

Superior Court of Justice, Family Court

(Name of Court)

at **161 Elgin Street, Ottawa, Ontario K2P 2K1**

(Court office address)

Interim Parenting Agreement**Applicant(s)**

Full legal name & address for service — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Jonathan William Kiska
 1244 Lampman Cr
 Ottawa, ON
 K2P 1P8

This Exhibit 'S' referred to in the Affidavit of Deirdre Moore

Sworn before me at the City of Ottawa, this
 17 day of April, 2018.

[Signature]
 A Commissioner for taking affidavits

Lawyer's name & address — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Wade Smith
Bell Baker LLP
 700-116 Lisgar Street
 Ottawa, Ontario K2P 0C2

Tel: (613) 237-3444

Fax: (613) 237-1413

Respondent(s)

Full legal name & address for service — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Deirdre Moore
 1244 Lampman Cr
 Ottawa, ON
 K2P 1P8

Lawyer's name & address — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Michele D. Blais
Victor Ages Vallance
 112 Lisgar Street
 Ottawa, Ontario K2P 0C2

Tel: 613-238-8954

Fax: 613-238-8949

INTERIM PARENTING AGREEMENT

The parties attended counsel-assisted mediation with Carol Bartels on December 13, 2016 and have agreed to the following terms:

CUSTODY:

- The parties shall have interim joint custody of the children, namely, Sean Kiska, born May 8, 2006, and Cate Kiska, born November 30, 2007, and shall make important decisions involving the children in joint consultation with each other.
- The parties agree that important decisions include decisions about the children's:
 - Non-emergency health care;
 - Education;
 - Religion;
 - Extra-curricular activities in which the parties agree to enrol the children in; and
 - Appearance changes such as body piercing, cosmetic surgery and tattoos.
- The parent residing with the children at the relevant time will make day-to-day decisions affecting the children's welfare. In the event of illness the parent residing with the children at the relevant time shall keep the other party fully informed, by e-mail or telephone, of any treatments, and/or medications administered or prescribed while the children are in his/her care.

PARENTING SCHEDULE:

W. K.
mi3

4. Commencing Monday, January 2, 2017, the children shall reside in the care of each parent on an equal basis on a two (2) week rotating basis on 2/2/3 parenting schedule as follows:

Week One

- a. The children to be in the Mother's care from the beginning of school (or 9 am if there is no school) on Monday until their return to school on Wednesday morning (at 9 am if there is no school) as well as alternate weekends from Friday after school (or 4 pm if there is no school) until their return to school on the Monday morning or 9 am if there is no school (to be extended to Tuesday morning in the event of a long weekend);
- b. The children to be in the Father's care from the beginning of school on Wednesday (or 9 am if there is no school) until the end of school on Friday (or 4 pm if there is no school).

Week Two

- a. The children to be in the Father's care from the beginning of school on Monday (or 9 am if there is no school) until their return to school on Wednesday morning (or 9 am if there is no school) as well as alternate weekends from Friday after school (or 4 pm if there is no school) until their return to school on the Monday morning or 9 am if there is no school (to be extended to Tuesday morning in the event of a long weekend);
- b. The children to be in the Mother's care from the beginning of school on Wednesday (or 9 am if there is no school) until the end of school on Friday (or 4 pm if there is no school).

Communication

5. The children may telephone either parent whenever she/he wishes. In addition, the residential parent will have the children initiate contact with the non-residential parent between 6:00 p.m. and 8:30 p.m. daily. The method of contact with the non-residential parent will alternate daily by using facetime one day and the regular phone the next day, and so on. The call or phone call will be for a maximum of 15 minutes.

Christmas/New Years

6. In 2016, the parties will spend Christmas with the children in the matrimonial home on December 24 and 25, and the morning of December 26, 2016. On the afternoon of December 26, 2016 commencing at 2 pm, the Father may have the children in his care to bring to his sister's for the evening and returning to the matrimonial home no later than noon on December 27, 2016.
7. The Mother and the children will spend December 27 (no later than noon) and Dec. 28 with her family in Morrisburg. Upon her return on the morning of the 29th, the Father shall have the care of the children on December 29 and 30th until the morning of December 31, 2016.
8. The parties will spend December 31st 2016 and January 1st together with the children in the matrimonial home with the regular 2-2-3 schedule commencing on January 2, 2017.
9. Except as otherwise mutually agreed to by the parties, in writing (email constitutes in writing), the above parenting schedule is the "fallback" schedule to be followed by the parties.

W. K.
MB JM

LIVING ARRANGEMENTS OF THE PARTIES:

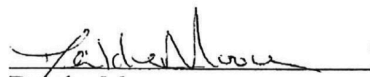
10. The Mother shall be moved out of the matrimonial home effective January 2, 2017. She will keep all of the chattels/furnishings in the kitchen save and except for the large appliances.
11. The Father will have exclusive possession of the matrimonial home effective January 2, 2017 and he will be solely responsible for all household related expenses including but not limited to the mortgage, the property taxes, the property insurance, utilities, internet, etc.
12. Notwithstanding paragraph 11 above, the Mother will be able to have access to the matrimonial home after January 2, 2017 in order to remove the rest of her personal belongings, chattels, etc. The Mother shall attend at the matrimonial home on a date and time to be mutually agreed upon by both parties, within a reasonable period. The Mother shall provide a list of the items prior to her attendance. If the parties cannot agree, the matter shall be returned to be resolved by ADR or the courts.
13. The parties agree that they will each co-sign a dividend cheque for each other in the amount of \$30,000.00 (for a total of \$60,000 combined) no later than January 2/17.


UPDATES REGARDING MOTHER'S MEDICAL CONDITION:


14. If the Father has concerns regarding the Mother's mental health, at his request, the Mother will submit to reporting to her family physician, Dr. Chow, for an evaluation and Dr. Chow will issue a report or make a recommendation as to what steps, if any, are required.
15. On a monthly basis at minimum or upon the request of either party, the children will be seen by therapist, Nadine Crowley (or if Ms. Crowley is not available, Janet Claridge) who may also recommend whether further measures need to be taken in the children's best interests. The cost of the children's visits with the therapist will be shared equally by the parties.
16. The Father and Mother:
 - i. Understand their respective rights and obligations under this agreement;
 - ii. Acknowledge that this agreement is fair and reasonable;
 - iii. Acknowledge that they are not under any undue influence or duress; and,
 - iv. Acknowledge that they are both signing this Agreement voluntarily.

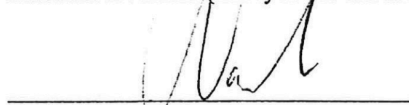
TO EVIDENCE THEIR AGREEMENT, DEIRDRE MOORE AND JONATHAN KISKA HAVE SIGNED THIS AGREEMENT BEFORE A WITNESS

Dated at Ottawa, this 13th day of December, 2016


Deirdre Moore


Jonathan William Kiska


Michèle D. Blais (Lawyer for mother)


Wade Smith (Lawyer for the father)