

MEDIATION CONTRACT
Adapted to the conditions of COVID-19

I, _____, understand that the purpose of family mediation is to facilitate the discussion of parents who are separated-divorced and provide them with an opportunity arrive at a mediated agreement regarding custody, parenting time/schedule, and other issues related to the parenting of their child(ren) according to the Ontario Family Court Laws.

1. I consent to discuss the following issues in mediation, but not limited to:

Issues to be mediated	Please mark yes or no
Decision-making regarding our child(ren) <ul style="list-style-type: none"> • Physical and mental health, dental, optometry • Education (schooling, daycare and tutoring) • Religious education, rituals and celebrations 	
Choice of school, immersion, Catholic vs. Public, private vs. public	
Establishing rules of communication and guidelines	
Establishing structure and rules re: child(ren)'s appointments <ul style="list-style-type: none"> • Annual doctor's appointments • Annual or bi-annual dental appointments • Orthodontic appointments • Psychological or psycho-educational evaluations • Psychologist, psychiatrist, therapists, etc. • Treatment decisions (e.g., ADHD) 	
Parenting time and schedule <ul style="list-style-type: none"> • School year • Summer period • Holiday periods • Travel in and outside of Canada • PD days, sick days, snow days 	
Children's activities <ul style="list-style-type: none"> • Determining which activities/sports to register • Establishing a maximum cost for activities • Transportation responsibilities • Sharing of costs 	

Transportation of children and exchanges <ul style="list-style-type: none"> • Parent responsibilities for pick-up and drop-offs • Location of parent exchanges • Rules for parent exchange of children 	
Other issues you wish to mediate (please note): <ul style="list-style-type: none"> • _____ • _____ • _____ 	

2. **Retainer:** In order to start the mediation process, the initial retainer fee for the family is **\$1,500 (or \$750 each)**, which covers the following:
 - a. Administrative work for file preparation, setting up and reviewing parent intake questionnaires/documents sent
 - b. Parent communication
 - c. Each parent's intake interview; and
 - d. Three-hour mediation session

3. **Costs:** The Mediator's work is charged at a rate of \$195 per hour plus HST. Any additional sessions or other work including but not limited to time spent preparing for mediation, reviewing documents, speaking with counsel, telephone calls with either party, the preparation of the Summary of Mediated Agreement or any other reports shall be charged at an hourly rate of \$195 and will be equally billed to both parties. Parents shall be sent a detailed invoice for all work completed.

4. **Method of Payment:** Parents may send their retainers and subsequent payments by e-transfer to cbourgeois@chantalbourgeois.ca.

5. **Process**
 - a. Upon receiving the retainers and contracts for both parents, each parent will be asked to complete an intake questionnaire prior to their individual parent intake interview. Please ensure this is submitted at least one day prior to the interview in order to allow enough time for review.
 - b. Each parent will have an individual virtual intake interview (approximately 1 hour) to review the present family situation and their concerns.
 - c. The mediation sessions are typically booked in three-hour segments to maximize progress and efficiency. Subsequent sessions may be shortened based on the need of the family.
 - d. The mediation agreement will be a working document that will be developed as the sessions progress and parents will review and approve before being finalized.

6. I agree that mediation sessions will include (please check):

Both parents without lawyers in attendance _____

Lawyer assisted mediation (both parents present with their counsel) _____

7. Virtual Interviews: During the COVID-19 pandemic, the parent intake interviews, and the mediation will occur virtually. Parents will need to have access to a cell phone or, ideally, a computer with a camera and microphone. They will also need internet/data. Parents will be sent an invite by email containing a link that they will need to download on their cell phone or computer. You encouraged to do so well before the actual meeting time. Parents commit to being in a private location without other family members or children present who may overhear the conversation. These interviews should never be recorded. Certain documents will be sent to you via email, which you may print or look at electronically.
8. Shuttle mediation: I understand that shuttle mediation may be used, therefore clients (and their counsel) may be separated in different (virtual) rooms to facilitate discussions, which may require disconnection and reconnection to the (virtual) mediation meeting.
9. COVID-19 Context: As the public health situation evolves, there may be an opportunity to meet in person in the future. Depending on the situation at the time, participants may be required to wear masks and to maintain a safe distance of 6 feet away. Ms. Bourgeois has an infrared thermometer, which also may be used to check both participant's temperatures (including herself) at the onset of each face-to-face meeting. The parent(s) and Ms. Bourgeois waive any liability in the event of any participant inadvertently becoming ill subsequent to any direct interaction.
10. If deemed relevant, Ms. Bourgeois may ask to include counsel, children, stepchildren, or any other significant third party in the mediation process with the consent of the involved parent(s).
11. I commit to remaining respectful during the discussions and negotiations. Verbal or physical intimidation will not be tolerated.
12. With the help of the Mediator, I agree to proactively work and collaborate toward solutions that are in the best interest of my child(ren). I understand that the child(ren)'s best interests may be different from my own.
13. I acknowledge that the Mediator is an impartial third party who does not represent either party's interests. The role of the Mediator is to help the parties negotiate a voluntary settlement of custody and parenting schedule issues, which is based on a full disclosure by each parent. The Mediator will at all times promote a settlement which is in the best interest of the child(ren), as distinct from their own needs and desires.
14. I agree to honestly and fully disclose all pertinent information requested and to produce any documents necessary to arrive at a fair and equitable agreement.
15. I agree not to audio or video record any mediation sessions.

16. I accept that the Mediator cannot be called as a witness in court concerning the contents of the discussions in mediation. I hereby renounce our right to subpoena the Mediator to court in the eventuality of the matter legally progressing to the court system.
17. I accept that the content of the mediation session(s) is strictly confidential and cannot be disclosed as the object of legal proof in court, unless both parties mutually agree to otherwise.
18. I acknowledge that the Mediator will not give any legal advice with respect to their individual rights, obligations and entitlements under the laws of Ontario or any other jurisdiction.
19. I accept that that I have been strongly encouraged to seek independent legal advice regarding my legal rights and any mediated agreement reached.
20. Upon consent from both parties, the Mediator will have the right to obtain collateral information from third party sources, such as therapist, child protection agency, teachers, and physicians if deemed necessary for the mediation process.
21. Once there is an agreement between both parties, a Summary of Mediated Agreements will be prepared and may form the basis of any judgment in any subsequent legal proceeding. I understand, however, that the written agreement provided at the end of mediation is not the same as an executable court order. It is preferable to obtain independent legal advice prior to signing the agreement or presenting it at court.

I agree to the terms and conditions of this document. Signed in _____ on the ____ day of _____ 2021.

Parent Name – Printed

Parent Signature

Chantal Bourgeois, B.S.W., M.S.W., R.S.W., Acc. Family Mediator

Parent Contact Information:

Street and Apt _____
City _____
Postal Code _____
Email: _____
Preferred telephone number(s) to be contacted: _____

Your Lawyer's Contact Information: Are you self-represented? YES NO

Name of Lawyer: _____
Firm: _____
Street: _____
City: _____
Postal Code: _____
Email: _____
Telephone: _____ Fax: _____

Name of the other parent: _____
Email of the other parent: _____
Tel. number of the other parent: _____
Is there a non-contact order in place preventing contact between both parents? NO YES, When does it expire? _____
Does the child(ren) have contact with this parent? NO YES, If so, where does it occur (home, community or supervised access center)? _____

Children's Information

Child 1 Name: _____ **Date of Birth:** _____

Grade: _____ **Name School:** _____

Please note whether your child has any special needs (medical, mental health, school):

Child 2 Name: _____ **Date of Birth:** _____

Grade: _____ **Name School:** _____

Please note whether your child has any special needs (medical, mental health, school):

Child 3 Name: _____ **Date of Birth:** _____

Grade: _____ **Name School:** _____

Please note whether your child has any special needs (medical, mental health, school):