

**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)**

**PRINCIPLES**

1. The parents acknowledge that their child(ren) will 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 parental disputes.
2. The parents wish to retain the services of John A. Butt as Parenting Coordinator (PC) to assist them in implementing, maintaining and monitoring the terms of the existing Minutes of Settlement ("Minutes," or Parenting Plan), dated \_\_\_\_\_, along with any previously arbitrated decisions and subsequent court orders.
3. The parents agree to voluntarily enter into this agreement with the intent 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.

**ROLE AND OBJECTIVES OF THE PARENTING COORDINATOR**

4. The parents agree to retain John A. Butt in the role of Parenting Coordinator to act as a neutral third party to expeditiously resolve issues that arise from the implementation of the Minutes/Parenting Plan in a manner consistent with the child(ren)'s best interests and in a manner that attempts to minimize parental conflict. The PC may provide consultation to the parents and may coach and educate them about ways to better communicate with each other and about their child(ren), with the ultimate goal of helping them resolve issues amicably and efficiently on their own without having to involve the PC.

**PARENTING COORDINATION AGREEMENT**

5. Parenting coordination involves two components: (1) the Parenting Coordinator will first attempt to resolve issues arising out of the Minutes/Parenting Plan through the non-decision-making functions of facilitation, consultation, coaching and education; (2) if it is apparent to the PC that continued similar efforts are unlikely to resolve the issue, then the PC may arbitrate in order to resolve the dispute (defined as a “secondary arbitration” by the *Act*, 59.7{(2)}) in accordance with the Minutes/Parenting Plan and as set out in the decision-making process of this Agreement.

**PARENTING COORDINATION SERVICES**

6. The Parenting Coordinator is not entitled to override the Minutes and/or any subsequent court orders.
7. The scope of the Parenting Coordinator’s role is to include the following (*check the items that apply*):
  - a. assist with the implementation, maintenance and monitoring of the Minutes/Parenting Plan, court orders and/or arbitrated decisions;
  - b. address any conflicts that occur in the child(ren)’s scheduling;
  - c. address any difficulties related to the children’s transitions between parents, including codes of conduct and transportation;
  - d. develop any additional clarifying clauses that may be required for situations and events not anticipated when the Parenting Plan was developed;
  - e. monitor the child(ren)’s adjustment;
  - f. assist in the maintenance of the child(ren)’s relationship(s) with each parent;
  - g. help the parents communicate more effectively if possible and, if not possible, help them to disengage;
  - h. assist the parents with exchange of information about the child(ren) (i.e., health, welfare, education, religion, routines, day-to-day matters, etc.) that may be otherwise impossible and/or ineffective, in accordance with the methods provided for in the Parenting Plan;
  - i. where parents have joint custody on consent and/or by delegation of the court but are unable to come to a mutual agreement, make final decisions relating to “major” decisions (i.e., relating to education, health and welfare, and religion);
  - j. 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;
  - k. where not addressed by the court order and/or existing Parenting Plan, resolve conflicts concerning the child(ren)’s participation in recreation, enrichment or extracurricular activities, lessons, and programs;
  - l. address movement of the child(ren)’s clothing, equipment, toys and personal possessions between households;

**PARENTING COORDINATION AGREEMENT**

- m. address matters relating to the child(ren)'s travel with one parent (i.e., protocol relating to passport exchange, itinerary, notarized permission letter, telephone calls with the non-resident parent, etc.);
- n. clarify and resolve disparate interpretations of the Parenting Plan;
- o. resolve conflicts concerning day-to-day health care and education matters, passports, risky activities, and events that are not otherwise allocated for in the Minutes/Parenting Plan.

**TERMS AND AGREEMENT TO COOPERATE**

- 8. The Parenting Coordinator is a Registered Marriage and Family Therapist and has relevant knowledge and expertise from which the parents wish to benefit. However, he shall not function as a counsellor/therapist for either parent, the family or the child(ren). The parents have stipulated herein the decision-making powers granted to the PC. They further acknowledge that John A. Butt has the requisite professional qualifications, professional skills and relevant knowledge to provide the service of Parenting Coordination.
- 9. The parents shall cooperate with the Parenting Coordinator and agree to be bound by this Agreement.
- 10. The Parenting Coordinator and the parents shall set a time and place for meeting within 14 (fourteen) days of signing this Agreement.
- 11. The parents will sign all releases of information required to implement the processes outlined in this Agreement. The parents shall provide all records, documentation and information requested by the Parenting Coordinator as soon as possible and upon the request of the PC from time to time.
- 12. The parents agree that the Parenting Coordinator can perform the function of parenting coordination, including the decision-making and non-decision-making components described herein. They further agree that although the PC performs non-decision-making functions involving mediation, facilitation and conflict resolution, this does not disqualify the PC from arbitrating the same issues. In this regard, the parents waive s.35 of the *Arbitration Act, S.O. 1991, c.17*. The agreed-upon term of service stated below will be upheld, notwithstanding the fact that facilitated negotiation is part of the process and with the understanding that if there is no court order, or in other contexts, such as mediation, a parent may withdraw from the process at any time.
- 13. In the event of a need for arbitration, the parents agree that the Parenting Coordinator, in his discretion, can arrange for issues to be arbitrated by his designate, namely Ms. Lourdes Geraldo, M.S.W., of Hamilton, Ontario.

**PARENTING COORDINATION AGREEMENT**

14. The duration (term) of the parenting coordination shall be a period of 24 (twenty-four) months from the date of this Agreement. To avoid a hiatus in services, the parents shall advise the Parenting Coordinator and each other in writing no less than two months in advance of the expiry date of services whether or not they wish to renew the Agreement.
15. The Parenting Coordinator may resign at any time, upon thirty (30) days notice, upon determining that this would be in the best interests of the child(ren) or if unable for any other reason to serve out the term of the Agreement. If this occurs, the PC shall appoint another parenting coordinator. If the PC does not make such an appointment, then either parent may seek the court's assistance in appointing a new parenting coordinator.
16. Neither parent may unilaterally withdraw from this Agreement during its term. However, both parents may terminate this Agreement with a joint consent in writing. Should one parent choose not to participate in the resolution of any issue, the Parenting Coordinator may proceed to fulfill the decision-making role set out in this Agreement.
17. (a) The parenting coordination process is not confidential, and the Parenting Coordinator may provide information and/or a report to the court, the parties, and their lawyers. Upon the request of either or both parents, John A. Butt shall issue a report to the parents, their lawyers and the court. The party requesting the report shall pay fees for any such report. Any such report may be submitted as evidence in legal proceedings between the parents. Either parent may call John A. Butt to provide evidence in court.  
  
(b) Notwithstanding paragraph 16(a), the Parenting Coordinator 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 and shall not be disclosed to the parties.
18. The Parenting Coordinator is not a lawyer and cannot provide legal advice.
19. Each parent shall provide copies to the other parent of all written reports from collateral sources provided to the Parenting Coordinator, unless otherwise directed by the PC.
19. The parties acknowledge that in the function of arbitrator, the Parenting Coordinator is required to provide certain information about the outcome of the arbitration to the Office of the Attorney General pursuant to regulations made under the *Family Statute Law Amendment Act* (2006).

**EXCLUDED FROM PARENTING COORDINATOR'S DECISION-MAKING ROLE**

20. The following issues are specifically excluded from the scope of the Parenting Coordinator's decision-making authority:

**PARENTING COORDINATION AGREEMENT**

- a. changes to the *usual* parenting time (residential) schedule that substantially reduce or expand the child(ren)'s time with one or both parents and/or impact the quantum of child support;
- b. changes in the geographic residence of the child(ren);
- c. changes in legal custody (i.e., final decision-making authority).

**NON DECISION-MAKING COMPONENT (PRE-ARBITRATION PROCESS)**

21. If either parent has an issue relating to the child(ren) and/or the Parenting Plan falling within paragraphs 2 and 7 of this Agreement that cannot be resolved with the other parent after reasonable efforts to do so, he/she may contact the Parenting Coordinator. The PC shall have the authority to determine the protocol of all contacts and interviews, including the persons required to attend such meetings/contacts.
22. During this non-decision making phase prior to arbitration, the Parenting Coordinator may communicate with one parent without the presence of the other. The PC may communicate with the lawyers jointly and/or separately unless determined otherwise at the start of the process. The PC shall be entitled to pursue matters submitted by meeting with the parents jointly and/or individually, reviewing written materials and considering any other information the PC determines is relevant. In addition the PC may consult with professionals, family members and others, such as therapists, custody assessors, educators, and health care professionals, if she/he believes the information may be relevant.
23. The Parenting Coordinator may interview/observe the child(ren) privately and/or with the parents together or individually. The PC will disclose information obtained from the children only with the children's consent and/or at the PC's discretion.
24. There will be no confidentiality concerning communications between the parents and the Parenting Coordinator and any third parties with whom the PC consults. The PC may disclose to the parents all or part of any information received from third parties, the other parent, and the children subject to paragraph 16b of this Agreement.
25. Agreements reached by the parents during this phase will be crafted by the Parenting Coordinator and provided to the parents in draft form for their approval and final agreement, ultimately taken out as a consent award. Any disparity in wording will be resolved by the PC.

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

26. The arbitration shall be conducted in accordance with: (*check one*)
  - the law of Ontario, and the law of Canada as it applies in Ontario, or
  - the law of (*name of other Canadian jurisdiction*), and the law of Canada as it applies in that jurisdiction

**PARENTING COORDINATION AGREEMENT**

27. Issues related to the custody of and access to the children (on an interim and permanent basis) shall be determined in accordance with the provisions of the *Children's Law Reform Act*, R.S.O., 1990, c.12 or, if a divorce has been granted or the parties are involved in divorce proceedings, under the *Divorce Act*, R.S.C. 1991, c. D-3.4 (2<sup>nd</sup> Supp.), as amended.
28. The parties appoint John A. Butt or his designate, Ms. Lourdes Geraldo, to perform the arbitration function of the parenting coordination.
29. If the issue remains unresolved after a reasonable effort, if one party chooses not to participate and the Parenting Coordinator believes that further similar efforts are unlikely to be productive, or 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.
30. In the event that one party maintains that any issue is outside the mandate and/or scope of the Parenting Coordinator's authority as stipulated in paragraphs 2 and 9 of this Agreement, the PC will make a determination in the matter after considering the submissions of each parent.
31. If arbitration is deemed necessary for any issue, the Parenting Coordinator will advise the parents of such in writing, along with the time and place of the arbitration hearing and/or the timeline for submissions. The arbitration may proceed as notified if one parent fails to appear at the previously designated time and place, fails to provide his/her submissions in the time provided, and/or does not provide a sufficient retainer as agreed to in herein.
32. All communication during the arbitration phase, be it by conference call, email, fax, or meeting, will include the Parenting Coordinator and both parents. 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 timeline determined by the PC and previously indicated to the parents in writing. Time-sensitive issues will require a shorter timeline as determined by the PC.
33. In the role of decision-maker as Arbitrator (see 12b), the Parenting Coordinator may rely upon any information received, including the PC's written records of attempts to resolve the issues up until that time. Notwithstanding the information gathered by the PC, the parents shall each provide a full submission, either verbally or in writing, without assuming that any prior information they provided will be taken into account in the decision-making process.
34. Prior to rendering a decision and in time for the parties to respond, the Parenting Coordinator shall summarize for the parents the information received from third parties. The parties specifically waive their rights under 26(3) of the *Arbitration Act* for the purpose of paragraphs 16(b), 22, 23 and 24.

**PARENTING COORDINATION AGREEMENT**

35. The parties agree that they may not be privy to information received from the children and relied upon by the Parenting Coordinator, and that disclosure of same to them by the PC shall only be made with the consent of the children or at the PC's discretion. Each parent, by signing this agreement, acknowledges that he/she has been advised that exercising such discretion may not satisfy the requirements of the *Arbitration Act*, but agrees that this would be in the child(ren)'s best interests. Each waives his/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 an argument.
36. The parties agree that if arbitration is sought by either party, or if issues of law arise when in the process of arbitration, John A. Butt or his designate, in her/his sole discretion, may obtain independent legal advice to assist in the determination of those issues. The parties shall have access to any representations or opinions provided by such counsel. The cost of such counsel shall be borne equally by the parties initially and thereafter be subject to reapportionment by the Parenting Coordinator.
37. The Parenting Coordinator's award shall be final and binding upon the parents and shall be incorporated in a Consent Order of the Ontario Superior court of Justice (or the Superior Court of Justice, Family Court or Ontario Court of Justice).
38. From time to time, given the exigencies of circumstances and time, it may be necessary to have a summary disposition of a parental issue in order to accommodate both parents and promote the best interests of the children. At such times, paragraph 32 of this Agreement as it applies to time-sensitive issues will be satisfied. Accordingly, the parties accept and acknowledge that the Parenting Coordinator in such circumstances has the authority to make a summary disposition of an issue within the parameters of the Agreement, hearing briefly from both parties in such a manner that the PC deems appropriate.

Expert Evidence

39. The parties give the Parenting Coordinator 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.
40. The parents may attend the arbitration with or without counsel. If they choose to attend without counsel, they waive their right to do so.
41. There will be no recording of the proceedings by a reporter unless the Parenting Coordinator or either parent requests it. (*Check the box that applies*)

The parties do not wish to have a reporter present at the arbitration of any issue and waive the right to have a transcript of the proceedings.

**PARENTING COORDINATION AGREEMENT**

The parties wish to have a reporter present at the arbitration. The parties shall pay all amounts for the cost of the reporter as directed by the PC.

42. The Parenting Coordinator will, as soon as possible and no more than 30 days after hearing the arbitration, render an award in writing that will be delivered to the parents and counsel by fax or email transmission. The PC may provide an oral decision to both parents in a meeting or conference call prior to releasing the written decision.

**REPORTING CHILD ABUSE AND RISK OF HARM**

43. The Parenting Coordinator 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 any reasonable suspicion that a child may be in danger of harm and/or abuse.
44. The Parenting Coordinator is obliged to notify the proper authorities of any “reasonable suspicion” that a client may harm him/herself or the other parent.

**REVIEWS & APPEAL**

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

**WAIVER OF RIGHT TO LITIGATE IN COURTS**

46. By submitting to arbitration of the issues designated in paragraphs 2 and 7 above, the parents hereby waive any right to further litigate those issues in court, whether pursuant to the *Family Law Act*, R.S.O. 1990, c.F.3, as amended, the *Divorce Act*, R.S.C. 1991, c D-3.4 (2<sup>nd</sup> Supp.), as amended, or any other statute or law.

**FEES**

47. The fee for parenting coordination is \$180.00 (one hundred and eighty dollars) per hour plus HST. Fees are applied to all time expended in any and all professional activities, including administrative matters, associated with and/or arising from the parenting coordination process. This includes time spent reviewing documents and correspondence,



**PARENTING COORDINATION AGREEMENT**

voice-mail and email, 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 services are initially requested and the file is opened. This also includes disbursements paid to collateral sources for verbal and/or written reports and agency/hospital reports. Fees will be applied to time required for deliberation and writing of memos and arbitrated decisions. Fees for testifying in court, preparation time for testifying and related travel time shall be paid for by the party who calls the Parenting Coordinator to testify. Court-related fees (i.e., preparation time, attendance and travel) shall be obtained by way of retainer in advance of any services rendered.

48. As there is considerable cost incurred in opening a file and ongoing scheduling issues with both parents and collateral sources as required, a non-refundable administrative fee of \$750.00 (seven hundred and fifty dollars), payable equally by each parent or in accordance with the proportions to which they have agreed, will be applied if the referral is accepted. There will be no subsequent charges for time spent by the Parenting Coordinator and/or administrative assistant in connection with setting up the process and ongoing scheduling.
49. Record-keeping requirements make it necessary to log and make a record of each and every email, telephone call and/or message. For this reason, a minimum fee (.1 hour, or 6 minutes) may be charged for each telephone and email contact. These charges will not apply to brief contacts about scheduling.
50. Subject to the terms of paragraphs 36 and 54, the parents shall share fees equally, unless indicated otherwise. Each parent shall provide an initial retainer of \$1,800.00 (one thousand and eight hundred dollars). Parties shall be advised in advance when a further retainer of \$1,800.00 (one thousand and eighty hundred dollars) is required. A minimum retainer (security deposit) of \$360.00 (two hours) per parent shall be maintained in the account at all times, to be returned, less any balance owing by either party, at the end of the Parenting Coordinator's tenure. *If the above terms are not satisfied, John A. Butt will postpone all services until the retainer terms are met.* Non-payment of fees shall be considered grounds for the resignation of the PC, with notice of intention to resign first given to the parties and then either parent allowed a reasonable period of time to obtain a court order requiring this payment before resigning the Agreement. In the period after the notice is given, John A. Butt need not provide any services to the parents until the retainer is fully maintained.
51. If one of the parties fails to provide his/her fees as set out above, the parenting coordination may proceed and the fees for same may be paid by the other party. Such an arrangement shall not be deemed to affect the ability of the Parenting Coordinator to perform the arbitration function for the duration of the contract. Any such payment may be enforced in court by the overpaying party, and an award of costs may be made. This award will take into account the retainer that has been paid and make the necessary adjustments.

**PARENTING COORDINATION AGREEMENT**

52. Regular statements of account, detailing dates, services, time spent and hourly rate, will be provided by the Parenting Coordinator. Insurance policies vary, and the parents' insurance companies may not cover all of the services provided by the PC. If an additional statement is required for insurance purposes, an administrative fee will be charged. The PC will not bill third-parties directly for his services. The parties shall be responsible for paying the PC directly in accordance with the terms of this agreement and seeking reimbursement from third-parties or insurance companies as applicable.
53. A client will be billed one hourly fee for an appointment cancelled with less than 24 (twenty-four) business hours' notice, except for an appointment scheduled for 8 a.m. and/or after 4 p.m., in which case 48 (forty-eight) business hours' notice is required prior to cancellation. A client will be responsible for bills arising from cancellations with insufficient notice and/or failure to attend a scheduled appointment.
54. Notwithstanding the terms of this Agreement with respect to payment for services as stated above, the Parenting Coordinator may modify this allocation if it is found that one parent is using the services disproportionately and, as a result, is causing the other parent greater expense. In addition, either parent may request that the fees be reallocated at any time during the PC's tenure. Any decision will follow the same process as that required for the arbitration function of the parenting coordination.
55. In addition to reallocating fees, the Parenting Coordinator shall have the authority to impose an award of costs if required to arbitrate any issue. In addition to an award of costs, the PC shall have the authority to require that one party reimburse the other for any costs related to an award, any expenses he/she may have suffered as a result of any breach of the Parenting Plan, and/or any breach of an arbitral award of the PC.

For example, if one parent incurs additional daycare expenses as a result of the other parent's failure to pick up the child(ren) on time, then the Parenting Coordinator shall have the authority to require that parent to compensate the parent who incurred the expense. Or, for example, if one parent has to cancel a scheduled, prepaid trip for the child(ren) as a result of the other parent's defaulting on any terms of the Agreement or the breach of an arbitral award (e.g., delivery of the notarized permission letter), then the defaulting parent shall reimburse the other parent for any loss/expenses occasioned by the default or breach.

**GRIEVANCES**

56. If either parent has a grievance about the way the Parenting Coordinator is dealing with him/her or any issue, he/she (with their lawyer if so desired) 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 grievance has been dealt with satisfactorily, then he/she shall submit a written letter detailing the grievance to the PC, the other parent and any lawyers

**PARENTING COORDINATION AGREEMENT**

representing the parents and/or child(ren). The PC shall provide a written response to the parents and lawyers within twenty (20) days.

57. The Parenting Coordinator will then meet with the complaining parent and his/her lawyer to further discuss the matter.
58. If the grievance is not resolved after this meeting, the complaining party may file with the court a motion on notice to the other parent to remove the Parenting Coordinator 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.
59. The court shall determine if the Parenting Coordinator should be replaced, and shall determine the party or parties responsible for any portions of the costs of the PC's time and expenses spent in responding to the grievance, along with the PC's legal fees, if any.
60. An award shall be implemented and adhered to during the time the grievance process is in effect. Either party may apply to the court to obtain a consent court order implementing or interpreting the terms of the Parenting Coordinator's awards (via Form 14C).
61. Neither party shall complain about the Parenting Coordinator to the PC's licensing board without also complying with the above-noted grievance procedure.

**TERMINATION OR WITHDRAWAL FROM PARENTING COORDINATION**

62. The Parenting Coordinator's mandate terminates when:
  - a. the term of service in the Agreement expires;
  - b. the PC resigns or dies;
  - c. the parties agree to terminate the Agreement in accordance with paragraph 14 of the Agreement; or
  - d. the court removes the PC.
63. The Parenting Coordinator's resignation or the parties' agreement to terminate the PC's mandate does not imply acceptance of the validity of any reason advanced for challenging or removing her/him.

**WAIVER OF PARENTING COORDINATOR'S LIABILITY**

64. The parties waive any claim or right of action against the Parenting Coordinator for any matters arising out of the in-good-faith functions performed by the PC under this Agreement.

PARENTING COORDINATION AGREEMENT

**INDEPENDENT LEGAL ADVICE**

I \_\_\_\_\_ (*print name of party*), confirm that I have received independent legal advice and have attached to this agreement a copy of the Certificate of Independent Legal Advice provided to me under subsection 59.6(2) of the *Family Law Act*.

\_\_\_\_\_ (*Signature of party*)

I \_\_\_\_\_ (*print name of party*), 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 party*)

**TO EVIDENCE THEIR AGREEMENT, FATHER AND MOTHER HAVE SIGNED THIS AGREEMENT BEFORE A WITNESS. CERTIFICATES OF INDEPENDENT LEGAL ADVICE (as authored by Counsel) ARE ATTACHED.**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Father

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mother

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

\_\_\_\_\_  
Witness

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

**PARENTING COORDINATION AGREEMENT**

**DECLARATIONS OF THE PARENTING COORDINATOR/ABRITRATOR**

I, John A. Butt, confirm the following matters:

(a) I will treat the parties equally and fairly in the arbitration, as subsection 19(1) of the *Act* requires.

(b) I have received appropriate training approved by the Attorney General.

*Check either (c) or (d):*

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

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

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John A. Butt, B.A., M.Sc., Reg'd MFT  
Parent Coordinator