

PARENTING COORDINATION POLICIES AND GUIDELINES (PCPAG §5)

Parents

Please review this agreement with counsel. Once you and your coparent have agreed upon the scope of authority granted to me (see paragraph 12) please let me know if there are any requested additions or deletions so that I may finalize this and the PCSA and distribute the same for signatures.

Thank you

Tony



Introduction & Philosophy

The Parenting Coordinator Service Agreement (PCSA) and this document (PSPAG) have been prepared to familiarize parents with and to memorialize the terms and limitations under which I am available to serve you in my role as Parenting Coordinator (PC) for the benefit of your children. It is important that both parents confirm their informed consent to participate in the PC process by initialing each page and signing both documents in the space provided below. Together these two documents and the Order or Judgement of Appointment shall constitute the entire agreement among us. *By initialing and signing these documents, each parent acknowledges that they have had the opportunity to contact me with any questions or if confusion existed, to consult with their coparenting partner (CPP), and/or with legal counsel as they saw fit.*

It is important to note that from time to time certain aspects of these Policies and Guidelines will be revised by me. In most instances these changes are made in service of clarity. Any time a revision in these Policies and Guidelines is made a copy of this document will be shared with you electronically for your review and signature. By signing this document, you confirm your understanding and agreement to abide by these Policies and Guidelines as written and revised and to sign any revision as a precondition of us continuing our work together.

Effective July 1, 2017 all PC work is governed by the terms of [Probate and Family Court Standing Order 1 - 17](#) (SO).

- 1. What is a PC?** The PC process is formalized by a Probate and Family Court in Standing Order (SO) 1 – 17. The role of a PC, which has long been recognized by the courts, is to serve as a dispute resolution professional working with parents on child-centered conflicts. This PC brings a hybrid set of skills - including Organization and Relationship Systems Coaching (ORSC™), mediation training, Parent Coordination certification, and many more than the requisite number of hours of specialty training than those set forth in SO 1 - 17, as well as legal training, experience, and life skills - who agrees to be available over a specific period of time to assist conflicted coparenting partners (CPP) to settle child related disagreements within the scope of their existing parenting plan and associated Court Orders or Judgements in the best interests of and out of the attention of their children. In this capacity, I see myself as a communication facilitator, educator, and problem solver for families. The process is fluid and dynamic, not static, so it is subject to morph and change in appearance, within the confines of the parenting plan and Court Orders or Judgements, subject to the needs and wishes of the CPP and always subject to our primary goals of isolating inter-parental conflict from the children and finding solutions to conflicts that serve the best interests and well-being of your children. ***Success is defined as transitioning from an intimate spousal relationship into the business-like relationship of coparenting and resolving differences without Court or PC involvement and with minimal, if any, impact on the children.***



2. The PC is empowered both by Court Order or Judgement, these agreements, and by your mutual consent to:
 - 2.1 Meet and communicate with parents individually and/or jointly
 - 2.2 Interview or observe the children
 - 2.3 Elicit relevant information from concerned others (e.g., individual therapists, teachers, physicians) and via direct observation or examination (e.g., visiting a proposed school) in order to assist the CPP to better understand and meet their children's needs

3. The CPP have agreed to voluntarily enter into this Agreement because of a desire to:
 - 3.1 De-escalate parental conflict
 - 3.2 Prioritize the children's best interests
 - 3.3 Promote the children's optimum adjustment
 - 3.4 Resolve issues/disputes in a time and cost efficient manner
 - 3.5 Benefit from the direction of a qualified professional
 - 3.6 Isolate their children from all parental disagreements
 - 3.7 Reduce the risk that parental conflict will result in short and long term developmental issues in their children

4. I am an attorney licensed to practice in Massachusetts, certified parenting coordinator, and certified professional and collaborative coach. I have received extensive training as a PC, relationship coach, and facilitative interest based mediator; and though I am trained as a GAL, I choose not operate in that capacity. My work across roles seeks to assist CPP to better understand and fulfill their children's needs. I like to say that while I work *with* you I work *for* your children. I welcome you to learn more about me by visiting my website at <http://www.tonypelusi.com>.

5. When serving in the hybrid role of PC, I will draw upon all of my skills, training, and experience as an attorney, professional coach, mediator, and parent. *I have not and will not serve as an attorney, G.A.L./custody evaluator, or a coach to any of the adults or the children singly or in combination.* When working with CPP I always maintain an eye towards educating them about ways to better communicate with each other, and with the ultimate goal of helping the parents resolve issues respectfully and efficiently on their own, without having to involve the PC. Given the stressful nature of the situations which requires a PC and the stresses associated with the coparenting process, it may be helpful for you to commence or continue in a coaching or outpatient therapeutic relationship with a licensed mental health professional of your choosing.

6. I will not keep secrets with or otherwise align myself with either parent. Matters discussed with one parent via any medium are subject to disclosure to the other parent, in my discretion, in keeping with our larger goal of facilitating constructive



child-centered communication and consistency. All information received by me during the PC process is subject to be used by me in rendering a recommendation or binding decision if asked to do so by either parent. It is not unusual, from time to time, for a PC to have individual conversations with one parent or the other; as this is an expected part of the process, charges for said conversations are properly attributed to both parents in the discretion of the PC.

In any instance in which I fear for an individual's safety, learn that a parent or parents intend to commit a felony, or have a reasonable suspicion that a child may be subject to maltreatment, abuse, or neglect I reserve the right to inform relevant authorities immediately and the Court. Should this occur, I would make every effort to alert you of this disclosure as soon as possible.

Policies and Guidelines

7. **Our communications:** We will begin the process with individual, face-to-face, one and one half (1 ½) hour meeting(s) in order to discuss how we will proceed during the course of this engagement, set certain ground rules and boundaries, identify areas of concern, and to the extent possible begin to agree upon the goals and outcomes you hope to achieve. After meeting with each parent individually, the initial joint meeting will take place. Here we will confirm communication protocols, discuss and decide upon consequences for non-compliance, and begin working on the agenda of "open concerns" that will have been drafted by each parent and shared with this PC and their CPP prior to the joint meeting. To the extent that we are unable to resolve all agenda items during this initial joint meeting we will schedule as many conference calls and/or meetings as are reasonably (in my sole discretion) needed to resolve open agenda items.

Prior to any conference call or meeting I will ask each parent to provide a proposed agenda. Agenda items are concrete, child-centered matters typically concerning:

- 7.1 Any disputes about parenting time within the parameters of the existing parenting plan, including but not limited to changes in the regular schedule, parental access for special occasions, holidays or vacations
- 7.2 Communication between the parents
- 7.3 Parenting practices, including transitions of the children
- 7.4 Any disputes regarding the child's activities, schooling, or medical issues
- 7.5 Future decision making (e.g. extracurricular activities, summer camp enrollment, vacation scheduling, etc.)
- 7.6 Subject to the terms of my appointment, any other child-related matter upon which you cannot agree and/or which you agree to submit to the PC

These agendas will guide the process of our conversations and meetings and each parent agrees to participate in the call or meeting prepared to discuss their proposed resolution and the rationale for their respective proposal with due consideration of their CPP's proposal.



If not before then certainly after these preliminary meetings, all parent communications with the PC will commence in writing via an [OurFamilyWizard](#) (OFW) email addressed to the PC with a cc: to the other parent. This and all electronic communication between the parents shall be done using OFW ***I will not entertain ex-parte communications initiated by either CPP apart from the other unless and until I approve a request for individual communication beforehand. In which case the other CPP will have received notice (of the subject matter) and the opportunity to be similarly heard as stated above. Note that in certain instances, I may choose to initiate communication with one parent only – in which case the other parent may or may not receive notice and a similar opportunity to be heard.***

Emails may be sent to the PC via OFW at any time by either parent so long as the other parent is cc'd. Appointments and/or telephone contacts, including individual and/or conference calls, with the PC may be scheduled at the request of either parent or at the request of the PC. All parties agree to make a good faith effort to be available when contacts are requested. The PC reserves the right to meet and/or communicate with each parent individually and/or jointly, any of the children, and/or any and all cooperating professionals individually or collectively, and any/all other persons with pertinent knowledge of the matter in question, as deemed appropriate by him. At times, I may engage in conversation with only one parent; this does not mean that they alone will be charged for the time. Especially if I determine that the conversation is in service of improving the coparenting relationship as a whole.

8. **Emergency circumstances:** PC's do not provide critical care; accordingly, I am not available to respond to emergencies. Please direct urgent health matters to the appropriate physician or seek emergency room service. Please direct any urgent mental health concern to the appropriate therapist. Our work together will be deliberate, proactive, and efficient. Accordingly, it is incumbent on both of you to be mindful of the timing when you raise an issue for consideration. As a general rule, each CPP should allow for a minimum of 72 hours (excluding vacations, weekends, and holidays) for the initial exchange period between them and thereafter sufficient time for the three of us to communicate about and attempt to resolve any conflicts. For this reason, it is always preferable to raise a matter of concern sooner rather than later. This process requires deliberation and a PC cannot serve your children competently without time to explore both parents' interests and consider the issue in dispute. In rare instances when the parents are unable to resolve a time-sensitive issue with one another, they may, via OFW, request the PC to call an immediate meeting or conference call to resolve the matter. This PC will do his best to accommodate such a request. Neither parent shall abuse the process of calling a time-sensitive meeting. If a parent is found to have abused this process, the PC may limit the number of time-sensitive meetings that parent may call and/or allocate all costs to one parent.



As you know I work as a solo practitioner and there are times during the years when I am away from the office and unavailable for periods of time up to two weeks. I always provide my clients with advance notice of the times when I will be unavailable. So, if you anticipate the need for my services at a particular time or concerning an upcoming matter it is incumbent upon you to provide as much notice as is possible under the circumstances.

9. **Record keeping:** I will maintain notes of our work in addition to printouts of selected electronic communications. OFW maintains a complete time stamped record of all interactions exchanged on the platform. I generally provide to both parents with a written summary of each conference call and/or meeting. Additionally, I will summarize in writing all agreements that the CPP reach together and add them to a document titled "Agreements" which will be posted in the MyFiles section of OFW. When you reach an agreement between yourselves (without my support) you agree to add it to the same document and promptly repost an updated copy of the Agreements document in the MyFiles section of OFW. This not only memorializes your agreement but also keeps me informed of important agreements you reach. In any instance when you are unable to agree and either or both of you request me to make a binding decision I will issue a written decision which is supported by a rationale (where appropriate) and includes each parent's proposed solution and rationale in support of the same. Each parent will receive a copy of the binding decision which will be posted in the MyFiles section of OFW as promptly as reasonably possible under the circumstances.

Except on rare occasions, when a binding decision is initially posted and identified as "Final", both parents are expected and invited to comment on the binding decision within the first 24 hours of it being posted in the MyFiles section of OFW. If neither parent responds within the allotted time the binding decision will be deemed final as written. If either or both parents provide input, the PC will consider the same and thereafter either issue a revised decision or confirm the original as written. In any event, each binding decision shall be effective immediately upon being posted in OFW unless otherwise noted.

Nothing herein shall limit the PC from reconsidering or amending any binding decision at any time.

At times, it might be necessary for the PC to make an oral binding decision. In situations such as this the oral binding decision is also effective immediately and will be reduced to writing as soon as is practicable under the circumstances.

10. **The sequence of co-parental decision-making:**

10.1 The parents understand and agree that it is in children's best interests when parents treat each other with respect and courtesy, to not engage in conflict in the presence of the children, and to refrain from discussion of CPP disagreements with the children. Accordingly, the first and best conflict resolution process occurs



directly between the CPP out of the presence of the children. Therefore, the parent who is first aware of an issue will alert their coparent to their concerns in a *non-accusing, non-violent, respectful manner*. Opinions are to be exchanged without hostility, concessions are to be offered in the interest of serving the children's needs (this is where NVC and BIFF become vital to success, more on that later) and a mutual decision will hopefully be reached. As noted above, any such agreements between CPP should be recorded in writing and posted in the Agreements document in MyFiles section of OFW.

10.2 No one can interfere with your right to consult with your legal counsel. I strongly encourage you to exercise this right as often as you deem necessary. I would further encourage you to consult with any adults whom you trust and rely upon, including your psychotherapist, pastoral counsel, or coach. Should such consultation or circumstance delay your response regarding an issue raised by your CPP, simply provide notice - a placeholder - and agree to postpone further discussion and/or a decision for a fixed and definite period (e.g., twenty-four to forty-eight hours).

10.3 If, after *two rounds* of exchanges between the parents (or if one parent neglects or refuses to respond to a message from the other in conformity with the time allotted in the Communication Protocol), a child-centered issue cannot be resolved in the manner set forth above, the next step is for either or both parents to bring the issue to my attention by adding me as a "cc:" on the email thread in OFW *with a specific request and asking me to help seek a resolution*. If I agree that the matter falls within my purview, I will ask that you each collect any additional relevant data, as needed, and ask that each parent propose a resolution with supporting rationale. Then, we will schedule a time or times for us to communicate individually or on a conference call, by email, or in person to discuss your respective proposals and interests, and we will try to reach a mediated solution. Only if and when this process fails, will it be my responsibility to then deliver an arbitrated binding decision.

10.4 In support of this process, I must ask that you instruct your attorneys to refrain from recommending or engaging in any other simultaneous and potentially conflicting resolution process. To do so creates a, "too many cooks in the kitchen" dilemma. While I will always encourage you to seek your attorney's advice, *by entering into this agreement you accept that the first forum in which unresolved child-centered issues are addressed will be through Parenting Coordination*. The PC shall afford each party a full and fair opportunity to be heard on these issues.

10.5 The PC process cannot occur in a vacuum. This means that I will exercise my discretion in speaking with concerned others. By inviting this broad dialogue, I intend to assure that I have as many relevant facts as possible available if and when a recommendation or binding decision is necessary. My personal philosophy concerning contact with your children is guided by substantial research which proves that children are much more likely to flourish both short term and long term



when they are isolated from parental conflict and not placed in situations that promote the possibility of them developing loyalty binds or split loyalties between their parents. Accordingly, it is important that we take every step we can to isolate your children from any conflict between you as much as possible. In simple terms this means that for me, interviewing children is a last resort; one that I rarely use when resolving CPP conflict. If child interviews become necessary, the purpose is to expand this PC's knowledge of each child's particular personality, needs and wishes, and to understand the child's views and needs separate and apart from their parents (i.e. from a child's individual perspective) instead of having their views and needs filtered through the conflicting prisms of each CPP perspective. ***For you, this means both parents agree to not involve their children in the details of the conflict with their coparent beyond stating something such as "We are having a conversation about this and will let you know what we decide when we do. Thank you for your input, it is important for us to know."***

10.6 On occasion this PC may notice certain issues or types of conduct that impede effective coparenting, at which point the PC may raise this issue for discussion and resolution without the request of either parent.

10.7 If and when any matter is brought to the Court's attention, I will decline to engage in any further discussion with either of you on that matter pending the Court's decision unless and until the Court instructs me to do otherwise or you mutually agree to reopen discussion; in which case, each of you agrees to instruct your attorney to suspend court involvement pending completion of our work together.

10.8 If there has been a substantial lapse of time since my prior involvement I may ask to talk with or meet with each of you individually and/or jointly (in my discretion) for a reasonable period of time commensurate with the lapse. My purpose is to catch up on matters that have transpired since we last communicated relevant to our work together and to begin to develop an understanding of the issue at hand. In such a case, it might prove helpful for you to provide me at that time with records of the children's well-being (e.g., school records and any other pertinent documents) in addition to any other pertinent document or information relating to the area of concern.

10.9 Further, in extremely rare situations it becomes necessary for this PC to receive, monitor, and/or edit electronic communication of either or both parents *before the communication has been sent to the other parent*. This is primarily due to an individual's inability or repeated unwillingness to adhere to the Communication Protocol. Should this situation manifest all time charges for monitoring and/or editing those communications shall be attributed solely and exclusively to the authoring parent.



11. Expense Sharing: One of the most prevalent areas of disagreement between clients is the division of costs for things like out of pocket medical expenses, athletic equipment, extracurricular activities for the children and the like. OFW has built in a simple solution called “Expense Log” that I require all of my clients to use. This feature permits either parent to request reimbursement and upload copies of receipts, making them available for review by their coparent. With an eye towards eliminating unnecessary conflict and efficiently reconciling these types of expenses every client who seeks reimbursement from their coparent shall make all requests via the Expense Log. This action will immediately post the request in the coparents Expense Log, this generates a system message to the other parent who then has the opportunity to approve or reject the expense.

Accordingly, the parents shall utilize the Expense features of the website to record all potentially reimbursable expenses. An electronic copy of the receipt for payment must be attached to each request or record. If a parent is not capable of posting a photograph or scan of a hard copy receipt, he or she shall mail a photocopy of the hard copy to their coparent by regular first class mail on the day that the expense is posted. Each parent shall preserve the original of any scanned or photographed receipt that is posted. Each parent shall have up to 10 days to respond to requests for reimbursements posted therein. **It is the obligation of each parent to visit the Expense Log no less frequently than each week and promptly upon receiving a system notification that a request has posted, to review all posted reimbursement requests, and to promptly either approve or reject each posted expense.** *Failure to approve or reject a posted expense request within 10 days of it being posted shall be deemed an automatic approval of the expense, an acknowledgment that the requested amount is due to ones CPP, and acceptance of the responsibility to adjust for said payment, in the amount requested and/or approved, within 30 days or when the next payment of money is exchanged.*

12. Scope: It is beyond the scope of my work as PC to mediate or arbitrate any matter which might contradict or substantially alter your parenting plan or an existing Court Order or Judgement. Most particularly I am prohibited from recommending changes of court-determined legal decision making authority or residential responsibility which impact child support. The PC may however recommend “temporary accommodations” to outstanding Court Orders or Judgments so long as the original intent of the Court Order or Judgment is duly accommodated.

Additionally, if both parents agree to explore a modification or a matter outside of the scope of this engagement I am generally willing to work with you to develop a mutually agreed upon proposal *which you and/or your attorneys must then present to the Court for its consideration pursuant to SO 1 -17 §8 in order for said agreement to be enforceable.*

As provided in SO 1 – 17 §7 here is a list of *permitted duties* of all PC’s:

12.1 assist the parties in amicably resolving disputes and in reaching agreements about the implementation of and compliance with the order regarding the child



or children in their care including, but not limited to, the following types of issues:

- (i) minor changes or clarifications of the existing parenting plan;
- (ii) exchanges of the child or children including date, time, place, means of and responsibilities for transportation;
- (iii) education or daycare including school choice, tutoring, summer school, before and after school care, participation in special education testing and programs, or other educational decisions;
- (iv) enrichment and extracurricular activities including camps and jobs;
- (v) the child or children's travel and passport arrangements;
- (vi) clothing, equipment, and personal possessions of the child or children;
- (vii) means of communication by a party with the child or children when they are not in that party's care;
- (viii) role of and contact with significant others and extended families;
- (ix) psychotherapy or other mental health care including substance abuse or mental health assessment or counseling for the child or children;
- (x) psychological testing or other assessments of the children;
- and
- (xi) religious observances and education.

12.2 educate the parties about making and implementing decisions that are in the best interest of the child or children;

12.3 assist the parties in developing guidelines for appropriate communication between them;

12.4 suggest resources to assist the parties; and

12.5 assist the parties, where appropriate, in identifying and addressing patterns of behavior and in developing parenting strategies to manage and reduce opportunities for conflict in order to reduce the impact of any conflict upon their child or children.

Required duties SO 1 -17 §8 include:

12.6 Whenever the parties come to an agreement with the assistance of the parenting coordinator that modifies an existing order or judgment, the parenting coordinator must inform the parties that the agreement is not enforceable unless it is submitted for approval and incorporated into an order or incorporated and merged into a judgment by the court.

And prohibited duties SO 1 – 17 §9 are:

12.7 A parenting coordinator may not:

- (a) except as permitted by SO 1 - 17 §10, communicate orally or in



writing with the court or any court personnel regarding the substance of the action;

- (b) testify in the action as an expert witness;
- (c) facilitate an agreement by the parties that would change legal custody from one party to the other or that would change the physical custody or parenting plan in a way that may result in a change of child support;
- (d) offer legal advice, representation, therapy or counseling;
- (e) delegate any portion of the parenting coordination process to anyone else, as the appointment is personal in nature; and
- (f) make any binding decisions for the parties without the parties' express written agreement that has been incorporated into an order or judgment.

13. **Consultation:** In certain instances, this PC, may determine it is helpful or necessary to have an assessment or evaluation performed on a parent and/or child(ren) and may request the same. Whenever possible, in the case of consultations, (and always in the case of requests for evaluation or assessment) I will alert you to any such need in advance. My time involved in such consultation will be charged as set forth in the accompanying PCSA. The consultant's fee, if any, will be clarified in advance in every instance possible and is the sole responsibility of the CPP. Unless an alternate payment plan is agreed to in advance between CPP and the consultant, separate funding (e.g., advance retainer) may be necessary prior to any such consultation. The CPP agree to promptly satisfy any such requirement directly with the consultant so as to not hinder or delay the resolution of the matter at hand. The PC is entitled to copies of the results of any and all reports, evaluations, or assessments performed at PC's request. *The cost for any and all services referenced herein are in addition to and excluded from the calculation of maximum expenditure required by SO 1 – 17 §5 (v).*

There is also a legitimate education aspect to this work, so when considering issue of the conflict dynamic of the CPP this PC will offer his honest assessment, suggestions, and may recommend that CPP avail themselves of collateral resources such as high conflict parenting classes, online or in person coparenting training, interpersonal violence awareness training, reunification, and/or substance abuse counseling, programs, or treatment, as he deems appropriate under the circumstances.

14. **Outcomes:** My goal is to facilitate the process by which CPP reach child-centered agreements and only when an impasse is reached to issue an arbitrated binding decision. In such circumstances, one party may feel vindicated and the other may feel aggrieved. ***Such grievances must be directed to my attention as stated below, may not be brought to the children's attention, and are not grounds for non-payment of fees for services rendered, or non-compliance with a binding decision.***



15. **Children's Best Interests:** Both parents agree to keep each other fully informed on matters related to the education, health and welfare of their children and to consult with each other about such major problems or decisions as may arise from time to time concerning the education, health and welfare of the children, to the end that your children will have the benefit of two caring, concerned, and engaged parents to the extent possible and reasonable in light of the circumstances. *Both parents acknowledge that the best interest of the children shall govern the making of any decisions relative to the children and that the desire or convenience of either parent shall be accorded lesser importance.* Each parent agrees to provide the other with a "transition email" as further detailed in the Communication Protocol, each and every time any or all of the children transition from the care of one parent to the other.
16. **Modification:** Neither this nor any contract can be expected to cover all the particulars that may arise in every situation. The CPP agree that the PC may need to establish new rules, protocols, policies, plans of action, and/or guidelines to fit their unique relationship as their work together proceeds. The fundamental principles governing all rules, protocols, policies and guidelines are:
- 16.1 Unhealthy conflict between the CPP will be isolated from the children and minimized.
 - 16.2 Decisions will be made in the best interests of the children.
 - 16.3 Similarly, the Court Order or Judgment and parenting plan that empowers the parents to engage in the PC process cannot be drafted in a manner such that it addresses each and every possible circumstance. Therefore, the parents agree that it is proper for the PC to make binding decisions that provide temporary accommodations to any of the above in appropriate circumstances. In each instance where a temporary accommodation is made to meet the needs of one CPP the PC will use his best efforts to find an accompanying concession which will be granted to the other CPP so as to remain in as much compliance with the same as is reasonably as possible.
17. **Parties' Concerns and Complaints Regarding the PC:** Acknowledging that the PC process at times leaves at least one CPP aggrieved, both CPP are advised that concerns and complaints should, in the first instance, be addressed directly to Tony Pelusi via OFW. If the concern or complaint is not so resolved the aggrieved CPP shall then present their complaint or grievance in a detailed writing via OFW (with a copy to their CPP) to the PC. In this instance, the PC shall be granted a 30-day period to respond in writing. If appropriate the PC will then communicate with the CPP and their attorneys (if any) at each party's discretion to discuss the matter. If the complaint or grievance is not resolved after this meeting the complaining CPP may then proceed to the court that appointed this PC with a petition for relief or removal



of the PC. The CPP agree that any complaint or grievance with the PC shall first be presented to the appointing court before any other administrative or legal action against the PC is undertaken.

Recommendations can go either way, but if a CPP cannot get past their dissatisfaction with me, it can mean it is time to change professionals. Therefore, it is important that any concerns regarding my work, recommendations, or binding decisions are brought to my attention as soon as possible so that I can address them. Should any such concern or complaint result in legal action, administrative hearing, or review of any kind, except as stated above, the parent bringing the complaint accepts full and complete responsibility to compensate the PC for all of the PC's time and costs inherent in any such process, including but not limited to the PC's attorney's fees (if any) and time needed for or lost in preparation and appearance.

18. **Good Stuff, Facebook etc.:** I maintain an email list and on a periodic basis share helpful information. An example of the type of information that is share can be found in the [Good Stuff](#) section of tonypelusi.com. I also maintain a business Facebook page titled [Tony Pelusi & Associates](#) where information helpful to CPP and children is frequently posted. All of my clients are invited to sign up to receive Good Stuff and to like and/or visit this Facebook page. From time to time I may send you and/or all of my clients an email via OFW with useful information. Sharings such as these are done as part of my service at no charge to you.
19. **Court:** I consider our work to be akin to conversations in anticipation of settlement/resolution of a dispute and thus protected from disclosure outside of the PC relationship. **Accordingly, both parents agree that the PC's work is not discoverable and that the PC will not be called to testify in any matter. The parents further agree that any and all agreements, recommendations, and/or binding decisions, as well as any and all information that is contained in, has been posted to, or is obtained from OFW (except for private journal entries and privileged attorney client communications, should there be any) shall be admissible in court without objection of either parent.**

The PC may draw upon all of his work and records if he chooses to or is required to testify in any matter including his own defense in any civil, criminal, or administrative action brought against him by either or both CPP. *The CPP agree that the PC's notes and records shall remain confidential to the PC and shall not be disclosed to the CPP either by their request or by subpoena or other order.* Any release of the same shall be at the sole and unfettered discretion of the PC alone. *Additionally, neither parent will seek to obtain the testimony of the PC or the disclosure of his files in conjunction with any court proceeding.* The parents further agree that if either or both parents, in abrogation of this agreement, does attempt to seek such testimony or disclosure in contravention of this provision, those person(s) will be completely responsible for and indemnify the PC for all fees and



costs in connection therewith, including the PC's reasonable attorney's fees and costs, and will compensate the PC *in advance* for all time expected to be spent by the PC and his attorney, if any, related thereto, as reasonably calculated by the PC in his sole discretion, at the rate of Five-Hundred (\$500.00) Dollar per hour.

20. **Documents:** At the outset of this engagement, a copy of the *AFCC Guidelines for Parenting Coordinators* will be posted in the MyFiles section of OFW. As is appropriate, a copy of the *AFCC Guidelines for Court Involved Therapists* will be provided to both parents and any mental health professional or coach who is or becomes involved with a family member during the pendency of this engagement.
21. **Primary Objectives:** To the extent not explicitly set forth above these are the primary objective of this engagement:
 - 21.1 Help parents resolve conflict in a manner that is beneficial to the children
 - 21.2 Reduce and/or manage conflict between parents
 - 21.3 Reduce chronic litigation, thereby preserving family unity and assets
 - 21.4 Act as a buffer to divert conflict from the children and between each parent
 - 21.5 Raise CPP skill level in cooperative or parallel parenting
 - 21.6 Protect and sustain safe, healthy, and meaningful parent child relationships
 - 21.7 Assist parents in learning and implementing effective communication methods
 - 21.8 Facilitate conversations that allow parents to make joint decisions
 - 21.9 To enhance parents' ability to make mutual decisions for their children without the support of a PC
 - 21.10 Create, modify, and/or maintain a viable parenting plan
 - 21.11 Monitor compliance with Court Orders or Judgements
22. **Peer Review:** It is understood that this PC, as a form of professional accountability and improvement, participates in Peer Review and Consultation with other qualified professionals. From time to time this PC will discuss individual cases with other professionals to improve his professional abilities, to be held accountable for practices and methods, and to obtain guidance in certain instances. The PC will not divulge in Peer Review and Consultation the names or personal information of the clients, or any information that could reasonably lead to another professional knowing who the clients are. Any time expended in Peer Consultation is non-billable to your file.



Tony Pelusi

Parenting Coordinator
Tony Pelusi & Associates
41 Crossbow Lane
North Andover, MA 01845
781.944.9449
tony@tonypelusi.com

Parent please print or type your full name

Parent please print or type your full name

Today's date

Today's date

Parent please sign your name

Parent please sign your name

PARENTING COORDINATION SERVICE AGREEMENT (PCSA)

Between
Insert coparent names here
And
Tony Pelusi, Jr.

Parents:

Please review this and the PCPAG with counsel. Once you and your coparent agree that parenting coordination will be the first forum used to resolve child related disagreements (5), whether to grant binding or merely advisory authority (3 & 7), the scope of authority (3 & PCPAG), the maximum expenditure for services (10), the term of service (13) please convey that information to me and I will finalize the documents then distribute for signatures.

Thank you

Tony



AGREEMENT

Whereas we have agreed that it is in the best interests of our child(ren) we hereby enter into this Parenting Coordination Service Agreement (PCSA) with Tony Pelusi, JD, CPCC, a court approved Parenting Coordinator (PC) on the Category V list and to grant him BINDING DECISION MAKING AUTHORITY ON ALL CHILD AND/OR COPARENTING MATTERS UPON WHICH WE ARE UNABLE TO AGREE.

Whereas, Mr. Pelusi has accepted our request for him to serve as a PC for us and for the benefit of our child(ren). We agree that both of our written agreements combined shall serve as a binding contract and be attached to the appropriate court filing seeking Mr. Pelusi's appointment.

Once executed by each of the individuals named above this the Parenting Coordination Service Agreement (PCSA) and the accompanying Parenting Coordination Policies and Guidelines (PCPAG) which is incorporated herein by reference along with the Stipulation of the Parties and Order or Judgement of Appointment shall together constitute a binding contract among the three of us.

Accordingly,

1. Upon receipt of a copy of the Court's Order or Judgement which has been entered pursuant to Standing Order (SO) 1 – 17 appointing me as your PC along with any and all supporting material referenced therein, and funding of each of your advance deposit accounts as detailed below I will email each of you copies of two intake questionnaires which you agree to promptly complete and return to me. Upon receipt of the completed questionnaires I will contact each of you to schedule our initial individual conferences and our initial joint conference.
2. I make every effort to respect parents' privacy and the privacy of the minor children acknowledging, the following:
 - a) The Parent Coordinator's (PC) work with the family is not confidential (like your work with your attorney is). No privileged relationship is created by this agreement or otherwise exists between this PC and any of the parents or children. Within the confines of our professional relationship, this is an open process.
 - b) Certain state and federal laws protect the rights of minors. In particular, if granted access by the Court, I may be legally prohibited and/or exercise my discretion to keep information received from or about a minor child from you. This means specifically that I may have access to data about your children that you do not. In general, this is most likely to apply to matters which would otherwise threaten the children's safety, compromise psychotherapy, and/or risk revealing matters of reproductive health, drug or alcohol use, and/or HIV/AIDS status.



- c) Despite the restrictions contained herein, it is possible that my records could become subject to Court review and/or disclosure to the Court under subpoena or Court order.
 - d) My records may similarly be subject to release and disclosure in response to inquiry from the court, relevant state agencies, licensing bodies, and/or to defend myself against any claim made against me by either parent.
 - e) In any instance in which I fear for an individual's safety, learn that a parent or parents intend to commit a felony, or have a reasonable suspicion that a child may be subject to abuse, maltreatment, or neglect I reserve the right to inform relevant authorities immediately and/or notify the court as provided for in Standing Order (SO) 1 – 17 (10). Should this occur, I would make every effort to alert you of this disclosure as soon as possible.
 - f) Matters discussed between this PC and either parent via any medium are subject to disclosure to the other parent, at my discretion, in conformity with our primary goal of facilitating constructive child-centered communication and interaction. All information received by me during the PC process is subject to be used by me in rendering a recommendation and/or binding decision.
 - g) In conjunction with this PCSA, each parent agrees to sign a release of their confidential and/or privileged information that has been reviewed and agreed to by your counsel.
3. The scope of this PC's authority to make recommendations and/or binding decisions has been established by the terms of the Stipulation of the Parties for Appointment of Parenting Coordinator and the Order or Judgment of Appointment, which is also incorporated herein by reference.
 4. Promptly upon signing this PCSA each parent agrees to register with and pay for a contract with Our Family Wizard (OFW) at <http://www.ourfamilywizard.com/ofw/>. The term of the contract with OFW shall be for the same length of time as the PC appointment. Each parent will also purchase the Tone Meter option from OFW. Each parent shall grant this PC Professional Access to their account. Thereafter, except for emergencies, all child related communication and all scheduling of child related activities shall be conducted via OFW and in accordance with the terms of the PCPAG. All PC recommendations and/or binding decisions of this PC will be posted in the MyFiles section of OFW. Each parent shall within five (5) days of establishing their OFW account enter in the Calendar section all of their regularly scheduled parenting time as well as any child related extracurricular activities for which they are primarily responsible.
 - a. The PC shall have exclusive authority to determine the resolution process which may include but not be limited to individual or joint meetings, individual or conference telephone calls, FaceTime® or Skype®, and/or electronic communications via OFW. The parents shall participate in accordance with the PC's direction as to the time, place and format of the contact. The PC shall have the authority to determine the protocol of all



interviews and sessions and the power to determine who attends such meetings/contacts. While it is reasonable to expect that there will be more than one conversation or exchange on any given issue, it is important to recognize that our primary goal is to resolve conflict away from the children; toward that end the PC reserves the exclusive discretion to determine how much time we will spend on any issue. The refusal or failure of either parent to participate in electronic communications and/or oral conversations on a matter presented to the PC for resolution shall not serve as an impediment to this PC making a recommendation or binding decision on said matter. THIS PROVISION CONFIRMS EACH PARENT'S COMMITMENT TO THE PC PROCESS AND MEANS NEITHER PARENT MAY "BOYCOTT" OR IGNORE THE PROCESS WITHOUT CONSEQUENCE.

- b. No portion of the conversations between or among the parents and this PC may be audio, visually, or digitally recorded without the express written or recorded consent of *all* parties – to do otherwise is a felony in the state of Massachusetts. It is further understood and agreed that any recording made in contravention of this section of the agreement shall be inadmissible in any court, administrative, or other proceeding or any investigation. Notwithstanding, all parties reserve the right to engage the services of a stenographer or voice recorder, at the expense of the requesting parent, or as a cost of service if employed by the PC in his sole discretion.

5. Each parent agrees to submit all child related disputes to the PC prior to filing any motion or complaint with the court relative to said parenting issues.

6. You may choose to bring a child-centered matter before the court if:
 - a. I am unavailable or unresponsive to your request for intervention,
 - b. You have brought the matter to my attention and I have advised that I am unable or unwilling to address the matter, or
 - c. I have addressed the matter and you disagree with the recommendation and/or binding decision.
 - d. Your coparenting partner is not abiding by to acting in accordance with the binding decision.
7. If and when I have addressed a child-centered conflict between you and you disagree with my binding decision, you agree to nonetheless comply fully with my binding decision unless and until the Court directs otherwise. If your failure or refusal to abide by the PC's binding decision is the cause of an appeal to the Court by your coparent then you and you alone agree to assume sole and complete responsibility for any and all costs and fees associated with that appeal process, including but not limited to opposing counsel's attorney fees, subject to the discretion of the court, in addition to all other consequences including but not limited to a possible finding of Contempt of Court by the judge. To proceed otherwise hobbles the PC process and subjects your children to unnecessary ambiguity, conflict and disruption.



8. I may choose to consult with knowledgeable individuals and/or experts in related fields as we proceed (e.g., attorneys, accountants, physicians, teachers, guidance counselors, mental health professionals, substance abuse specialists, extracurricular activity coaches etc.). To the extent that there is any related consultant's fee, that will be clarified in advance in every instance possible, and any associated fee is the sole responsibility of the coparents. The coparents agree to promptly satisfy any such requirement directly with the consultant so as to not hinder or delay the resolution of the matter at hand.
9. To the extent that either parent or any child is in therapy or receiving counselling from a mental health professional or coach the name and contact information of the provider shall be submitted to this PC within five (5) days of signing these agreements. The primary purpose of communication between and among this PC and these professionals is to ensure that there is a shared understanding of the goals of each professional's engagement and to the extent possible to develop alignment among professionals on joint goals as set forth in the *AFCC Guidelines for Court Involved Therapy*, a copy of which shall be provided to each therapist, counselor, coach, and coparent. In the case of any child, at no time will the PC seek to discuss privileged information with any mental health professional without a court order.
10. My time serving as a PC is charged at the rate of Three Hundred and Fifty (\$350.00) Dollars per hour, inclusive of all time. **The maximum expenditure for PC services, exclusive of all other associated costs and exclusive of any "reallocated" fees or costs charged to one party by the PC, for each parent during the period of this initial appointment shall not exceed \$////.//**
 - a. All charges will be subtracted upon invoice from funds received as an advance deposit. An initial advance deposit in the amount of Five Thousand (\$5,000.00) Dollars representing approximately (15) hours service must be received prior to our first meeting, with each parent contributing Two Thousand Five Hundred (\$2,500.00) Dollars, unless the court has ordered a different cost allocation. Each parent's contributions will be accounted for in an individual non-interest bearing advance deposit account established for their benefit.
 - b. All time, including that spent on set up, review and response to email, contact with parents, collaterals (including counsel for either parent), document review, considering and drafting recommendations, and in telephone communications, will be billed in fifteen (15) minute increments. In the event that travel is required by the PC, charges for time commence at the time the PC departs from his usual place of business and cease when he returns to said location. Travel time is billed at One Hundred and Seventy-Five (\$175.00) Dollars per hour.
 - c. If it becomes necessary, there will be a *minimum* charge of at least one hour per month if the PC is *formally engaged* to monitor email communications between the parents. Further, in extremely rare situations it becomes necessary for this PC to receive, review, make



suggestions, monitor, edit and approve electronic communication of either or both parents *before the communication has been sent to the other parent*. This is primarily due to an individual's inability or repeated unwillingness to adhere to the Communication Protocol, a draft copy of which is included for review along with the accompanying PCPAG. Should this situation manifest all time charges for monitoring and/or editing those communications shall be attributed solely and exclusively to the authoring parent.

- d. At times, it may be necessary or desirable for this PC to have a conversation with only one parent. This is a normal part of the PC process and charges for the time billed for said individual conversation shall be shared between coparents as per the allocation above. Nonetheless, the PC reserves the right to bill each parent individually for any individual contact with them or their attorney, subject to his sole discretion.
- e. When the individual advance deposit account of a parent is depleted to Seven Hundred and Fifty (\$750.00) Dollars or less replenishment will be requested (payment of which is due within ten (10) days by check, credit card, or and electronic funds transfer via Venmo or PayPal), ***receipt of which is requisite to continued work. In addition to being a breach of this agreement resulting in the suspension of services, the failure or refusal of a parent to replenish the advance deposit is a violation of the Order or Judgement appointing the PC and could possibly result in court action being initiated by ones coparent and a finding of contempt by a judge. In any circumstance where PC services are suspended due to nonpayment, the term of this engagement - upon replenishment - may be extended by the same period of time for which services were suspended due to nonpayment.***
- f. Parents will contribute to costs either equally or as determined by the Court unless otherwise agreed to in writing or decided by me as set forth in these agreements.
- g. The full cost of a scheduled appointment (usually one and one half hours in person and one hour by phone) will be incurred should one or more of the parents due to participate cancel with fewer than twenty-four (24) hours' notice or fail to arrive/participate, reasonably allowing for extreme weather conditions, illness, injury or other good cause. If either parent cancels with fewer than twenty-four (24) hours' notice or fails to show up for a scheduled appointment or call, that person shall be responsible for the entire cost of the PC's time of the scheduled appointment, subject to the discretion of the PC. In the event that one parent fails to appear at a scheduled meeting or conference call without good cause (as determined by the PC) that parent may also forfeit the right to offer input on the decision at hand and/or "first choice" the next time a situation where choice is appropriate arises, as well as any other consequence as



- determined by the PC and/or agreed to by the parents. In the case of repeated tardiness or cancellations, the parents will discuss the issue and will be invited to suggest further appropriate consequences, which the PC will determine.
- h. I generally reconcile the Client Funds Accounts on a monthly basis and provide a full accounting to both parents of all funds received and costs incurred. A copy of this reconciliation will be posted in OFW unless no services were rendered during that month. In addition, a copy of the joint invoice shall be posted in the MyFiles section of OFW monthly or at least at any point where funds are transferred from the advance deposit account into my operating account and/or if there is a request that the advance deposit be replenished.
 - i. At the end of the PC process, any amounts remaining in the individual advance deposit accounts shall be returned to the appropriate parent.
 - j. The PC will make every good faith effort to contain the costs to the parents.
11. Unfortunately, there are rare occasions in which one parent chooses to behave in a manner that is excessive, obstructive, non-compliant, or creates unnecessary problems in the resolution of an issue, and/or in other ways which unnecessarily utilizes a disproportionate amount of the PC's time (including but not limited to bringing frivolous matters before the PC) in whole or in part to injure the other parent through associated fees. In these and similar instances, I reserve the right to reallocate fees to such parent, thereby relieving the other parent of such fees. If I determine this to be the case I shall inform you of my intent, in writing, at the time that I make the reallocation of disproportionate fees. Once notified, these fees will be deducted from the offending parent's retainer account. Like all matters submitted to this PC, a determination such as this is subject to review by the court.
12. In addition to reallocating fees, the PC shall have the authority to impose an award of costs against a parent. For example, the PC shall have the authority to require one parent to reimburse the other for any costs and/or expenses they may have suffered as a result of any breach of a term contained in the Parenting Plan, or any breach of an agreement or binding decision of this PC, again, subject to review by the court.
13. Unless otherwise agreed and documented or ordered, this agreement shall remain in force for the sooner of a period of two (2) calendar years from the date these documents are signed or the point at which fees expended by one or both parents have reached the maximum amount stated in §10 above. Thereafter, the coparents may elect, by written agreement of the parents and the execution of a new PCSA and PCPAG, to extend this agreement for a term of one year subject to the court's approval as set forth in SO § 14.
14. My role as PC will terminate at the conclusion of the stated term. It will be terminated prematurely if:
- a. The Court orders that services be terminated



- b. In my discretion, if the foregoing terms are breached, including numerous absences and an inability or refusal to keep advance deposit funds current
 - c. If I believe that one or more parents are not cooperating or participating in good faith
 - d. If I believe that this process is not productive or somehow risks harm to anyone, including coparents, the child(ren) or myself
 - e. If I deem myself no longer able to work with either parent in a neutral or productive manner
 - f. Pursuant to SO 1 – 17 § 14 (d) if any of the foregoing occurs, then I shall provide each parent and all counsel with at least fifteen (15) days written notice of my resignation and the court with notice at least seven (7) days prior to the effective date. In that event, I may suggest the names of other potential PC's to the parents.
 - g. My services as PC may be terminated by written agreement signed by both parents, and approved by the court in accordance with the provisions of SO 1 – 17 § 14 (b). If one parent wishes to terminate the services of the PC and the other parent does not agree, then an order of the Court pursuant to SO 1 – 17 (14) (e) is required to remove the PC.
 - h. If either of the coparents challenge a binding decision of the PC in Court, and the Court orders, or finds that the challenge is without substantial basis, or not made in good faith, the party challenging the decision shall be responsible for all fees and costs (including reasonable attorney fees) related to the challenge of this matter as incurred by the PC as well as those incurred by the responding party, subject to the discretion of the court. In the event that Court action becomes necessary because of a binding decision or recommendation made by the PC, the parents agree to accept service of any such pleading promptly upon request. In the event that the provisions of the agreement regarding a subpoena to the PC (which as set forth in the PCPAG which is incorporated herein by reference) are disregarded, and the PC is subpoenaed to appear at any proceeding the parent who issues the subpoena agrees to provide the PC with **payment in advance** for all fees (including reasonable attorney fees for the PC) and costs associated with preparation and compliance as reasonably calculated by the PC in his sole discretion at the rate of Five Hundred (\$500.00) per hour or as otherwise ordered by the court. Any hearing on a disputed binding decision or recommendation shall be de novo; nonetheless the binding decision or recommendation of the PC shall be adhered to by the parties until otherwise determined by the Court.
15. In the event that either or both parents for any reason choose to initiate any legal or administrative action against Tony Pelusi for any action taken or not taken in



his PC capacity and said action results in anything other than a full judgment in favor of the plaintiff(s) then the parent(s) initiating such action agree to fully and completely indemnify Tony Pelusi for any and all costs and expenses related to the defense of said action, including but not limited to attorney fees and costs as well as time spent on defending against such action.

Tony Pelusi

Parenting Coordinator
Tony Pelusi & Associates
41 Crossbow Lane
North Andover, MA 01845
781.944.9449
tony@tonypelusi.com

PRO FORMA



By initialing each of the foregoing pages individually and by signing below, I acknowledge complete understanding of and agreement with the terms and limitations of this agreement and Tony Pelusi's role as PC. I acknowledge that I have read the above contract, as well as the PCPAG, and have had the opportunity to discuss them with my attorney if I so desired. I enter into this contract with the full understanding that if my coparent and I cannot resolve Any child related conflicts between ourselves and if one or both of us request, Tony Pelusi will have the right to make decision that will affect our child and us unless and until his decision is modified or revoked by the court.

Please print or type your full name

Today's date

Please sign your name

Please print or type your complete mailing address

Please print or type your email address(es)

Your daytime phone

Alternate phone number

Pro Forma



By initialing each of the foregoing pages individually and by signing below, I acknowledge complete understanding of and agreement with the terms and limitations of this agreement and Tony Pelusi's role as PC. I acknowledge that I have read the above contract, as well as the PCPAG, and have had the opportunity to discuss them with my attorney if I so desired. I enter into this contract with the full understanding that if my coparent and I cannot resolve Any child related conflicts between ourselves and if one or both of us request, Tony Pelusi will have the right to make decision that will affect our child and us unless and until his decision is modified or revoked by the court.

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Your daytime phone

Alternate phone number

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