

POLICIES GUIDELINES AND PROTOCOLS (PGP)

Parents & Counsel

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 proposed additions or deletions so that I may finalize this and the PCSA and circulate the same for signatures via Adobe Sign.

Thank you

Tony



Introduction & Philosophy

These Policies, Guidelines, and, Protocols (PGP) and the accompanying Parenting Coordinator Service Agreement (PCSA), collectively the service agreements (SA) have been prepared to familiarize parents with and to memorialize the terms and limitations under which I am available to serve in my role as Parenting Coordinator (PC) for the benefit of your children. It is important that both coparenting partners (CPPs) confirm their informed consent to participate in the PC process by initialing each page of and signing both documents in the space provided. Together these SAs, the Order or Judgement of the Court, and any Stipulation of the Parties shall constitute the entire agreement among us. ***By initialing and signing these documents, each CPP acknowledges that they have had the opportunity to contact me to discuss any questions or concerns, to consult with their CPP, and/or with legal counsel as desired, and that they are satisfied these documents accurately reflect our agreements.***

It is important to note that from time to time I may choose to revise certain aspects of the Communication Protocol (CP) contained herein. In most instances these changes are made in service of clarity. Any time there is a revision of this CP 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 the CP as written and if revised to sign any revision as a precondition of us continuing our work together.

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

1. **What is a PC?** The PC process has been formalized by a Probate and Family Court in Standing Order (SO) 1 – 17. The role of a PC, which has long been recognized and valued by the courts, is to serve as a dispute resolution professional working with CPPs on child-related conflicts. This PC brings a



hybrid set of skills – Organization and Relationship Systems Coaching (ORSC™), mediation training, Parent Coordination certification, and many hours of specialty and 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, these SAs, and associated Court Orders or Judgements in the best interests 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, Court Orders or Judgements, and these SAs. ***Our primary goals are to isolate inter-parental conflict from the children and to find solutions to non-financial, non-custodial, child related conflicts in the best interests and well-being of your children. Success is defined as transitioning from an intimate spousal (and most recently an adversarial) relationship into the respectful business-like coparenting partnership (CPP) that your children deserve. Success is achieved when both parents learn and employ new communication skills and structure to resolve their differences without Court involvement, and with minimal, if any, impact on the children.***

Ideally, you will reach the point where even PC services are no longer necessary!

2. The PC is empowered by the Court Order or Judgement, these SAs, and 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, coaches) and via direct observation or examination (e.g., visiting a proposed school or extracurricular activity) in order to assist the CPPs to better understand and meet their children's needs



- 2.3 Only when absolutely necessary, will I consider interviewing your children
3. The CPPs have agreed to voluntarily enter into these SAs 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 and collaborative coach, and as a facilitative, interest-based mediator. Though I have been trained as a GAL, I choose not serve in that capacity. My work in these multifaceted roles is designed to assist CPPs to better understand and meet 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 my skills, training, and experience as an attorney, professional coach, mediator, parent, and grandparent. *I have not nor will I ever serve as an attorney, G.A.L./custody evaluator, or coach for either CPP or their children singly or in combination.* When working with CPPs I always maintain an eye towards educating them about better ways to 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 working with a coaching or in a 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 when rendering a recommendation or binding decision if asked to do so by either parent.

Policies and Guidelines

7. **Our communication process:** We begin our work together with an initial individual session (IIS); this is a one-on-one, in person meeting that lasts approximately ninety (90) to one hundred and twenty (120) minutes. We will discuss your needs, how we will proceed during this engagement, and set certain ground rules and boundaries. Like all our meetings there is an agenda. I will introduce you to new processes and to the Communication Protocols (CP) included below. You may identify areas of concern, and to the extent possible specify the goals and outcomes you hope to achieve in the process. After meeting with each CPP individually, we will convene a ninety-minute (90) to one hundred and twenty-minute (120) initial joint session (IJS). Here we will confirm your mutual understanding and acceptance of the terms of our engagement, edit the Communication Protocol to ensure that it comports with the terms of your parenting plan and any court orders, customize the language of a *Coparenting Agreement To Be Read to The Children*, discuss consequences for non-compliance, and begin working on any “open concerns” that each of you will have identified and shared between yourselves and me prior to the IJS. To the extent that we are unable to



resolve all agenda items during this IJS we will either schedule as many Zoom conferences, calls, and/or meetings as are reasonably (in my sole discretion) needed to resolve open agenda items or, if I deem it appropriate, plan a course of action for you to first attempt to resolve these concerns between yourselves using the newly established protocols.

7.1 Prior to any Zoom conference, call, or meeting I will ask each CPP to provide a prioritized list of 'open concerns' which I will use to compose the agenda. Agenda items are concrete, child-centered matters typically concerning:

- 7.1.1 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
- 7.1.2 Communication between the parents
- 7.1.3 Parenting practices, including transitions of the children
- 7.1.4 Any disputes regarding the child's activities, schooling, or medical issues
- 7.1.5 Future decision making (e.g. extracurricular activities, summer camp enrollment, school choice, vacation scheduling, etc.)
- 7.1.6 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 such as disagreements about scheduling and care of your child(ren), transportation, travel, transitions, communication between children and their 'off duty parent' (OFP), improving communication between coparents and among all family members, identifying troubling patterns of behavior and developing strategies to alter, manage and/or, respond to the same.



7.2 These agendas will guide the process of our Zoom conferences, conversations, and meetings. Each CPP agrees to participate in the Zoom conferences, calls or meeting prepared to discuss their proposed resolution and their rationale for their proposal, giving due consideration to their CPP's proposal and rationale.

7.3 All communications with the PC will commence in writing via an [OurFamilyWizard](#) (OFW) message addressed to the PC with a cc: to ones CPP. ***I will not entertain ex-parte communications initiated by either CPP unless and until I approve a request for individual communication beforehand. In any case where one CPP wishes to communicate ex parte with me their CPP must receive notice (of the subject matter) and the opportunity to be similarly heard as desired by receiving a cc: of the request.***

7.4 ***Nonetheless, 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.***

7.5 Each CPP is permitted to send messages to the PC via OFW at any time so long as the other CPP is cc:d. Appointments and/or telephone contacts, including individual calls and/or Zoom conferences, 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.

8. **Emergency circumstances:** PC's do not provide critical care; accordingly, I am not available to respond to emergencies – that is a public safety function of the police and fire departments, medical professionals, and perhaps your counsel. 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 you to be mindful of the timing when you raise an issue for consideration. As a general rule, each CPP should allow the other 24 hours (excluding vacations, weekends, and holidays) for their initial response; and thereafter, sufficient time for the both of you and then 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 effectively without time to consider both your children's and each CPP's interests before offering a resolution to the issue in dispute.

8.1 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, Zoom conference, or call to resolve the matter. While this PC will do his best to accommodate such a request, there is no guarantee that I will be available to serve on short notice. Neither CPP shall abuse the process of calling a time-sensitive session. 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 the duties of a PC are non-delegable, so, there are times during the years when I am away from the office and unavailable for periods of up to two weeks. I always provide my clients with advance notice of the times when I will be unavailable. Accordingly, if you anticipate the need for my services during the period of my absence it is incumbent upon you to provide as much notice as is possible under the circumstances.



9. Record keeping: I maintain confidential notes of our work. 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 Zoom conference, call and/or meeting. Additionally, I will summarize in writing all agreements that you reach with my support and add them to a document titled “Agreements” which will be posted in the MyFiles section of OFW. *When you reach any substantive agreement between yourselves (without my support) you agree to add them 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 agreements but also helps to keep me informed of important things that you both decide. In most instances when you are unable or unwilling to agree and either or both of you request that I make a binding decision I will issue a written decision which is supported by a rationale (where appropriate). Generally, my written decision will include each CPP’s proposed solution and their rationale in support of the same. A copy of the binding decision 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 24 hours of it being posted in the MyFiles. If neither CPP responds within the allotted time the binding decision shall be deemed final as written. If either or both CPPs provide input, the PC will consider the same and thereafter may issue a revised decision or confirm the original decision as written.

9.1 Unless otherwise noted, each binding decision shall be effective immediately when it is posted in OFW.

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

9.3 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. **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, 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 child focused modification of 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.*

SO 1 – 17 §7 provides a list of *permitted duties* of all PC's:

10.1 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.

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

10.3 Assist the parties in developing guidelines for appropriate communication between them;

10.4 Suggest resources to assist the parties; and

10.5 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.

SO 1 - 17 §8 provides these required duties include:

10.6 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 SO 1 – 17 §9 provides these *prohibited duties*:

10.7 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.

10.8 In addition to the above, it is important to note that from time to time the interests of the children will be best served by the engagement of additional professionals. For example, I may make recommendations and referrals for therapists, as needed for the either or both parents and children. **I will also maintain authority to call for temporary cessation of other treatments (e.g., individual or family treatment), if I find that these treatments are not currently helpful to the family intervention.** I may also recommend the addition or termination of therapists involved in this process, but for this recommendation to be effective it must be authorized either by joint agreement of the parents and/or the Court. Furthermore, no new mental health professionals are to become involved with any member of the family during the duration of this engagement unless I approve to this involvement.



11. **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 or require 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.

11.1 The consultant's fee, if any, will be clarified in advance. In every instance it 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.

11.2 The PC is entitled to copies of the results of any and all reports, evaluations, or assessments performed at PC's request.

11.3 *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).*

11.4 When considering the conflict dynamic of the CPPs this PC will offer his honest assessment, suggestions, and may *recommend or require* that either or both CPPs avail themselves of collateral resources such as individual therapy, high conflict parenting classes, online or in person coparenting training, interpersonal violence awareness training, anger management, reunification, and/or substance abuse counseling, programs, or treatment, as he deems appropriate under the circumstances.

12. **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 promptly 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.***

13. **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 all major problems or decisions as may arise from time to time concerning the education, health and welfare of the children. This is done with the intention of allowing your children to have the benefit of two caring, concerned, and engaged parents to the maximum extent possible and reasonable considering the circumstances. ***Both CPPs acknowledge that the best interest of the children shall govern any decisions relative to the children and that the desire or convenience of either CPP shall be accorded lesser importance.*** Other than for brief or overnight visits, each CPP agrees to provide the other with a "transition email" as further detailed in the CP below, each and every time any or all of the children transition from the care of one CPP to the other.

14. **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:

- Unhealthy conflict between the CPP will be isolated from the children and minimized.
- Decisions will be made in the best interests of the children.

Similarly, the Court Order or Judgment and parenting plan that empowers these 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 the children or one CPP the PC will use his best efforts to find an accommodating 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.

15. Parties' Concerns and Complaints Regarding the PC: At times, the PC process leaves at least one CPP feeling aggrieved. Both CPP are advised that concerns, grievances, and complaints should, in the first instance, promptly be presented in a detailed writing via OFW (with a copy to their CPP) to the PC. In any such 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 attorney (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 must then proceed to the court from which this PC was appointed 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 could mean it is time to find a new professional. 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, 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.



16. **Good Stuff, Facebook etc.:** From time to time I share helpful information via an 'all families' OFW communication. Additionally, I maintain an email list and on a periodic basis share helpful information. An example of the type of information that is shared 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. Sharings such as these are done as part of my service at no charge to you.

17. **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 process.

17.1 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.

17.2 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 or therapeutic communications, should there be any) shall be admissible in court without objection of either parent.

17.3 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 or initiated by either or both CPPs.

17.4 ***The CPPs agree that the PC's notes and records shall remain confidential to the PC alone and shall not be disclosed to either of the CPPs by their request or subpoena. Any complete or partial 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 without the PC's expressed written consent.

17.5 The CPPs further agree that if either or both CPPs, 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 associated with all court appearances and possible appeals, 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.

18. **Documents:** At the outset of this engagement, a copy of these Service Agreements and 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 Therapy* will be 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.

19. **Primary Objectives:** To the extent not explicitly set forth above these are the primary objective of this engagement:

- 19.1 Help CPPs resolve conflict in a manner that is beneficial to the children
- 19.2 Reduce and/or manage conflict between CPPs
- 19.3 Reduce chronic litigation, thereby preserving family unity and assets
- 19.4 Act as a buffer between CPPs so as to divert conflict away from the children
- 19.5 Raise CPPs skill level in cooperative or parallel parenting



- 19.6 Protect and sustain safe, healthy, and meaningful parent child relationships
- 19.7 Assist CPPs in learning and implementing effective communication methods
- 19.8 Facilitate conversations that allow CPPs to make joint decisions
- 19.9 To enhance CPPs ability to make mutual decisions for their children without the support of a PC
- 19.10 Create, modify, and/or maintain a viable parenting plan
- 19.11 Monitor compliance with Court Orders or Judgements

20. **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 knowing the identity of any clients. Any time expended in Peer Consultation is non-billable to your file.

21. **Special considerations:** (if any)



Draft Communication Protocol (CP)

Preamble

At the core of every successful relationship is each individual's ability to communicate effectively. Regrettably, few individuals are trained and most others have neither been exposed to nor have they acquired the skills that support effective communication; especially in stressful emotional situations. This Parenting Coordinator (PC) is engaged, in large part, to support these CPPs as they transition from an intimate/spousal (and most recently an adversarial, often hostile) relationship into the respectful and effective business-like relationship of coparenting their children.

The CPPs understand and agree that it is in children's best interests when CPPs treat each other with respect and courtesy, engage in conflict resolution out of 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 parent 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 your success. More on that later) and hopefully, a mutually agreed upon decision will be achieved and documented.

CPPs achieve success by adopting new protocols and structures that support effective communication. The purpose of this CP is to provide you with the tools you'll need to engage in respectful mature two-way dialogue. Supported by their own success CPPs will, over time, increase the likelihood of finding new and effective ways to successful conflict resolution independent of PC support. Both CPPs expressed a desire to achieve these goals because they understand that which the research has confirmed - there is an undeniable link between the significant long- and short-term well-being of children who



are exposed to and caught up in unhealthy conflict between their parents when they are young. It is now a certainty that one unintended consequence of exposing children to such toxic parental conflict has both short- and long-term detrimental developmental impacts.... witness the “ACES” research that I will share with you both.

As this PC introduces new skills and protocols designed to support self-determined respectful communication several things must be understood and accepted:

- First, in the beginning, it will feel uncomfortable – that is only natural
- Second, change takes time – be patient with yourself and your CPP
- Third, your children will likely become bewildered when they witness this new manner of behavior between their parents – so be patient with and understanding of them as well
- Fourth, it is essential for both CPPs to understand that this PC is not a ‘hall monitor’ - each parent must respectfully hold themselves and their CPP accountable when lapses occur, before submitting a disagreement to me.

So, only after you have employed reasonable attempts to gain compliance from your CPP, as outlined below, is it wise, cost-efficient, and appropriate to enlist the support of this PC. This is where ‘So, What’s Your Proposal?’ (SWYP?) comes in.

- *Fifth, except in rare circumstances, we will only actively engage in resolving one disagreement at a time.*

Our Family Wizard

1. Each CPP shall enroll and pay for an account in their name (unless one CPP has accepted the responsibility for all costs on this engagement) by completing the online sign-up process (or calling the toll-free number provided on the “contact us” page) on [Our Family Wizard](#). Enrollment shall be co-terminus with this PC appointment. For the entire term of this engagement, both CPPs shall exchange



all electronic communication regarding their children, *and only child related communication*, via [Our Family Wizard](#) (OFW).

2. Each CPP must visit [Our Family Wizard](#) no later than two (2) calendar days after their Initial Individual Session (IIS) to familiarize themselves with how it operates. There is a series of YouTube video tutorials available online.
3. Each CPP shall provide this PC with Professional Access to their account.
4. Each CPP may make their own independent determination about whether they choose to grant limited professional access to their attorney and/or mental health professional.
5. At the Initial Joint Session (IJS) we will discuss the possibility of granting limited OFW access to your children.
6. In addition to the basic plan, each CPP shall purchase the “Tone Meter”.
7. Both CPPs shall download the OFW “app” to their mobile device and elect to receive all alerts and notifications including “push” notifications offered on the platform.
8. **Each CPP must remain current with all OFW content. That means logging in and reading all unopened messages *at some point during the same day that any notification is received.***



Calendaring

9. Within five (5) days of the IJS, each CPP shall upload into the Calendar section all the regularly scheduled parenting time that the children share with them as specified in your Separation Agreement, Temporary Order, and/or Parenting Plan.
10. To the extent that there are any standing appointments and/or extracurricular activities relative to the children, the CPP who scheduled or is primarily responsible for the activity or event shall input those appointments into the calendar within the same five (5) day period.
11. The obligation to input child related appointments and activities is an ongoing one. And, generally, unless there is a written agreement otherwise, priority is given to the earlier entry in the case of any conflict.
12. Going forward and barring emergencies, all requests to “trade”, “swap”, or “exchange” parenting time shall be made using the TRADE function in the Calendar section of OFW with a minimum of forty-eight (48) hours’ notice to ones CPP.
13. It is incumbent upon each CPP to promptly open and read not only all communication from their CPP but also each system message generated by OFW. Of particular note is the fact that OFW generates a “system message” that summarize the details of all Calendar changes and records the date of entry.

Expense Sharing



14. One of the most common areas of disagreement between CPPs is the division and reconciliation of costs associated with out of pocket child related expenses such as copayments for medical care, athletic equipment, extracurricular activities, and the like. OFW has built in a feature called "Expense Log". This feature permits each CPP to upload a copy of a receipt for review and to initiate a reimbursement request of their CPP. With an eye towards eliminating unnecessary conflict and efficiently reconciling and tracking these types of financial matters, every CPP who seeks reimbursement from the other shall promptly initiate all requests for payment via the Expense Log. This action will immediately notify the receiving CPP of the request and post the claim in the Expense Log where the it shall be either approved or rejected.
15. Both CPPs shall utilize the Expense feature (which, like MyFiles, is only available on the website, and not via the mobile app) to record all potentially reimbursable expenses. An electronic copy of the receipt for payment must be uploaded with each request. If a parent is incapable of uploading a photograph or a scan of the receipt, they shall mail a photocopy to their CPP by regular first-class mail no later than one day following the date the expense is posted in the Expense section. Each CPP shall preserve the original of any scanned or photographed receipt that is posted. Each CPP shall have up to 10 days to review and respond to requests for reimbursements.
16. Each CPP must visit the Expense Log no less frequently than once each week and promptly upon receiving notification that a request has posted. This action provides the opportunity to review all posted reimbursement requests, and to either approve or reject each expense in a mindful and timely.



*17. Failure to approve or reject an expense request within ten (10) days of its posting shall be deemed an **automatic approval** of the expense, an acknowledgment that the requested amount is due to ones CPP.*

18. It shall be each CPP's responsibility to adjust for any payments, in the amount requested and/or approved, as provided in their Separation Agreement/Judgement, within 30 days of the date that the request is posted, or when the next sum of money is exchanged. **Payments may, and need not be transferred via OFW as a transaction fee is charged by OFW.**

Messaging

19. **There shall be no texting between CPPs except for emergencies and time-sensitive matters such as last-minute schedule changes and delays in a transition.**

20. CPP communication via telephone is limited to matters of emergency regarding the child that must be acted upon in less than 24 hours. In any case where there is an oral communication concerning the children, each parent is well advised to memorialize a summary of the discussion by means of a Journal entry (either as a public or private entry) in the Calendar section of OFW.

21. All communication between CPPs shall be respectful and modeled after the B.I.F.F and NVC protocols that will be reviewed during the IIS & IJS. There shall be no ALL CAP (the functional equivalent of shouting) permitted in any written communication.

22. Please note that while the 'tone meter' serves as a guide to the author it does not prevent one CPP from sending inappropriate messages to the other.



23. All entries in OFW are viewable by the PC; so, it is not necessary to “cc:” the PC, unless a specific action is requested. If the PC is “cc’d” charges will be assessed for the time spent reviewing and/or responding to the communication.
24. ***As set forth more fully in the B.I.F.F. protocol, it is crucial for both CPPs to understand that not every message requires a response. Accordingly, the lack of a response should not be taken mean that the recipient agrees with the content of a given message; nor does silence automatically equate with acquiescence.***
25. If a communication requires a response, the receiving CPP shall respond in not less than one (1) hour (being responsive, not reactive) and not more than twenty-four (24) hours (being prompt and respectful) unless the communication itself indicates that a longer or shorter period is appropriate under the circumstances. It is advisable that each CPP allows themselves sufficient time to center and ground themselves before responding to any communication from the other.
26. If one CPP fails to provide a timely response to a communication from the other, the best practice is for the initiating CPP to offer *a polite and gentle reminder* that a response is due.
27. Only if that polite gentle prompt fails to induce a timely response then the matter may be presented to this PC for consideration. The person who failed to respond may, in the discretion of the PC, forfeit their right to provide any further input on the matter at hand. And, if an issue is presented to the PC for action due to the non-responsiveness, then the nonresponding CPP may be assessed all or a



disproportionate share of the costs related to the matter because of their inaction.

28. Another best practice for respectful business-like communication is for you to type a draft of each message in a word document. Then, to step away from the computer for a while (go for a walk, perhaps have a cup of tea); and to thereafter return and read the message as if it had been received. Only then, perhaps with some editing and mindfulness of the tone, should the message be copied and pasted into an OFW message and shared with ones CPP.

*ALWAYS CONSIDER HOW A NEUTRAL THIRD PARTY WILL SEE YOUR MESSAGE,
BECAUSE ONE, SUCH AS THE JUDGE, MAY!*

29. 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 further encourage you to consult with any trusted advisors you 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).

If additional time to respond is desired, then a useful structure to employ is sending an “expectation-setter” or “placeholder” that looks something like this:

“Got it. A lot on the plate today, I’ll get back to you tomorrow afternoon”.

Or

“I’m in the middle of something right now; I’ll get back you to this evening”.

This provides a timely acknowledgment and resets expectations.



30. *One important aim of this CP is to create ONE complete and unified thread on each topic of discussion. Accordingly, each electronic communication shall contain only one subject, the title of which shall be set forth in the subject line.*
31. The “reply” (if the conversation is between CPPs) or the “reply all” (if this PC is included in the thread) function shall be used to respond to each communication in each thread until the matter is resolved.
32. To prevent a “split thread” it is necessary for each CPP to respond **only once AND ONLY to the most recent communication in the thread.** If a split thread develops, it shall be the responsibility of the CPP whose response initiate the split to recreate one chronological all-inclusive thread or to bear the cost of additional time incurred by the PC to do so.
33. Each communication with ones CPP and/or this PC – either to present or to respond to comments of the other shall, at the outset, be limited to no more than 300 words. If more words are needed, the recipient or this PC may ask for more information, clarification, or grant permission to say more.
34. Best practice provides for two rounds of communication between CPPs before a matter is submitted to the PC for consideration and action. CPPs must use the SWYP? format when exchanging and responding to proposals. A written summary of the model will be provided to each CPP during the IIS. If no agreement is achieved after two rounds of using SWYP? and it becomes necessary to present a matter to the PC, the initiating CPP shall add the PC to the thread with a “cc:” to the responding CPP. **The message inviting the PC to become involved must retain the same subject line has been used in the communication thread and include a clear request for action by the PC.**



35. When using the SWYP? protocol, each CPP will have the opportunity to offer a proposal, ask and respond to questions of the other before the matter is ripe to be presented to the PC. So, an exchange might look something like this:

- a. CPP 1 carefully drafts and presents a proposal to CPP 2
- b. CPP 2 carefully considers the proposal with their children's best interest at heart
- c. CPP 2 then composes a list of all relevant questions (except 'why?') and sends that list of questions to CPP 1
- d. CPP 1 then thoughtfully responds to each question
- e. CPP 2 then thoughtfully reviews the answers provided and either accepts the proposal or offers a counter-proposal to CPP 1
- f. CPP 1 then composes their list of questions (except "why?") and sends that list to CPP 2, who then responds in kind
- g. Only if CPP 1 is unwilling or unable to accept the counter-proposal of CPP 2 is the matter ripe to be presented to this PC by either CPP

36. If it is not contained somewhere in these exchanges the PC will request that each CPP state the rationale that supports their belief that their proposal supports their children's best interests on the subject at hand.

37. In a thread that contains coparenting information or discusses concerns, but does not include a specific proposal, these CPPs shall rely upon NVC and B.I.F.F. protocols. So, in these cases, an exchange might look like this:

- a. CPP 1 presents an NVC informed message to CPP 2
- b. CPP 2 responds with an NVC or B.I.F.F. informed response
- c. CPP 1 responds with an NVC or B.I.F.F. informed response
- d. CPP 2 responds with an NVC or B.I.F.F. informed response



e. And so on. All respectful and productive exchanges between CPPs may continue unless or until the matter is resolved or either CPP believes it would be more helpful to invite the PC into the conversation.

38. It is always helpful to remember timing when communicating with your CPP. Just as you value the parenting time the children share with you, so does your CPP. So, while it may seem logical to initiate communication with your CPP after the children transition from sharing time with you or during a vacation; that is actually not a good idea. Always consider your children first. Allow them the opportunity to transition easefully and to acclimate in their other home. Also respect the fact that your CPP values the parenting time they share with the children as much as you do. Accordingly, another best practice is to consider initiating conversations only when the children are in school or engaged in some activity.

39. In extremely rare situations it becomes necessary for this PC to receive, monitor, and/or pre-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 repeated inability or 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.

Agreements

40. All substantive agreement between CPPs shall be documented in the "Agreements" document that is posted in MyFiles.



Disagreement Resolution

41. **Unless otherwise preapproved by the PC, there will be only one active conflict resolution conversation among the CPPs and this PC ongoing at any given time. Particularly when the PC engagement begins, the best practice is for the each CPP to maintain an up to date list of 'open concerns' and for each CPP to alternate taking turns initiating a conversation on a new topic, only after the previous concern has been resolved.**
42. Each parent has the right to seek the support of this PC to resolve any child centered disagreement on which their CPP has not responded after two rounds of exchanges or if a gentle reminder proves ineffective.
43. Once the PC accepts a matter for resolution the PC will contact both CPPs to arrange for an individual or joint Zoom conference or call(s), request further information, ask questions, or perhaps to advise that he will issue a recommendation based upon the information provided.
44. In a time-sensitive situation, the PC may choose to issue an oral decision that is effective immediately and which will be documented in writing within a reasonable period.
45. The PC retains the discretion to disregard any oral or electronic communication exchanged between the CPPs that is not recorded in a contemporaneous Journal Entry and/or takes place outside of the OFW platform (i.e.: texts, voice message, or emails).
46. Only after giving the disagreement due consideration will a written binding decision (or recommendation) be issued by the PC and posted in MyFiles.



47. All binding decisions issued by this PC shall have the same functional effect as a court order. (See Leon V Cormier Mass Appeals Court, 2016). This means that all binding decisions shall survive the term of service and are actionable via a Complaint or Motion for Contempt, unless they are modified or over ruled by the court.
48. In support of this process, I must ask that you instruct your attorneys to refrain from recommending or engaging in any other parallel or 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.
49. The PC process cannot occur in a vacuum. This means that I will exercise my discretion and may communicate 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 experiencing loyalty binds or developing 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.



50. If child interviews become necessary, the purpose will be 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 CPPs 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." (More on this at the IIS.)***

51. 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 the PC forum; in which case, each of you agrees to instruct your attorney to suspend court involvement pending completion of our work together.



One on One Communication and individual Telephone Conversations

With the PC

52. At times one or the other CPP may benefit from a one on one conversation with this PC. That is only natural and an expected element of the PC process. **If either CPP wishes to communicate individually with the PC on any child related matter, that CPP must request the opportunity in writing via OFW before initiating one on one contact with the PC.**
53. The request must contain the subject matter (agenda) of the call and must include a cc: to their CPP (i.e.: providing notice and the opportunity to be heard).
54. Upon request, each CPP shall have the opportunity to contribute their input on the subject individually to the PC.
55. In any given situation where both CPPs agree that a conversation would be more useful than a written exchange between them, either CPP may request a Zoom conference in the manner described in #52 above.
56. Subject to his discretion, the PC may compose a summary of any one-on-one communication with either parent or any other person and perhaps post a copy in MyFiles.

Transition Email

57. One of the most challenging times in most bi-nuclear families is the time when the children transition from sharing parenting time with the on-duty parent (ONP) to sharing parenting time with the previously off duty parent (OFP). Many parents often see this as a “good time” to raise questions, make comments, and/or “to discuss or resolve” open matters between them.



IT IS NOT!!!

58. So, at transitions (and any time when both CPPs are together in the presence of their children) conversations shall be respectful and limited to “Dunkin Donuts conversation”, cordial greetings and positive comments about the children, the weather, and perhaps the activity at hand.

59. Also, in every instance where your children are transitioning (except for brief or a one overnight stay) the previously ONP shall write a brief email titled “TRANSITION”. This message must be shared with the OFP sometime during the day of, and preferable before the transition.

60. This communication is limited solely and exclusively to predetermined matters of interest and/or concern that occurred during the ODPs parenting time such as:

- ‘John had a 100-degree fever and took Tylenol at 3 pm.’
- ‘All soccer equipment has been packed.’
- ‘Special notice from scouts is in the backpack,’ or
- ‘Homework is only partially complete’ etc.

61. Each parent shall address the following agreed upon topics – at a minimum - every time they send a transition email to the other.

(This model list of topics will be customized to your family’s needs and finalized during our initial joint session):

a. For infants and toddlers consider:

- Share at least one positive experience (per child) during parenting time
- Feeding
- Nap & sleep schedule (changes)
- New ways to sooth and calm child



- How a bump or bruise occurred
- Potty training techniques and update
- Moods
- Medical appointments/Health update
- Illnesses & medication
- Developmental issues or milestones
- Bed, bath, & meal routines

b. For Pre-school and School-aged children consider:

- Share at least one positive experience (per child) during parenting time
- Relationships with friends & social activities
- School, extracurricular & religious activities
- Homework & school projects
- Scheduled events & activities
- School progress & meetings
- Behavioral & disciplinary issues
- Health update
- Bed, bath, & meal routines

62. Most parents find it easier to create a template in a word.doc and to simply fill in the blanks as appropriate. Short bulleted updates are entirely appropriate. Moreover, if there is no change or comment on a topic, there is no need to say anything.

63. No personal or editorial comments are permitted, and no other topic is permissible in the "TRANSITION" email.



64. Each transition email shall include a civil greeting, and closing such as “Hello”, “Hi”, “Greetings”, “Thank you”, “Thanks”, or “Enjoy your time with our children”. The PC shall be “cc: d” on each transition email. Since this communication is, at most, scanned by me there is no cost associated with the time spent reviewing these transition emails.

NB: Other matters that may be addressed during the initial joint session (IJS) and perhaps added to this CP if desired are:

The number of OFW communications to be exchanged per day or week

The time or times of day when OFW messages can be exchanged

Thank you.

Tony Pelusi

Parenting Coordinator

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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