

Draft Proposition

Draft Agreement between
John Dunn & Barbara MacKinnon

RE: ss. 307 (5) *Corporations Act* Matter

Draft Version 1

February 2008

Draft by:
John Dunn

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February 27, 2008

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RE: *Draft Agreement* between John Dunn and Barbara MacKinnon

Introduction

This *Draft Agreement* consists of two distinct event-triggered phases which when agreed upon by both parties, finalized and successfully implemented on a continuous basis will eliminate the need to continue this prosecution or to pursue further prosecutions against you as per the discussion between your defense counsel and myself. The two event-triggered phases are shown below.

Phase I - Repairing and Improving Our Relations: Phase I of this *Draft Agreement* is triggered when we agree to meet in accordance with the finalized "Meeting Conditions" section of this *Draft Agreement*.

Phase II - Continuing Good Faith Dealings: Phase II of this *Draft Agreement* is triggered any time an issue is brought forward to the Society in a reasonable manner by or on behalf of John Dunn.

As there are two separate charges which have been laid in connection with the matter of my request for a list of the Society's members -- one charge against you individually and one separate charge against Ontario Corporation No. 37637 (the Society) -- this *Draft Agreement* relates only to the one charge against you individually and in no way relates to the charge against the Society. A separate *Draft Proposition* will deal with that matter and will be submitted to defense counsel.

It is my understanding from discussions I have had with your defense counsel that in your capacity as Executive Director of the Children's Aid Society of Ottawa you wish to enter into resolution discussions on a without prejudice basis in relation to the charge which has been laid against you of *authorizing, permitting or acquiescing to the Offence of failing to furnish a list of the Society's members as required under Corporations Act, R.S.O. 1990, c. C-38, ss. 307 (1)*.

I also understand from the afore mentioned discussions that it is your intent to engage in resolution discussions for the purpose of ensuring:

- a) that you can continue to *authorize, permit or acquiesce* to the Offence of failing to furnish a list of the Society's members with the goal of reaching an alternate, mutually satisfactory resolution which would justify the charge against you being dropped
- b) that I refrain from laying charges against you in the future

In response to paragraph **a)** above it is my belief that a resolution of this nature is possible if all parties act in good faith and that such a resolution will eliminate the need to pursue this matter any further through the court as it could lead to resolving the issues which ultimately lead to the offence being committed in the first place, therefore resulting in the charge against you being dropped.

In response to paragraph **b)** above, it is also my belief that Phase II of this *Draft Agreement*, once agreed upon, finalized and successfully implemented on a continuing basis will eliminate the need to lay charges against you in the future as long as all parties act in good faith.

Action Requested

Please review the *Draft Phase I* and *Phase II* sections on the following pages and feel free to collaborate with me on them so that we can finalize this *Draft Agreement* to our mutual satisfaction.

If we are unable to do so, unfortunately the charge will have to continue.

Sincerely,

John Dunn

PHASE I
Repairing and Improving Relations

Introduction:

Since it is both your intent and my intent to continue to advocate for improved quality and increased accountability in child-welfare services, it is needless to say that we will continue interacting with each other in the future to accomplish our goals. Therefore, it is necessary for us to begin moving in the direction of *repairing* and *improving* the respectively *damaged* and *unproductive* relationship between us.

We are aware of the fact that we both hold a mutual mistrust of each other due to our own perceptions of each others previous behaviour.

Keeping that in mind, as my first gesture of good faith toward you, I have agreed to enter into resolution discussions with you *at your request and to your benefit* as a means of demonstrating to you that I am serious about resolving our differences.

As my second gesture of good faith toward you, and as a step in the direction of reaching an alternate, mutually satisfactory resolution which would resolve the issues which lead to the charge being laid against you in the first place, therefore justifying my action of dropping the charge against you, I propose to you the following:

Proposition:

As a first gesture of good faith on your part, in return for my gestures of good faith toward you in this matter, I propose that you to invite me to meet with you in person in accordance with the conditions listed in the *Meeting Conditions* section of this document once finalized, so that we can discuss the issues which led to the charge being laid against you in the first place, begin *repairing* and *improving* the respectively *damaged* and *unproductive* relationship between us by treating each other in a civil manner and by engaging in discussion and answering each others questions in a mutually safe and comfortable location.

In order to start the ball rolling, I will admit that in the past, when I first become involved with the Society through my public awareness campaigns and other involvements which included acting as a support person for clients involved with the Society, I was not aware of, nor was I experienced in any other "proper channels" available to a citizen for addressing their concerns about child-welfare services with a Children's Aid Society. As an Ottawa citizen who has had direct experience as a foster child for sixteen years of my life and

who is concerned for the well-being of children and youth who are, or who have the potential to become involved with a Children's Aid Society at some time.

Although always legal and non-threatening, I **now** understand that my publicity campaigns did not have to be the *first* action taken in response to issues I was made aware of, it is just that at the time I did not know I had any other option, especially as a former Crown Ward who grew up in negative environments while in foster care, and who was always told that nobody is going to believe us teenagers over the upstanding members of the community that they were. Consequently, I felt the Society would simply not let me in to discuss any issues or if I did get lucky enough to meet with anyone at the Society, my concerns would simply fall on deaf ears.

Therefore, as part of our meeting, I undertake to engage in a discussion with you regarding your preferred methods for me to utilize when I have future concerns I feel need to be addressed, which when agreed upon, can become part of Phase II of this *Draft Agreement* so that I can advocate for changes in a more *productive* and *informed* manner without the animosity we have displayed toward each other in the past.

I feel it is important for you to know that I support the objects of the Society and that I feel the Society is a much needed organization in the community which is staffed and volunteered by many caring individuals who really do care about the rights and well-being of children and youth in care.

I am looking forward to hearing from you with respect to this proposition and remind you that I am open to further communication regarding the content of this *Draft Proposition* as this is only the first *Draft* and we have until May 08, 2008 to continue resolution discussions before deciding whether or not to drop if justified.

Reminder: Our Face-to-Face Meeting at City Hall

As an added measure of comfort to you, I would like remind you of the day we met face-to-face at City Hall when you left the Council Chambers after the City proclaimed Child Abuse Prevention Month and we greeted each other in a friendly, safe and professional manner, even when I was actively involved in the "past behaviour" referred to in this document as a way reminding you that you can feel safe in considering this proposition.

Meeting Conditions

The conditions of our meeting would be as follows.

1. You undertake to choose the municipal address as the location our meeting is to take place keeping in mind that the location would have to be accessible by OC Transpo; in the alternative, you will undertake to provide return transportation for me if I request it in the case that the location is not accessible by OC Transpo.
2. You can be accompanied by any number of persons of your choice and you undertake to properly identify and introduce them to me including:
 - a) their purpose for being there; and
 - b) their professional title/delegated position in relation to the meeting
3. If the meeting is to be recorded by any electronic device(s) on any form of medium, You undertake to inform me of the fact that any such electronic record is being made regardless of who has or intends to initiate the recording process so that I too can initiate my own recording of the meeting for my records. Otherwise, you undertake to ensure that no electronic recording of any kind shall be initiated by any person regardless of their location, including myself.
4. As the Society regularly utilizes rooms/locations which have two-way mirrors and other monitoring capabilities you undertake to ensure that the meeting is not to be held in any room/location which has a two-way mirror or any other means of monitoring the room/location unless I am notified of the monitoring capabilities of the room/location and I can then choose to remain in the room/location or relocate to a place of my choosing as mutually agreed upon by all persons present at the meeting
5. If any notes, minutes, or records in any form are made by any person in relation to the meeting at any time during or after the meeting you undertake to send a copy of such notes or minutes or records within 10 days of the date they were created by mail or e-mail to my contact information shown on the first page of this document.

6. You undertake to bring to the meeting the file and all records pertaining to me that the Society has in its care and control, including those which have been handed over to your defense counsel, so that we can discuss the records as part of our good faith resolution discussions and I undertake to:
 - a) review the files in a professional and non-reactive manner
 - b) append to the records any corrections or notes I feel are appropriate as these records will have a direct affect on my future dealings with the Society due to the fact that staff members and potentially volunteers of the Society who may review such files would become bias toward me when dealing with me therefore nullifying this agreement

7. You undertake to ensure that any corrections or notes which I appended to my file and related records as discussed in paragraph **b)** above, including a copy of this finalized agreement or a summary thereof as approved by me, is at all times attached to or placed at the foremost face of the file in plain sight in order to ensure that it is first seen by any person who obtains the file or related records.

8. Once we have completed our meeting where we have finalized **Phase II** of this *Draft Agreement* or in the alternative, have adjourned our meeting to another date or in the alternative arranged another method of doing so, and once we have done so, I undertake to drop the current charge against you as I believe doing so would then be justified and only then.

PHASE II
Continuing Good Faith Dealings

Introduction:

Phase II of this agreement is triggered any time an issue is brought forward to the Society in a reasonable manner by John Dunn or on behalf of John Dunn through any person representing the Foster Care Council of Canada.

As a third gesture of good faith on my part I undertake to follow a mutually agreed upon procedure if I am put in the position of having to consider laying charges against you in the future with the goal of resolving the issue prior to charges having to be laid. The mutually agreed upon procedure can be drafted together during our meeting as proposed in **Phase I**.

Future Charges:

In Canadian society when a person commits an Offence, they can be charged, convicted and given an appropriate sentence which would assist in deterring the offending behaviour both specifically in the case of that individual accused and generally to all individuals in the public interest.

The *Corporation's Act* contains provisions which are regulatory in nature for the purpose of preventing corporations and persons involved with them from harming the public through its actions or inactions.

It is my right as a Canadian citizen who resides in Ontario to lay charges against any person or corporation whom I have reasonable grounds to believe has committed an Offence. I would not expect that as an Executive Director of a Children's Aid Society, a public Officer who has been delegated authority to uphold the intent of the *Child and Family Services Act* by the Ministry of Children and Youth Services, and as a fellow Canadian citizen, that you would expect anyone to give up their rights and freedoms as guaranteed under the *Canadian Charter of Rights and Freedoms*. Therefore, I will not undertake never to lay charges against you in the future.

Having said that, I reiterate the fact that **Phase II** of this *Draft Agreement*, if followed in good faith by all parties should be of assistance in ensuring that no charges need to be laid in the future.

Sincerely

John Dunn