

**PARENTING COORDINATION  
SERVICE AGREEMENT  
(PCSA)**

**Between  
////  
And  
Tony Pelusi, Jr.**

Parents & Counsel:

Please review this agreement and the PCPAG with counsel.

Once you and your coparent have agreed that:

parenting coordination will be the first forum you will use to resolve child related disagreements (6),

whether to grant binding or merely advisory authority (Preamble, 3 & 7),

what the scope of authority will be (3 & PGP),

the maximum expenditure for services (11),

and the term of service (14)

please convey that information to me at which point I will finalize the documents then circulate them for signatures via Adobe Sign.

Thank you

Tony



## AGREEMENT

Whereas, we // and //, as Coparenting Partners (CPP) have agreed that it is in our child(ren)'s best interests for us to improve our coparenting relationship, and Whereas, Mr. Pelusi (I/me) has accepted our request to serve as our PC for the benefit of our child(ren), and

Whereas, we agree that this Parenting Coordination Service Agreement (PCSA), and the accompanying Policies, Guidelines, and Protocols (PGP) [collectively 'Service Agreements'] shall be attached to the appropriate court filing seeking Mr. Pelusi's formal appointment.

We therefore agree to enter into these Service Agreements with Tony Pelusi, JD, CPCC, a court approved Parenting Coordinator (PC) on the Category V list, who has agreed to serve as our Parenting coordinator (PC), and grant to him binding decision making authority, as set forth below, on all child and/or coparenting matters upon which we are unable to agree.

We agree that if, prior to us signing these agreements, Mr. Pelusi has already been appointed by the court to serve as our PC we shall sign these Service Agreements within 10 days of the court's order or judgment.

Once executed by each CPP these Service Agreements, any Stipulation of the Parties, and Order or Judgement of Appointment shall together include all of the essential terms of this engagement and shall constitute a binding contract among the three of us.

Accordingly,

1. Upon receipt of a copy of the Court's Order or Judgement appointing me as your PC - along with all supporting material referenced therein - my work as your PC will commence. Provided that both CPPs establish their ourfamilywizard.com (OFW) account and fund their respective advance deposit/retainer accounts within 10 days of the date of appointment or the signing of these agreements. Thereafter, each CPP will receive, via OFW, copies of two intake questionnaires which each agrees to complete and return within 10 business days of receipt. Upon receipt of the completed questionnaires, via OFW, I will contact each CPP to schedule your 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:
  - 2.1. The PC's 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.



- 2.2. Certain state and federal laws do protect the rights of minors. If granted access by the Court, I may be legally prohibited 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.
- 2.3. Despite the restrictions contained herein, it is possible that my records could become subject to Court review and/or disclosure in the Court.
- 2.4. 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.
- 2.5. 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 pursuant to Standing Order (SO) 1 – 17 (10). Should this occur, I would make every effort to alert you of this disclosure as soon as possible.
- 2.6. Matters discussed between this PC and either CPP via any medium are subject to disclosure to the other CPP, at my discretion and 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 use by me in rendering a recommendation and/or binding decision.
- 2.7. Each CPP agrees to sign a release of their own confidential and/or privileged information.
3. The scope of this PC's authority to make recommendations and/or binding decisions is established by the terms of the Stipulation of the Parties for Appointment of Parenting Coordinator and/or the Order or Judgment of Appointment, which are incorporated herein by reference.
4. Promptly upon signing this PCSA each CPP agrees to register with and pay for a contract with OFW. The term of the contract with OFW shall be coterminous with this 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, you both agree that all and only (unless otherwise agreed to between you 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 PGP. All summaries, 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 regularly scheduled parenting time that their children share with them as well as any child related extracurricular activities for which they are primarily responsible.



5. The PC shall have exclusive authority to determine the resolution process which may include and is not limited to individual or joint meetings, individual or joint telephone conference calls, a Zoom® video conference, 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.
  - 5.1. The PC shall have the authority to determine the protocol of all interviews and exchanges and the power to determine who attends any meetings or participate in exchanges.
  - 5.2. 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 efficiently 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.
  - 5.3. The refusal or failure of either CPP to participate in electronic communications and/or oral conversations on any 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 with the information at hand. This provision confirms each CPP's commitment to the PC process and means neither CPP may "boycott" or ignore the process without consequence.
  - 5.4. 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 understood and agreed that any recording made in contravention of this section shall be inadmissible in any court, administrative, or other proceeding or any investigation without the express written agreement of all parties whose voice or image has been recorded.
6. 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.
7. You may, however, choose to bring a child-centered matter before the court if:
  - 7.1. I am unavailable or unresponsive to your request for intervention,
  - 7.2. You have brought the matter to my attention and I have advised that I am unable or unwilling to address the matter,
  - 7.3. I have addressed the matter and you disagree with the recommendation and/or binding decision,
  - 7.4. Your CPP is not abiding by or acting in accordance with a term of these contracts or a binding decision.
8. If 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. Baring exceptional circumstances, any appeal of a binding decision must be initiated within fourteen (14) of the date the decision is posted in MyFiles. If your failure or refusal to abide



by a 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, delay and disruption.

9. 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 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 to not hinder or delay the resolution of the matter at hand.
10. To the extent that either CPP or any child is in therapy or receiving support from a mental health professional or coach the name and contact information of the provider shall be provided to this PC within fourteen (14) days of signing these agreements. The primary purpose of my communication with any of 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 client goals. A copy of the AFCC Guidelines for Court Involved Therapy, shall be posted in MyFiles and provided to each therapist, counselor, or coach. In the case of your children, at no time may a PC seek to discuss privileged information with any mental health professional without a proper court order.
11. My time serving as a PC is billed 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 unless both CPPs agree in writing to increase the maximum expenditure.
  - 11.1. All charges will be deducted from the advance deposit/retainer funds promptly upon invoice. An initial advance deposit/retainer in the amount of Five Thousand (\$5,000.00) Dollars representing approximately thirteen (13) hours of service – approximately six (6) of which are devoted to the intake process - must be received within fourteen (14) days of my appointment. Each CPP shall contribute 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.



- 11.2. All time, including that spent on preparation, 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. If 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.
- 11.3. 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 may be sent to the other parent. This is primarily due to an individual's inability or repeated unwillingness to adhere to the communication protocols set forth in the PGP. Should it become necessary, all time charges for monitoring and/or editing those communications shall be attributed solely and exclusively to the authoring parent.
- 11.4. 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 CPPs as per the allocation above. Nonetheless, the PC reserves the right, subject to his sole discretion, to bill each parent individually for any individual contact with them or their attorney.
- 11.5. When either parent's individual advance deposit account is depleted to Seven Hundred and Fifty (\$750.00) Dollars or less replenishment will be requested. Replenishment is due within fourteen (14) days by check, credit card, or and electronic funds transfer via Venmo or PayPal, the receipt of which is, in my sole discretion, 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, could possibly result in court action being initiated by ones CPP, and result in 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, in my discretion, be extended by the same period of time for which services were suspended due to nonpayment.
- 11.6. CPPs will contribute to costs as set forth in these Service Agreements.
- 11.7. 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, decide to cancel with fewer than twenty-four (24) hours' notice or fail to arrive or participate, reasonably allowing for extreme weather conditions, illness, injury, or other good cause, subject to the discretion of the PC. If 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 further input on the question at hand. Other possible consequences are the loss of “first choice” the next time a situation where such a choice is appropriate and arises and any additional 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.
- 11.8. I generally reconcile the Client Funds/Advance Deposit/Retainer Accounts on a monthly and provide a full accounting to both CPPs of all funds received and costs incurred during the preceding month. A copy of the invoice and reconciliation report will be posted in OFW early in the month following the delivery of services. There will no accounting posted for any month during which no services were rendered. Copies of the same may be requested, at any point where funds are transferred from the advance deposit/retainer account into my operating account, when there is a request that the advance deposit/retainer be replenished, and when this engagement ends.
- 11.9. At the end of the PC process, any amounts remaining in the individual advance deposit/retainer accounts shall be returned to the appropriate CPP.
- 11.10. The PC will make every good faith effort to contain the costs to the parents.
12. Unfortunately, there are rare occasions in which one CPP chooses to behave in a manner that is excessive, obstructive, non-compliant, or otherwise creates issues in the process, 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 said 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 decision to disproportionately allocate 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. Payment is due within fourteen (14) days of notice, the receipt of which is necessary for continued service. Like all matters submitted to this PC, a determination such as this is subject to review by the court. It is agreed among and between us that nonpayment is just cause for services to be suspended.
13. 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.



14. 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 either or both of the responsible CPPs have reached the maximum amount stated in §11 above without a written agreement to increase the maximum. Thereafter, the CPPs may elect, by written agreement and the execution of new Service Agreements, to extend this agreement for a term of one year subject to the court's approval as set forth in SO § 14.
15. My role as PC will terminate after the stated term ends. It will be terminated prematurely if:
  - 15.1. The Court orders that services be terminated
  - 15.2. In my discretion, if the foregoing terms are breached, including numerous absences and an inability or refusal to keep advance deposit funds current
  - 15.3. If I believe that one or more parents are not cooperating or participating in good faith
  - 15.4. If I believe that this process is not productive or somehow risks harm to anyone, including CPPs, the child(ren) or me
  - 15.5. If I deem myself no longer able to work with either parent in a neutral or productive manner
16. 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.
17. 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).
  - 17.1. 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.
18. If either CPP challenges 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 and the responding CPP, subject to the discretion of the court. If Court action becomes necessary because of a binding decision or recommendation made by this PC, the CPPs agree to promptly accept service of any such pleading upon request. In the event that the provisions of the agreement regarding a subpoena to the PC (as set forth in the PGP 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.

19. 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 both CPPs until it is otherwise ordered by the Court.
20. 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  
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781.944.9449  
[tony@tonypelusi.com](mailto:tony@tonypelusi.com)

**PRO FORMA**



By initialing each of the foregoing pages individually and by signing below, I acknowledge complete understanding of and my agreement with the terms and limitations of this PCSA and Tony Pelusi's role as PC. I acknowledge that I have read the above contract, as well as the PGP, 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 type your full name

Please sign your name

Today's date

Please type your complete mailing address

Please type your email address(es)

Your daytime phone

Alternate phone number

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