

## MEDIATION CONTRACT

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 decision-making, parenting time/schedule, and other issues related to 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 (aka custody) regarding the child(ren) <ul style="list-style-type: none"> <li>Physical and mental health</li> <li>Education (schooling, daycare and tutoring)</li> <li>Religious education, rituals and celebrations</li> <li>Language and culture</li> <li>Extracurricular activities and sports</li> </ul>	
Establishing communication guidelines and rules	
Establishing structure and rules re: child(ren)'s appointments <ul style="list-style-type: none"> <li>Annual doctor's appointments</li> <li>Annual or bi-annual dental appointments</li> <li>Orthodontic appointments</li> <li>Psychological or psycho-educational evaluations</li> <li>Psychologist, psychiatrist or therapist</li> </ul>	
Parenting time and schedule <ul style="list-style-type: none"> <li>School year</li> <li>Summer period</li> <li>Holiday periods</li> <li>Travel</li> <li>PD days, sick days, snow days</li> </ul>	
I wish to have my child(ren) interviewed to seek his/her experiences, views and experiences <ul style="list-style-type: none"> <li>Please circle whether you prefer a virtual or in-person meeting with your child(ren)</li> </ul> <i>NB: Interviewing your child(ren) will require consent of both parents</i>	
Children's extracurricular activities, sports, etc. <ul style="list-style-type: none"> <li>Determining which activities/sports to register</li> <li>Establishing a maximum cost for activities</li> <li>Transportation responsibilities</li> <li>Sharing of Section 7 expenses</li> </ul>	

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

2. **Retainer:** In order to start the child informed 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;
  - d. Three-hour mediation session with both parents
3. **Costs:** The Mediator's work is charged at a rate of \$225 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 \$225 and will be equally billed to both parties. Parents shall be sent a detailed invoice for all work completed.
4. **Travel Time and Mileage (if travelling for child(ren)'s interviews):** In order to simplify travel fees, they are combined at set rates depending on your location. Below is the set amount by region per trip:

Ottawa region: \$150	Stormont, Dundas, and Glengarry: \$75
Prescott-Russell region: \$75	Leeds and Grenville: \$200
5. **Method of Payment:** Parents may send their retainers and subsequent payments by e-transfer to [cbourgeois@chantalbourgeois.ca](mailto:cbourgeois@chantalbourgeois.ca).
6. **Process**
  - a. **Intake Form:** Upon receiving the retainers and contracts for both parents, each parent will be asked to complete an intake questionnaire prior to their individual intake interview. Please ensure this is submitted at least one day prior to the interview in order to allow enough time for review.
  - b. **Intake Interview:** Each parent will have an individual virtual intake interview (approximately 1 hour) to review the present family situation and their concerns.
  - c. **Initial Mediation Session:** The initial session is booked in a three-hour segment to maximize progress and efficiency.
  - d. **Subsequent Mediation Session:** Follow-up sessions may be shortened based on the need of the family.
  - e. **Child(ren) interview (if obtaining consent from both parents):** If both the mediator and parents agree that it would be beneficial to interview your child(ren) to obtain their views and preferences, they will be interviewed individually and privately in person at school or a parent's home. Parents are expected to give their child(ren) complete privacy during the interview. The contents of the child(ren) interview is open to disclosure to parents but will not be summarized in writing. It therefore cannot be used outside of session for court purposes.

Parents shall commit to not pressuring their child(ren) in advance of the meeting and shall not question their child(ren) on their responses following the meeting. The child(ren) should be thanked for being open and honest and reassured that they do not have to worry about hurting either parent's feelings.

- f. Further interviews with the child(ren), upon consent of both parents: In some cases, especially when an interim schedule is implemented, follow-up interviews with the child(ren) will be conducted to assess how they are adapting and enjoying the parenting schedule.
- g. Follow-up mediation sessions: After each interview with the child(ren), a mediation session with both parents shall be conducted to discuss your child(ren)'s experiences, views and preferences in the current family situation.
- h. Mediated Agreement: 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. They are encouraged to seek legal advice before accepting the final agreement that will be signed by Ms. Bourgeois.

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

Both parents without lawyers in attendance \_\_\_\_\_

Lawyer assisted mediation (both parents present with their counsel) \_\_\_\_\_

8. At this time, the parent intake interviews, and the mediation will occur virtually. However, in person mediation may be preferable and can be arranged for lawyer-assisted mediation.

- a. Electronics: 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.
- b. Virtual interview connection link: 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.
- c. Privacy: 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.
- d. Documents: Certain documents will be sent to you via email, which you may print or look at electronically.

9. I understand that shuttle mediation/individual caucus meetings 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.

10. If deemed relevant, the Mediator will have the right to include counsel or other significant third party in the mediation process with the consent of the involved parent(s).

11. 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.

12. I commit to remaining respectful during the discussions and negotiations. Verbal or physical intimidation will not be tolerated.

13. With the help of the Mediator, I agree to proactively work and collaborate toward solutions that are in the best interest of my children. I understand that the children's best interests may be different from my own.
14. 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 decision-making and parenting time 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 children, as distinct from their own needs and desires.
15. 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.
16. I agree not to audio or video record any mediation sessions.
17. 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.
18. I accept that the content of the intake meetings, mediation session(s) and interviews with the children and collaterals are strictly confidential and cannot be disclosed as the object of legal proof in court. This can only be waived if both parties agree and sign a written consent to provide open disclosure. Waiving of confidentiality for the child will require the child's separate consent.
19. 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.
20. I accept that that I have been strongly encouraged to seek independent legal advice regarding my legal rights and any mediated agreement reached.
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 \_\_\_\_\_ 2023.

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**Parent Name – Printed**

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**Parent Signature**

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

**Parent Contact Information:**

Preferred pronoun (He/She/They): \_\_\_\_\_

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: \_\_\_\_\_

**Other Parent's Contact Information:**

Name of other parent: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Email: \_\_\_\_\_

**Children's Information**

**Child (1) Name:** \_\_\_\_\_ **Preferred pronoun (He/She/They):** \_\_\_\_\_

Date of Birth (month/day/year): \_\_\_\_\_

Grade: \_\_\_\_\_ Name School: \_\_\_\_\_

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

\_\_\_\_\_

**Child (2) Name:** \_\_\_\_\_ **Preferred pronoun (He/She/They):** \_\_\_\_\_

Date of Birth (month/day/year): \_\_\_\_\_

Grade: \_\_\_\_\_ Name School: \_\_\_\_\_

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

\_\_\_\_\_

**Child (3) Name:** \_\_\_\_\_ **Preferred pronoun (He/She/They):** \_\_\_\_\_

**Date of Birth (month/day/year):** \_\_\_\_\_

**Grade:** \_\_\_\_\_ **Name School:** \_\_\_\_\_

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

\_\_\_\_\_

**Child (4) Name:** \_\_\_\_\_ **Preferred pronoun (He/She/They):** \_\_\_\_\_

**Date of Birth (month/day/year):** \_\_\_\_\_

**Grade:** \_\_\_\_\_ **Name School:** \_\_\_\_\_

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

\_\_\_\_\_