

SERVICE CONTRACT

BETWEEN: Durham Children's Aid Society

AND

Dolores Dukes

Which is specific to herself and her child:

Child (d.o.b. 2000)

This Service Contract is in response to the following information:

The Durham Children's Aid Society became involved with Dolores Dukes when a police report was received with respect to a domestic incident which occurred on September 29, 2006. The incident was reported to the police by Dolores after Michael @TMDILH attempted to run both Dolores and their daughter Child down with his truck.

Dolores Dukes was interviewed at her home. She reported a twenty year relationship with Michael @TMDILH. Dolores reported that he has been both verbally and physically abusive towards her for an extended period of time. She stated she had never reported this to the police prior to this incident. In April of this year, Dolores separated from Michael. Their daughter, Child has had access visits with Michael since the separation.

Dolores states that Michael abuses drugs, marijuana mostly. She reports daily use of the marijuana. Dolores reports that the friends he leaves the child with also abuse drugs and she is fearful of Child being in their homes. Dolores contacted the Durham Children's Aid Society in September of this year with concerns that when Child sleeps at Michael's house they share a bed and Michael apparently sleeps in the nude. She was advised at the time to obtain some counseling for Child.

Dolores advised that she currently has a restraining order against Michael for his past abuse of her. The current access arrangement is that they are to meet in a public

place. On September 29th, Michael arranged to drop Child off after an access visit. Dolores states that after he dropped Child off Michael left the area. Dolores and Child began walking home and noticed that Michael passed them twice on the road. She feared for their safety and turned around and returned to the area, went inside and called her friend Martin Weeks to come and pick them up.

When Martin arrived he began to escort Dolores and Child to his vehicle. Michael began driving towards them "barreling at a high rate of speed". Michael was also seen mounting curbs, doing burnouts

On September 30th Michael turned himself into the police and was charged. He is currently out on bail with conditions to have no contact with Dolores or Child

On October 3rd this worker contacted Michael and offered him an interview. He indicated he would contact his lawyer and confirm if this was advisable as he was currently charged and was pending a court trial. Michael was informed if the worker did not hear back from him she would assume he did not wish to speak to the Society. A letter was sent to Michael on October 14th requesting a return phone call to the Society to confirm his wish not to speak to the worker and to date, the worker has received no contact from him.

History of Involvement:

In June of 2005, a report was received with respect to Dolores being the victim of serious abuse by Michael. Further allegations were made concerning Michael's abuse of drugs. When Dolores was interviewed by the Society she did express concerns with the access to Michael however nothing specific was disclosed and the matter was considered to be about custody/access issues and the file was closed.

The following issues are of concern to the Society. Michael's alleged abuse has escalated from predominately verbal towards Dolores, to a potentially fatal occurrence where Michel directed his vehicle towards Dolores and Child. It has been reported that this incident was also video taped by Michael. Child reported to the worker that her father video tapes her and shows it to his friends. She also has reported in the past that she shares a bed with Michael while visiting him and that he sleeps in the nude. Due to the fact that Michael has not been interviewed and there is no way to confirm or deny these allegations, it was agreed that a Service Contract would be beneficial. The Society feel very strongly that a thorough investigation of Michael be completed prior to him resuming any access to

Ms. Dukes and the Society have agreed to enter into a contract for service, the particulars of which are as follows:

The Society agrees to provide the following services:

1. Coordinate referrals to community services as deemed necessary.
2. To conduct regular home visits, scheduled and unscheduled, to monitor the care that the child receives.
3. Liase with various service providers to ensure the services being provided are meeting the needs of the family.
4. An assessment of the safety of access visits by Child to Michael

Dolores Dukes agrees to:

1. Ms. Dukes shall return to Family Court to attend to the matter of access and pursue sole custody of Child with no access to Michael
2. Ms. Dukes shall cooperate fully with Children's Aid Society workers and other service providers.
3. Ms. Dukes shall sign any releases of information as deemed necessary as they pertain to the safety and well being of her child.
4. Ms. Dukes shall allow the worker and other service providers to observe the child at home or at the Society's office as requested on both a scheduled and unscheduled basis.
5. Ms. Dukes shall make all reasonable efforts to ensure that, so far as within her control, the child is not exposed directly or indirectly to violence or verbal abuse.
6. Ms. Dukes and Child shall attend counseling with respect to domestic violence and will follow-up on all recommendations made by the counselor.
7. Ms. Dukes shall contact the Society prior to any access given to Michael to Child
8. Ms. Dukes shall advise the Society of any change of address and/or telephone number 24 hours prior to any change being made.

The purpose of this contract is to assist in accessing proper supports to better enable Dolores' capacity in ensuring both the safety of herself and of her five year old daughter.

The Society agrees to provide the following services:

1. Coordinate referrals to community services as deemed necessary.
2. To conduct regular home visits, scheduled and unscheduled, to monitor the care that the child receives.
3. Liase with various service providers to ensure the services being provided are meeting the needs of the family.

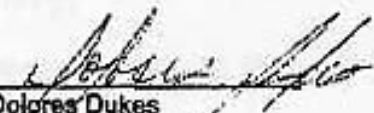
4. The undersigned of the Society of ...
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The services of this contract is available to ...

The parties herein acknowledge that failure to comply with the terms and/or spirit of cooperation of this contract will result in the contract being null and void. The Society retains the right to bring a protection application before the court if it is seen as a necessary step to provide for the protection of the child. This contract is for a six-month period.

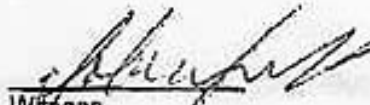
The parties acknowledge that they have had an opportunity to seek legal advice but notwithstanding this opportunity they are signing this contract, voluntarily and of their own free will.

Dated at Oshawa this 26 day of Oct, 2005


Dolores Dukes


Witness


Durham Children's Aid Society


Witness