

PARENTING COORDINATION POLICIES AND GUIDELINES (PCPAG §5)

Parents

Please review this agreement with counsel. Once you and your coparent (CPP) 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 coparenting partner (CPP) acknowledges that they have had the opportunity to contact me with any questions or if confusion existed, to consult with their 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 the revised document will be posted in MyFiles 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 CPPs 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 under specific conditions to assist conflicted CPPs 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 CPPs 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 respectful business-like coparenting relationship that your children deserve and*



resolving differences without Court or PC involvement and with minimal, if any, impact on the children.

2. The PC is empowered both by the Court Order or Judgement, these agreements, and by your mutual consent to:
 - 2.1 Meet and communicate with CPPs individually and/or jointly
 - 2.2 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
 - 2.3 Interview or observe the children

3. The CPPs 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 CPPs 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 CPPs I always maintain an eye towards educating them about ways to better communicate with each other, and with the ultimate goal of helping the CPPs 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 therapeutic relationship with a licensed mental health professional of your choosing.



6. I will not keep secrets with or otherwise align myself with either CPP. Matters discussed with one CPP via any medium are subject to disclosure to the other CPP, 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 CPP or the other; as this is an expected part of the process, charges for said conversations are properly attributed to both CPPs in the discretion of the PC.

In any instance in which I fear for an individual's safety, learn that a CPP or CPPs 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 and the Court immediately. 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 an initial individual session (IIS), face-to-face for approximately one and one half (1 ½) hours in order to discuss how we will proceed during the course of this engagement, set certain ground rules and boundaries, introduce you to new processes, protocols, and structure, 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 CPP individually, the initial joint session (IJS) will take place. Here we will confirm communication protocols (CP), discuss and decide upon consequences for non-compliance, and begin working on the agenda of "open concerns" that will have been identified by and shared between you and your CPP prior to the joint meeting. To the extent that we are unable to resolve all agenda items during this IJS we will either schedule as many conference calls and/or meetings as are reasonably (in my sole discretion) needed to resolve open agenda items or, if you desire plan a course of action for you to first attempt to resolve these concerns between yourselves.

Prior to any conference call or meeting I will ask each CPP 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 CPP 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) message addressed to the PC with a cc: to the other CPP. This and all electronic communication between the CPPs 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 CPP only – in which case the other CPP 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 CPP so long as the other CPP 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 CPP 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 CPP individually and/or jointly, any of the children, and/or any and all cooperating professionals individually or collectively, as well as 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 CPP; 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 mental health professional (MHP). 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 CPPs' interests and consider the issue in dispute. In rare instances when the CPPs are unable to resolve a time-sensitive issue with one another, they may, via OFW, request the PC to convene an immediate meeting or conference call to resolve the matter. This PC will do his best to accommodate such a request. Neither CPP shall abuse the process of calling a time-sensitive meeting. If a CPP is found to have abused this process, the PC may limit the number of time-sensitive meetings that CPP may call and/or allocate all costs to one CPP.

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 CPPs with a written summary of each conference call and/or meeting. Additionally, I will summarize in writing all agreements that the CPPs 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 CPP's proposed solution and rationale in support of the same. Each CPP 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 CPPs 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 CPP responds within the allotted time the binding decision will be deemed final as written. If either or both CPPs 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 CPPs understand and agree that it is in children's best interests when CPPs treat each other with respect and courtesy, not engage in conflict in the presence of the children, and refrain from discussion of CPP disagreements with the children. Accordingly, the first and best conflict resolution process occurs directly between the CPPs out of the presence of the children. Accordingly, the CPP who is first aware of an issue will alert their CPP of 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; perhaps aided by the So, What's Your Proposal? (SWYP?) process. As noted above, any such agreements between CPPs 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 CPPs (or if one CPP neglects or refuses to respond to a message from the other in conformity with the time allotted in the CP), a child-centered issue cannot be resolved in the manner set forth above, the next step is for either or both CPPs to bring the issue to my attention by adding me as a "cc:" on the email thread in OFW *with a specific request asking me to render support in seeking 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 CPP propose a resolution with supporting rationale. Then, we will schedule a time or times for us to communicate individually and/or on a conference call, by email, or in person to discuss your respective proposals and interests. First, 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 ensure that I have as many relevant facts as possible available to me 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 CPP beyond stating something such as "We both love you and 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 CPP.

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 CPPs *before the*



communication has been sent to the other CPP. This is primarily due to an individual's inability or repeated unwillingness to adhere to the CP. Should this situation manifest all time charges for monitoring and/or editing those communications shall be attributed solely and exclusively to the authoring CPP.

11. Expense Sharing: One of the most prevalent areas of disagreement between CPPs 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 simple built in solution called "Expense Log" that all CPPs are required to use. This feature permits either CPP to request reimbursement and upload copies of receipts, making them available for review by their CPP. With an eye towards eliminating unnecessary conflict and efficiently reconciling these types of expenses every client who seeks reimbursement from their CPP shall make all requests via the Expense Log. This action will immediately post the request in the CPPs Expense Log, this generates a system message to that CPP who then has the opportunity to approve or reject the expense.

Accordingly, the CPPs 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 CPP 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 CPP by regular first class mail on the day that the expense is posted. Each CPP shall preserve the original of any scanned or photographed receipt that is posted. Each CPP shall have up to 10 days to respond to requests for reimbursements posted therein. **It is the obligation of each CPP to visit the Expense Log no less frequently than each week and/or promptly upon receiving a system notification, 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 next 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 CPPs 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. All 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 CPPs. Unless an alternate payment plan is agreed to in advance between CPPs and the consultant, separate funding (e.g., advance retainer) may be necessary prior to any such consultation. The CPPs 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 CPPs this PC will offer his honest assessment, suggestions, and may *recommend* that either or both CPPs 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 CPPs reach child-centered agreements and only when an impasse is reached to issue an arbitrated binding decision. In such circumstances, one CPP 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 CPPs 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. This is done toward the end of your children having the benefit of two caring, concerned, and engaged parents to the extent possible and reasonable in light of the circumstances. *Both CPPs 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 CPP shall be accorded lesser importance.* Each CPP agrees to provide the other with a "transition email" as further detailed in the CP, each and every time any or all of the children transition from the care of one CPP 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 CPPs 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 CPPs 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. Each CPP agrees that any complaint or grievance concerning the PC shall first be presented to the court that issued the appointment 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 CPP 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.:** From time to time I share helpful information via and OFW communication with "all parents". Additionally, 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 CPPs 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 CPPs a communication 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 protected from disclosure outside of the PC relationship. **Accordingly, both CPPs agree that the PC's work is not discoverable and that the PC will not be called to testify in any matter. The CPPs 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 CPPs. *The CPPs agree that the PC's notes and records shall remain confidential to the PC and shall not be*



disclosed to the CPPs by their request, subpoena, or other order. Any release of the same shall be at the sole and unfettered discretion of the PC alone. Additionally, neither CPP will seek to obtain the testimony of the PC or the disclosure of his files in conjunction with any court proceeding. The CPPs further agree that if either or both CPPs, in abrogation of this agreement, does attempt to seek such testimony or disclosure in contravention of this provision, those CPPs 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 posted and a copy will be provided to any mental health professional (MHP) 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 CPPs resolve conflict in a manner that is beneficial to the children
- 21.2 Reduce and/or manage conflict between CPPs
- 21.3 Reduce chronic litigation, thereby preserving family unity and assets
- 21.4 Act as a buffer between CPPs so as to divert conflict away from the children
- 21.5 Raise CPPs skill level in cooperative or parallel parenting
- 21.6 Protect and sustain safe, healthy, and meaningful parent child relationships
- 21.7 Assist CPPs in learning and implementing effective communication methods
- 21.8 Facilitate conversations that allow CPPs to make joint decisions
- 21.9 To enhance CPPs' 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 best 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 know the identity of any clients. Any time expended in Peer Consultation is non-billable to your file.

Tony Pelusi

Parenting Coordinator
Tony Pelusi & Associates
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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

PRO FORMA