall not be disclosed to the parties either by their request or by subpoena – court order. Separate and apart from the PC's reports and notes from the screening process are the ongoing notes from client and collateral contacts. These notes remain the property of the PC and will not be released to the parties. The parties agree that these notes cannot be subject to collection by subpoena – court order. They are to remain confidential. Any release would be at the sole and unfettered discretion of the PC alone.

DECISION-MAKING COMPONENT (ARBITRATION PROCESS)

31. The laws of Ontario and Canada shall apply to any arbitration conducted pursuant to this Agreement.
32. The Arbitrator is Gary Drenfeld, MSW, RSW.
33. If an issue remains unresolved after a reasonable effort in the process prior to arbitration, or if one parent chooses not to participate in the process prior to arbitration, and the PC believes that further similar efforts are unlikely to be productive, or that the time constraints of the issue presented do not allow for further similar efforts, the PC will proceed to arbitrate the issue in accordance with the arbitration provisions of this Agreement and with due consideration that some matters may require an expeditious decision such as in the case of an imminent exchange of the child(ren) in view of an access period. The decision is binding upon both parents regardless of whether or not they decide to have the Award incorporated into a Court Order and will remain in effect for 10 years or until the child reaches the age of majority.
34. In the event one parent maintains that an issue is outside of the mandate and/or scope of the PC's authority, the PC will determine the matter taking into account the submissions of each parent.
35. If the PC is to arbitrate the issue, he will advise the parents in writing that they are now engaged in arbitration on that issue. The time and place of the arbitration hearing and/or the time for submissions shall be provided in writing. The arbitration may proceed at that time and/or as per the time-line as notified, even if one parent fails to appear at the previously designated time and place, if one parent fails to provide his/her submissions in the time-line provided, and/or if one parent does not provide the sufficient retainer.
36. If one parent is acting in an obstructionist manner as deemed by the Parenting Coordinator, or is not cooperating or deemed to be not participating, or has unilaterally withdrawn, it is understood by that parent, that the arbitration process can continue with or without due notification at the discretion for the Parenting Coordinator, knowing that that party is in default of the provision to cooperate. Further and by way of a parent's non-cooperation, the Parenting Coordinator on the basis of the only parent participating may provide an Arbitration Award. Such circumstance cannot be used as grounds for appeal or grievance by the non-cooperative parent.
37. Given participation of both parents, all communication during the arbitration phase will be 3-way, be it by conference call, e-mail, fax or in a meeting. Submissions (verbal and/or written) and reply submissions will be made available directly to the PC (who then provides same to the parents) in the time-line determined by the PC, previously indicated to the parents in writing. Time-sensitive issues will require a shorter time-line as determined by the Parenting Coordinator.

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

USE OF EXPERTS BY ARBITRATOR

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

CHILD ABUSE REPORTING AND RISK OF HARM

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

REVIEWS & APPEAL

50. Any award may be appealed as follows: [choose either (i) or (ii)]
 - (i) A parent may appeal the award in accordance with subsection 45(1) of the Arbitration Act, 1991.
 - (ii) A parent may appeal the award on (choose one of the following):
 - (a) A question of law,
 - (b) A question of fact, or
 - (c) A question of mixed fact and law.

55. There can be considerable time expended by the Parent Coordinator to open a file and determine service during the referral process. The referral process may require discussion with lawyers, review and drafting of agreements and other activities. This time will be billed for and HST will be added to all bills whether or not the referral process leads to the delivery of the Parenting Coordinator service.
56. Record keeping requirements make it necessary to log and make a record of each and every e-mail, telephone call and/or message. For this reason there will be a minimum fee (6 minutes) charged for every phone and e-mail contact, with exceptions made for brief contacts at the discretion of the Parenting Coordinator.
57. The parents shall share fees equally, unless indicated otherwise. Parents shall provide for a total initial retainer based upon 20 hours of service as per the fee schedule above, plus HST. Parents shall be advised in advance when further retainer is required. At minimum a retainer (security deposit) of \$500.00 per parent shall be maintained in the account at all times, to be returned to the parents at the end of the PC's tenure, less any balance owing by either parent. A greater security deposit may be required at the discretion of the Parenting Coordinator. If the above terms are not satisfied, the Parenting Coordinator may postpone all services until the retainer terms are met. Non-payment of fees shall be grounds for the resignation of PC at the sole and unfettered discretion of the PC, although if seeking to resign under this condition, the PC will first give notice of his intention to resign and then allow either parent a reasonable period of time to obtain a Court order requiring this payment before resigning. Further and at the sole discretion of the PC, the PC can exclude a party who is in default of payment from participation, yet continue to provide the PC service on a one-sided basis and such cannot be used as terms for appeal by the party in default of payment. In the event of notice to resign and in the period after the notice is given, PC need not provide any services to the parents until his retainer is fully maintained.
58. If one of the parents fails to provide his or her fees as set out above, such fees may be paid by the other parent and any such repayment may be enforced by the parent who overpaid his or her share, in Court or through the Family Responsibility Office (FRO) as child support. Such shall not be deemed to affect the ability of the PC to mediate/arbitrate any issue for the duration of his tenure.
59. Regular statements of the account detailing the date, service, time and hourly rate will be provided. Your insurance company may or may not cover any, some or all of the services provided. If you require an additional statement, completion of forms or any other activity for insurance purposes an administrative fee will be charged.
60. The parents will be billed for an appointment in which there is less than 48 (forty-eight) business hours' notice prior to cancellation, except for an appointment for 8 a.m. and/or after 4 p.m., in which case 72 (seventy-two) business hours notice is required prior to cancellation with insufficient notice and/or failure to attend a scheduled appointment. This bill will be at the hourly rate and for the entire time set aside for the appointment.

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

COMPLAINTS and COSTS

67. If either parent has a complaint about the way the PC is dealing with him/her or any issue, he/she (and with their lawyer if they prefer) shall discuss their concern in person with the PC before pursuing it in any other manner. If, after discussion, the parent is not satisfied that the complaint has been dealt with satisfactorily, then he/she shall submit a written letter detailing the complaint to the PC, to the other parent and to any lawyers representing the parents and/or child(ren). The PC shall provide a written response to the parents and lawyers within twenty (20) days.
68. If the letter as set out above does not resolve the complaint, the PC will then meet with the complaining parent and his/her lawyer to further discuss the matter.
69. If the complaint is not resolved after this meeting, the complaining parent may file a motion on notice to the other parent with the Court to remove the PC as per the Arbitration Act. The motion shall proceed on the written documents submitted by both parents and the PC, unless the Court orders a hearing.
70. The parent(s) who initiates the complaint to remove the PC as per the Arbitration Act shall be responsible for the time and associated fee of the PC for the complaint process as well as any associated legal fees incurred by the PC in defending against the claim, and waives the right to have this countermanded by court order or any other means.
71. Any binding arbitrated decision shall be implemented and adhered to during the time the complaint process is in effect.

PARENTING COORDINATOR'S RIGHT TO SELF-PROTECTION

72. Parents are expected to treat the Parenting Coordinator respectfully and courteously.
73. The Parenting Coordinator reserves the right to protect himself from vilification, attacks to integrity, physical, verbal or implied threats, intimidation, assault, vandalism or destruction of property. Such self-protection can include any reasonable strategy to place safeguards on

WAIVER OF PARENTING COORDINATOR'S LIABILITY

78. The parents waive any claim or right of action against the Parenting Coordinator for any matters arising out of the good faith functions performed by him under this Agreement.
79. The parents agree that as a result of their conflict of opinions, interests or wishes, the Parenting Coordinator must facilitate or make decisions in their child(ren)'s interest that while good intentioned may result in actual harm to the child(ren). In view of same, the parents hold the PC harmless for any negative impact that may befall the child(ren) the result of the Parent Coordinator's involvement, guidance or binding recommendations.