

## **PARENTING COORDINATION SERVICE AGREEMENT (PCSA)**

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

Parents & Counsel:

Please review this agreement and the PGP between yourselves.

Once you and your coparent have agree that:

- parenting coordination will be the primary forum you will use to resolve child related disagreements (6),
- whether you agree to grant me binding authority (Preamble, 3 & 7),
  - what the scope of authority will be (3 & PGP),
  - the maximum expenditure for services (13),
  - and the term of service (14)
- please convey that information to me at which point I will review and the documents
- then I'll circulate them for signatures via Adobe Sign.

Thank you  
Tony



## AGREEMENT

Whereas, we ///// and /////, (we) 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 parenting coordinator (PC) for the benefit of our child(ren)

Therefore:

We agree that this Parenting Coordination Service Agreement (PCSA), and the accompanying Policies, Guidelines, and Protocols (PGP) [collectively 'Service Agreements'] (SA) shall be attached to the appropriate court filing seeking either Mr. Pelusi's formal appointment or, if he has already been named, formal confirmation of his appointment.

We agree to enter into these Service Agreements with Tony Pelusi, JD, CPCC, who is a court approved PC on the Category V list, and has agreed to serve as our PC, and grant to him *binding decision-making authority*, as set forth below, on all non-financial child and/or coparenting matters, within the scope of his appointment, upon which we are unable to agree.

We agree that Mr. Pelusi may, from time to time, make non-binding recommendations on child related matters over which he is not specifically authorized to make binding decisions.

We agree that if Mr. Pelusi has already been named by the court to serve as our PC prior to us signing these agreements, we shall sign these SAs within 10 days of the court's order or judgment and file the necessary pleading seeking confirmation of the appointment within 14 days. We acknowledge that Mr. Pelusi will not begin providing services until the court issues a formal confirmation of his appointment.

We agree that once executed by each CPP these SAs, any Stipulation of the Parties, and the Order or Judgement of the court shall together include all the essential terms of this engagement and shall constitute a binding contract among the three of us.

We acknowledge that CPPs serve their children's best interests when parenting communications and actions are respectful, civil, and each family member feels safe and heard.

We acknowledge that an effective PC process requires civil and respectful communications and behaviors between CPPs and with the child(ren). We understand the PC has developed and we shall adhere to the communication protocol (CP) as set forth in the accompanying Policies, Guidelines, and Protocols



(PGP) and that the PC may intervene to provide direction as he deems appropriate.

We acknowledge that if the PC determines that communications are coercive, controlling, or threatening, he may suspend the PC process, request that the Court terminate the PC process, and/or recommend remedial measures for one or both of us consistent with the authority granted herein.

Accordingly,

1. Only upon receipt of a copy of the Court's Order or Judgement confirming me as your PC - along with all receipt of supporting material referenced herein and in the Order or Judgment – will my work as your PC commence. The following are prerequisites to any requirement that the PC issues a binding decision or recommendation:
  - 1.1. The PC has enough time to review all intake material, court documents, and should there be any to which he has access, any GAL or other reports,
  - 1.2. Both CPPs establish their individual ourfamilywizard.com (OFW) account and grant this PC professional access,
  - 1.3. Each CPP fully funds their respective advance deposit/retainer accounts within 10 days of signing these SAs,
  - 1.4. Each CPP completes and returns to the PC completed copies of both intake questionnaires within 10 days of signing of these agreements.
  - 1.5. Each CPP participates in a 120-minute initial individual session (IIS) and both CPPs participate in a 120-minute 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). 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. The PC is free to share any/all information with other professionals supporting members of our family.
  - 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 parent via any medium are subject to disclosure to their CPP, at my discretion and in conformity with our primary goal of transitioning this relationship into a respectful business-like coparenting partnership and facilitating effective child-centered communication and interactions. 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/Confirmation of Parenting Coordinator and/or the Order or Judgment, as confirmed in the PGP, each of which is incorporated herein by reference.
4. Within 10 days of signing these SAs each CPP agrees to establish and pay for an account with [ourfamilywizard.com](http://ourfamilywizard.com) (OFW). The term of the contract with OFW shall be coterminous with the term of this appointment. Each CPP agrees to purchase the Tone Meter option from OFW. Each CPP shall grant this PC Professional Access to their account. Thereafter, except for emergencies, both CPPs 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 or plainly noted and contained in the relevant message thread. Each CPP shall, within five (5) days of establishing their OFW account, enter into 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. Unless otherwise agreed in writing, the parent who enrolls the child has primary responsibility.

5. The PC shall have exclusive authority to determine the resolution process which may include and is not limited to individual and/or joint in person meetings, individual and/or joint telephone conference calls, individual and/or joint Zoom® video conferences, and/or a review of all electronic communications via OFW. Each CPP shall participate in accordance with the PC's direction as to the time, place, duration, and format of the contact.
  - 5.1. The PC shall have the authority to determine the protocol for all interviews and exchanges and 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 with as efficiently as possible; 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 available information. 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 Commonwealth 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, within the scope of authority, to the PC prior to filing any motion or complaint with the court relative to said parenting issues.
7. Either CPP 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.
- 7.5. You wish for the court to confirm a PC recommendation.
8. If I have addressed a child-centered conflict and either you or your CPP disagrees with my binding decision, you each agree that you are bound to comply fully with my binding decision unless and until the Court directs otherwise. Barring exceptional circumstances, any appeal of a binding decision must be initiated within fourteen (14) of the date the decision is posted in MyFiles.
9. If the PC issues a recommendation or if parents achieve an agreement either parent may submit the PC's recommendation or their agreement to the court of appropriate jurisdiction together with a Complaint for Modification or an *ex parte* motion to incorporate the recommendation or agreement into an Order for the Court to ratify its enforceability, as required by Standing Order 1-17 (8).
10. 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.
11. I may choose to consult with knowledgeable individuals and/or experts in related fields as we proceed (including but not limited to attorneys, accountants, physicians, teachers, guidance counselors, mental health professionals, substance abuse specialists, extracurricular activity coaches etc.). To the extent that there is any related consultation 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.
12. 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 10 days of signing these agreements. The primary purpose of any communication between or among this PC and any/all other support professionals is to ensure that there is a shared understanding of the goals of each professional's engagement and, to the extent possible, to confirm and 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 which requires the appointment of a special Guardian, as set forth in Standing Order 1-17 (11) (d).**

- 13.** My time serving as a PC is billed at the rate of Four Hundred and Twenty-Five (\$425.00) Dollars per hour, inclusive of all time. **The maximum expenditure for each CPP for PC services, 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. Both parties acknowledge it is their shared responsibility to submit an agreement to increase the maximum expenditure to the court for ratification per Standing Order 1-17 (8).**

- 13.1.** All charges will be deducted from the advance deposit/retainer funds promptly upon invoice. An initial advance deposit/retainer in the amount of Ten Thousand (\$10,000.00) Dollars representing approximately 25 hours of service [approximately 6 – 8 of which are devoted to the intake process] must be received within 10 days of my appointment. Each CPP shall contribute Five Thousand (\$5,000.00) 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.
- 13.2.** 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 or OFW 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.
- 13.3.** Except in matters where only one parent is obligated to pay for PC services, after notice, and, hopefully, in extremely rare situations it may become necessary for this PC to receive, review, make suggestions, monitor, edit and





pre-approve electronic communication before one parent is permitted to send electronic communication to the other. This is primarily due to an individual's repeated inability and/or unwillingness to adhere to the Communication Protocol (CP) set forth in the accompanying 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 or, if only one parent is obligated to pay, to the parent who is responsible for payment.

- 13.4. 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 are generally shared between CPPs as per the court ordered allocation noted above. Nonetheless, the PC reserves the right, subject to his sole discretion, to invoice each parent individually for any individual contact with them and/or their attorney.
- 13.5. When either parent's individual advance deposit account is depleted to One Thousand (\$1,000.00) Dollars or less replenishment will be requested. Replenishment is due within 10 days by check or an electronic funds transfer via Venmo or PayPal, the net 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 a court Order or Judgement which could possibly result in court action being initiated by ones CPP, and 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.
- 13.6. Each CPP agrees to contribute to costs in the same proportion as set forth in these SAs.
- 13.7. The full cost of a scheduled appointment (usually 90 minutes in person and 60 minutes via Zoom or by phone) will be incurred should one or more of the CPPs, decide to cancel with fewer than 24 hours' notice or fail to arrive and/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, Zoom® 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. Another possible consequence is the loss of "first choice" the next time a situation where such a choice is appropriate and





arises, in addition to 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 and will be invited to suggest further appropriate consequences, which the PC and court may approve.

13.8. Generally, early each month I reconcile the Client Funds/Advance Deposit/Retainer Accounts for the previous month. Both CPPs will receive a full accounting of both accounts [unless service fees are de minimus, in which case charges will be carried forward] incurred during the preceding month. A copy of the invoice and reconciliation report (RR) will be posted in OFW each month following the delivery of services. There will no accounting posted for any month during which no services were rendered. Requests for replenishment are similarly reported and timely replenishment is a condition for continued service.

13.9. At the end of the PC process, any amounts remaining in the individual advance deposit/retainer accounts shall be returned to the appropriate CPP.

13.10. The PC will make every good faith effort to contain the costs to the parents.

14. Unfortunately, there are rare occasions in which one parent chooses to behave in a manner that is excessive, obstructive, non-compliant, or otherwise creates issues in the process, which unnecessarily utilize 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 their CPP through associated fees]. Unless only one parent is responsible to pay for PC services, in these and similar instances, I reserve the right to reallocate fees to said parent, thereby relieving their 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 be deducted from the offending parent's retainer account.* Like all matters submitted to this PC, a determination such as this is subject to review by the court. **It is agreed among and between us that nonpayment of any invoice or the failure to timely replenish the retainer is just cause for services to be suspended.**

15. Unless otherwise agreed and documented or ordered, this agreement shall remain in force for the sooner of the entry of a Judgment of Divorce [in which case the appointment can be extended pursuant to Standing Order 1-17 (14)], a period of two (2) calendar years from the date of the appointment, or the point at which fees expended by either or both of the responsible CPPs have reached the maximum amount stated in §13 above without a ratified written agreement to increase the



spending cap. The CPPs may elect, by written agreement and the execution of new Service Agreements, to extend this appointment for a term of one-year subject to the court's approval as set forth in Standing Order 1-17 (14).

16. My role as PC will terminate after the stated term ends. It will be terminated prematurely if:
  - 16.1. The Court orders that services be terminated
  - 16.2. In my discretion, if the foregoing terms are breached, including numerous absences and an inability or refusal to keep advance deposit funds current
  - 16.3. If I believe that one or more CPP is not cooperating or participating in good faith
  - 16.4. If I believe that this process is not productive or somehow risks harm to anyone, including CPPs, the child(ren), or me
  - 16.5. If I deem myself no longer able to work with either parent in a neutral or productive manner
17. Pursuant to Standing Order 1 – 17 § 14 (d) if any of the foregoing occurs, then I shall provide each CPP and all counsel with at least 15 days written notice of my resignation and the court with notice at least 7 days prior to the effective date. In that event, I may, if asked, suggest the names of other potential PC's.
18. My services as PC may also be terminated by written agreement signed by both CPPs, and approved by the court in accordance with the provisions of Standing Order 1 – 17 § 14 (b).
  - 18.1. If one CPP wishes to terminate the services of this PC and the other CPP does not agree, then an order of the Court pursuant to Standing Order 1 – 17 (14) (e) is required to remove the PC.
19. 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 the matter, as incurred by the PC and the responding CPP, subject to the discretion of the Court. If any Court action becomes necessary because of a binding decision or recommendation made by this PC, both 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 further set forth in the PGP which is incorporated herein by reference) are disregarded, and the PC is subpoenaed or ordered 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 at the rate set by counsel for the PC along with all estimated costs associated with an appeal of the Court's ruling or order) as well as 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.

20. 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. As noted in the PGP, all information contained in OFW shall be admissible, without objection, in all proceedings relative to any dispute regarding a binding decision or recommendation.
21. 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 CPPs/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.
22. This agreement and all acts, transactions, disputes and/or controversies arising hereunder or relating to this appointment, and all rights and obligations of the parties shall be governed by, and construed in accordance with the internal laws (excluding the conflict/choice of laws principles and rules) of the Commonwealth of Massachusetts. The parties hereby irrevocably submit to the sole and exclusive jurisdiction and venue of the courts and administrative agencies of the Commonwealth of Massachusetts (and, only if exclusively applicable, to the federal courts of the United States for the District of Massachusetts) for the purpose of hearing and determining any dispute arising out of or in connection with this appointment, these agreements, their formation or validity, performance thereunder, and/or for the purpose of enforcement of any rights and judgment against the respective assets of either party. All disagreements between the parties, including this PC, are to be settled between them in accordance with the terms set forth in these SAs and, unless resolved informally between and among them, shall originate and be conducted in the Probate and Family Court in the county in which this appointment originated. Each party hereby submits to the personal jurisdiction of said agencies and courts for purposes of any and all such actions or proceedings.



*Tony Pelusi*

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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



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.

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