

## 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 co-parent have agreed 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 (15)
- please convey that information to me at which point I will review the documents
  - then I'll circulate them for signatures via Adobe Sign.

Thank you,  
Tony

### AGREEMENT

Whereas:

We ///// and /////, (we) as Co-parenting Partners (CPP) have agreed that it is in our child(ren)'s best interests for us to improve our co-parenting 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 in accordance with the terms of these Service Agreements which have been customized with the assistance of counsel.

We understand that Mr. Pelusi is a member of the Association of Family and Conciliation Courts (AFCC) and practices in accordance with the AFCC's Guidelines for Parenting Coordination as amended from time to time.

We agree to enter into these Service Agreements with Tony Pelusi, JD, CPCC, who is also a court approved PC whose name appears on the "Category V list," and has agreed to serve as our PC.

**We grant to him *binding decision-making authority (aka authority to make a "determination,"*) as set forth below, on all non-financial child and/or co-parenting matters, within the scope of his appointment as specifically enumerated in ¶ 11 of the PGP, 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, prior to us signing these agreements, Mr. Pelusi has already been named by the court to serve as our PC, 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, in accordance with the terms herein, within 14 days. We acknowledge that Mr. Pelusi is unable to 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 Judgment 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 agree that, in the event that there is any inconsistency between the terms of these service agreements and a court's order or judgment, the terms of the court's order or judgment shall control.

We acknowledge that CPPs serve their children's best interests when parenting communications and actions are respectful and 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, as well as with and among the child(ren). We agree to adhere to the Communication Protocol (CP) as set forth in the accompanying PGP and acknowledge that the PC may intervene in our exchanges to provide direction as he deems appropriate.

We acknowledge that, if the PC determines that behaviors and/or communications are coercive, controlling, or threatening, he may suspend the PC



process, recommend remedial measures for one or both of us consistent with the authority granted herein, and/or request that the Court terminate the PC process.

1. Only upon receipt of a copy of the Court's Order or Judgment confirming me as the PC , along with all receipt of supporting material referenced herein and in the Order or Judgment, will my work as the PC commence. The following are prerequisites to the PC's ability to engage in conflict resolution and/or to issue a determination 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 has fully funded their respective advance deposit/retainer accounts (within 10 days of signing these SAs),
- 1.4. Each CPP 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 as well as the privacy of the minor children acknowledging:

- 2.1. The PC's work with the family is not confidential (like one's work with one's 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 either parent as well as with any/all other professionals supporting members of the family.
- 2.2. Certain state and federal laws protect the rights of minors. If granted access by the Court, the PC may be legally prohibited, or exercise his discretion, to keep certain information received from or about a minor child from the parents. This means specifically that the PC may have access to data about the CPPs' children that they do not. In general, this is most likely to apply to matters that 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 the PC's records could become subject to Court review and/or disclosure in the Court.
- 2.4. PC records may similarly be subject to release and disclosure in response to an order from the court, inquiry by relevant state agencies or licensing bodies, and/or to defend himself against any claim made against him by either CPP.
- 2.5. In any instance in which the PC fears for an individual's safety, learns that a parent or parents intend(s) to commit a felony, or has a reasonable suspicion that



a child may be subject to abuse, maltreatment, or neglect, the PC reserves the right to inform relevant authorities immediately and/or notify the court pursuant to Standing Order (SO) 1 – 17 (10). Should this occur, the PC will make every effort to alert parents 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, in the PC's discretion and in conformity with our primary goal of transitioning this relationship into a respectful business-like co-parenting partnership and facilitating effective child-centered communication and interactions. All information received during the PC process is subject to use by the PC in rendering a recommendation and/or determination.

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 determinations 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 ¶ 11 of 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 that contract with OFW shall be coterminous with the term of this appointment. Each CPP also agrees to purchase the Tone Meter option from OFW. Each CPP shall promptly grant this PC Professional Access to their account. Thereafter, except for emergencies, both CPPs agree that all and only (unless otherwise agreed to between both parents in writing) child-related communication and all scheduling of child-related activities shall be exchanged via OFW and in accordance with the terms of the PGP and CP. All summaries, recommendations, and/or determinations of this PC will be posted in the MyFiles section of OFW or plainly noted and contained in the relevant OFW 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. Additionally, each parent shall enter in the calendar any child-related extracurricular activities for which they are primarily responsible. Unless otherwise agreed in writing, the parent who enrolls the child is deemed to have primary responsibility.

5. The PC shall have exclusive authority to determine the conflict 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 the process 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 exclusive authority to determine the protocol for all interviews and exchanges and to determine who attends any meetings, calls, video conferences, and/or who participates 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 resolve conflict as efficiently as possible; toward that end the PC reserves the exclusive discretion to determine how much time will be spent 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 determination on said matter using 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/or with 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 non-financial child-related disputes (within the scope of the PC's 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. The PC is unavailable or unresponsive to the CPPs' request for intervention,
  - 7.2. The matter has been brought to the PC's attention and he has advised that he is unable or unwilling to address the matter,
  - 7.3. The matter has been addressed and either or both parents disagree with the recommendation or determination,
  - 7.4. A CPP is not abiding by or acting in accordance with a term of these contracts or a determination.
8. *If the PC has addressed a child-centered conflict and either CPP disagrees with the determination, each agrees to be bound to comply fully with the determination unless and until the Court directs otherwise.* Barring exceptional circumstances, any appeal of determination must be initiated within fourteen (14) days of the date the determination is posted in MyFiles.
9. If the PC issues a recommendation or if parents otherwise achieve an agreement, either parent may submit the PC's recommendation or their agreement to the court of appropriate jurisdiction as a Joint Petition to Modify [See Rule 412] or as a Complaint for Modification or perhaps an *ex parte motion* to modify and incorporate the recommendation or agreement into an Order or Judgment of the Court to ratify its enforceability, as required by Standing Order 1-17 (8).



10. If failure or refusal to abide by a determination is the cause of an appeal to the Court by a CPP, then the parent who fails to abide by the determination agrees 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 the parents' children to unnecessary ambiguity, conflict, delay, and disruption.

11. The PC 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*, will be posted in MyFiles and provided to each therapist, counselor, or coach. **In the case of the 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).**

While each mental health professional is always free to share with their client the substance of any conversation with this PC, both parents understand and agree that conversations among professionals in team meetings must be treated differently. Accordingly, both parents agree that they will not seek attribution from any participant in said team meetings of any particular comment made by any particular professional during said team meeting.

**13.** All PC time is billed at the rate of Four Hundred and Twenty-Five (\$425.00) Dollars per hour. **The maximum expenditure for PC services by 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. In which case, both parties acknowledge they must, pursuant to Standing Order 1-17 (8), submit to the court for ratification their agreement to increase the maximum expenditure.**





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 the PC's 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 establishing this engagement, in preparation for any session, in review and response to emails, contact with CPPs, collaterals (including counsel for either parent), document review, considering and drafting recommendations and/or determinations, and on 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, and, hopefully, in extremely rare situations, it may become necessary for this PC to receive, review, make suggestions, monitor, edit and/or 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 to reallocate fees in this manner, all time charges for monitoring and/or editing those communications shall be attributed solely and exclusively to the authoring parent. And, if only one parent is obligated to pay, these charges will, only after notice, be assessed 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 billed to the file and 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 the PC's sole discretion, requisite to continued work. Failure by either or both parents to submit a timely replenishment may result in the suspension of all services. 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 Judgment, which could possibly result in court action being initiated by one CPP and a finding of contempt by a judge. In any circumstance where PC services are suspended due to nonpayment, the term of this engagement — upon replenishment — may, in the PC's 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, if any, in the same proportion as fees as set forth above.

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 both of the CPPs decide to cancel with fewer than 24 hours' notice, fail to arrive (reasonably allowing for extreme weather conditions, illness, injury, or other good cause), and/or meaningfully participate in the entire session, all 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 might be the loss of "first choice" the next time a situation where such a choice 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. If either parent, without notice, fails to arrive at a meeting and/or log in and participate in a virtual session within 15 minutes of the appointed time, that parent alone shall be charged for the entire session.

13.9. Similarly, if a session is terminated by me due to disruptive or abhorrent behavior of a parent; or, if a parent unilaterally terminates a session before it is scheduled to end, that parent may be charged for some or all costs associated with the session.

13.10. Generally, early each month client accounts are reconciled to account for services rendered during the previous month(s). Unless service fees are de minimis (in which case charges will be carried forward), both CPPs will receive a full accounting of both accounts in addition to an invoice for services rendered during the preceding month(s). A copy of the invoice and reconciliation report (RR) will be posted in OFW each month following the delivery of services. There will be no accounting posted for any month during which no services were rendered. Requests for replenishment are similarly noted in OFW and timely replenishment is a condition for continued service.

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

13.12. If necessary, after reasonable efforts fail, the PC may seek payment for services from the Court that issued the appointment.





13.13. Dishonored check and/or stop payment fee \$100.00.

13.14. 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, the PC reserves the right to reallocate fees to said parent, thereby relieving their CPP of such fees. If the PC determines this to be the case he will inform both parents of his intent, in writing, at the time that the decision is made 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 may be extended pursuant to Standing Order 1-17 [14]), **a period of //// 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 **//// years** at the then current hourly rate for services subject to the court's approval as set forth in Standing Order 1-17 (14).

16. The PC's term will terminate as a matter of law after the stated term ends. It will be terminated prematurely if:

The Court orders that services be terminated:

16.1 In the PC's discretion, the foregoing terms are breached, including numerous absences and an inability or refusal to keep advance deposit funds current

16.2 The PC believes that one or more CPP is not cooperating or participating in good faith

16.3 The PC believes that this process is not productive or somehow risks harm to anyone, including CPPs, the child(ren), or him

16.4 The PC deems himself no longer able to work with either parent in a neutral or productive manner

17. Pursuant to Standing Order 1 – 17 § 14 (d) if termination is initiated by this PC, each CPP and all counsel will receive written notice with at least 15 days prior to the effective date.



18. PC services 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.

19. If either CPP challenges a determination 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, subject to the Court's discretion, 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. If any Court action becomes necessary because of a determination or recommendation made by this PC, both CPPs agree to promptly accept service of any such pleading upon request.

20. If the provisions of ¶ 17 of the PGP are disregarded, and the PC is subpoenaed or ordered to appear at any proceeding, and/or produce records, the CPP who initiated the request to produce and/or issues the subpoena agrees to provide the PC with prepayment in the amount of Twenty-Five (\$25,000.00) Dollars. This sum is a reasonable estimate of the fees and costs associated with litigating the violation of this term of the SA. This reasonable estimate is intended to include the preliminary costs of the PC's attorney (at their usual rate) along with all estimated costs associated with preparation and opposition of the breach including, if necessary, seeking an appeal of the Court's ruling or order. All costs for time expended by this PC in preparation/consultation with counsel and opposition is calculated at the rate of Five Hundred (\$500.00) dollars per hour.

21. Any hearing on a disputed determination or recommendation is de novo; nonetheless the determination of the PC shall be adhered to by both CPPs until it is otherwise ordered by the Court. As noted in ¶ 17 of the PGP, all information contained in OFW shall be admissible, without objection, in any/all proceedings relative to any dispute regarding a determination or recommendation.

22. In the event that either or both CPPs for any reason choose to initiate any legal or administrative action against this PC for any action taken or not taken in his capacity as their PC, 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 this PC 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.

23. 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 beforehand, 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.

Parenting Coordinator  
Tony Pelusi & Associates  
41 Crossbow Lane  
North Andover, MA 01845  
781.944.9449  
tony@tonypelusi.com

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 decisions 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 decisions that will affect our child and us unless and until his decision is modified or revoked by the court.

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