

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 (preamble, 3 & 7), what the scope of authority will be (3 & PCPAG), the maximum expenditure for services (10), and the term of service (13) please convey that information to me at which point I will finalize the documents then distribute for signatures via Adobe Sign.

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 (I/me) has accepted our request for him to serve as a PC for us and for the benefit of our child(ren). We agree that this PCSA, and the accompanying PCPAG combined shall be attached to the appropriate court filing seeking Mr. Pelusi's appointment. On the occasion that Mr. Pelusi is appointed to serve as our PC prior to us signing these agreements we agree to do so within 10 days of the court's order or judgment.

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 my receipt of a copy of the Court's Order or Judgement appointing me as your PC - along with any and all supporting material referenced therein - each coparenting partner (CPP) agrees to enroll in an ourfamilywizard.com (OFW) account as detailed below and to fund each of their advance deposit accounts within 10 business days. Thereafter, I will transmit via OFW to each of you copies of two intake questionnaires which you agree to complete and return to me - within 10 business days of receipt. Upon receipt of the aforementioned via (OFW) I will contact each of you to schedule our initial individual session (IIS) and our initial joint session (IJS).
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 either CPP or the 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 certain 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.
 - 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 CPP.
 - 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 CPP via any medium are subject to disclosure to the other CPP, 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 CPP agrees to sign a release of their confidential and/or privileged information that has been reviewed and approved by their 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/or the Order or Judgment of Appointment, which is also incorporated herein by reference.
 4. Promptly upon signing this PCSA each CPP 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 term as the PC appointment. Each CPP will also purchase the Tone Meter option from OFW. Each CPP shall grant this PC Professional Access to their account. Thereafter, except for emergencies, all and only (unless otherwise agreed to in writing) child related communication and all scheduling of child related activities shall be conducted via OFW and in accordance with the terms of the PCPAG and Communication Protocol (CP). All recommendations and/or binding decisions of this PC will be posted in the MyFiles section of OFW. Each CPP shall, within five (5) days of establishing their OFW account, enter in the Calendar section all of the regularly scheduled parenting time that the children share with them 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®, Zoom® and/or electronic communications via OFW. The CPPs 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 CPP 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 CPP'S COMMITMENT TO THE PC PROCESS AND MEANS NEITHER CPP MAY "BOYCOTT" OR IGNORE THE PROCESS WITHOUT CONSEQUENCE.

- b. No portion of the conversations between or among the CPPs 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 CPP, or as a cost of service if employed by the PC in his sole discretion.

5. **Each CPP 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, however, 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 CPP is not abiding by or acting in accordance with a binding decision.
7. If and when I have addressed a child-centered conflict and you or your CPP disagrees with my binding decision, you each 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 CPP 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 CPPs. 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.
9. To the extent that either CPP 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 ten (10) 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 CPP. In the case of any child, at no time will the PC seek to discuss privileged information with any mental health professional without a proper court order.
10. My time serving as a PC is charged at the rate of Three Hundred and Seventy-Five (\$375.00) Dollars per hour, inclusive of all time. **The maximum expenditure for PC services for each CPP, exclusive of all other associated costs and exclusive of any "reallocated" fees or costs, shall not exceed \$////.// during the period of this initial appointment**
 - a. All charges will, upon invoice, be subtracted from funds received as an advance deposit/retainer. An initial advance deposit/retainer in the amount of Five Thousand (\$5,000.00) Dollars representing approximately (15) hours service must be received within 10 business days of my appointment, with each CPP contributing Two Thousand Five Hundred (\$2,500.00) Dollars, unless the court has ordered a different cost allocation. Each CPP's contributions will be accounted for in an individual non-interest bearing advance deposit/retainer account established for their benefit.
 - b. All time, including that spent on set up, review and response to email, contact with CPPs, 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 Two Hundred (\$200.00) Dollars per hour.
 - c. 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 CP, 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) business 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/retainer could well be a violation of the Order or Judgement appointing the PC and could possibly result in court action being initiated by ones CPP 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. CPPs 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 CPPs 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 CPP 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 CPP fails to appear at a scheduled meeting or conference call without good cause (as determined by the PC) that CPP may also forfeit the right to offer input on the decision at hand and/or "first choice" the next time a situation where such a choice is appropriate and arises, in addition to any other consequence as determined by the PC and/or agreed to by the CPPs. In the case of repeated tardiness or cancellations, the CPPs will discuss the issue with



- and will be invited to suggest further appropriate consequences, which the PC will determine.
- h. I generally reconcile the Client Funds/Advance Deposit/Retainer Accounts on a monthly basis and provide a full accounting to both CPPs of all funds received and costs incurred. A copy of this reconciliation will be posted in OFW unless early in the month following, unless no services were rendered during the previous month. In addition, a copy of the joint invoice shall be posted in the MyFiles section of OFW monthly and at any point where funds are transferred from the advance deposit/retainer account into my operating account and/or if there is a request that the advance deposit/retainer be replenished.
 - i. At the end of the PC process, any amounts remaining in the individual advance deposit/retainer accounts shall be returned to the appropriate CPP.
 - 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 CPP 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 CPP through associated fees. In these and similar instances, I reserve the right to reallocate fees to such CPP, thereby relieving the other CPP 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 either be deducted from the offending CPP's retainer account or billed directly to the CPP, should that person, per order or judgment of the court, not be responsible to pay for the cost of services. 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 CPP. For example, it is agreed that this PC shall have the authority to require one CPP 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, a breach of an agreement, or a breach of a 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 of the responsible CPPs have reached the maximum amount stated in §10 above. Thereafter, the CPPs may elect, by written agreement 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 CPPs, 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, if asked, suggest the names of other potential PC's to the CPPs.
- g. My services as PC may be terminated by written agreement signed by both CPPs, and approved by the court in accordance with the provisions of SO 1 – 17 § 14 (b). If one CPP wishes to terminate the services of the PC and the other CPP 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 CPPs 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 CPP 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 CPP, 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 CPPs 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 (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 CPP 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.
- i. 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 CPPs until otherwise determined by the Court.



15. In the event that either or both CPPs 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 CPP (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 CPP and I cannot resolve any child related conflicts between ourselves and if either 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



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Your daytime phone

Alternate phone number

PROFORMA