

POLICIES GUIDELINES AND PROTOCOLS (PGP)

Parents & Counsel

Please review this agreement and the PCSA between yourselves.

Once you, your co-parent (CPP), and counsel have agreed upon the scope of authority granted to me (see paragraph 11), please submit for my review and approval any proposed additions, deletions, or proposed modifications you would like me to consider in **one Redlined document** so I may thereafter finalize these service agreements.

Once confirmed by me, I will circulate via Adobe Sign both documents for signatures of clients and counsel

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) with them and for the benefit of the children. It is important that both co-parenting partners (CPPs) confirm their informed consent to participate in the PC process by initialing each page of and signing both documents in the spaces provided. Together these SAs, the Order or Judgement of the Court, and/or any Stipulation of the Parties shall constitute the entire agreement among us. ***By initialing and signing each page of these documents, each CPP acknowledges that prior to joining this PC in a three-way chemistry session designed to discuss these terms of these service agreements each was provided with the opportunity to review a pro forma version of these agreements so they could have any questions answered. Parents confirm that they have or will contact me to discuss any additional questions or concerns, consult with their CPP, and/or legal counsel as desired, and that they are satisfied these documents accurately reflect the terms of our agreement.***

This Parenting Coordinator 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.

It is important to note that, during the intake process, at both the Individual and Joint Sessions, we will review the draft version of the Communication Protocol (CP) [Draft copy appended hereto]. Thereafter it is possible that from time to time we or I may choose to revise certain aspects of it. 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 parents review and signature. By signing this document, you confirm your understanding and agree to abide by the CP as finalized and, if it is ever revised, to sign any revision as a precondition of us continuing our work together.

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

1. **What is a PC?** The Probate and Family Court formalized the parenting coordination process in Standing Order (SO) 1 – 17. The role of a PC, which has long been recognized and valued by the courts, is that of a trained, skilled, and qualified professional to serve in a multifaceted process designed in large part to resolve, in the best interests of the children, disputes on child-related conflicts. This PC brings a hybrid set of skills Co-Active Coaching certification, Organization and Relationship Systems Coaching [ORSC™] along with mediation training,



Parent Coordination accreditation, many hours of specialty and legal training, along with years of PC experience and innumerable life experiences and skills who agrees to be available for a specific period of time under specific conditions to assist conflicted CPPs settle non-financial child-related disagreements. This work is always done collaboratively and with the best interests of their children in mind, honoring the terms of existing parenting plan, these SAs, and associated Court Orders or Judgements. In this capacity, the PC brings skills of communication facilitator, educator, and problem solver to families. The process is fluid and dynamic, not static, so it is subject to morph and change in appearance over time and within the confines of the 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 the children. Success is defined as transitioning from a formerly intimate spousal (and most recently an adversarial) relationship into the cordial and respectful business-like co-parenting partnership (CPP) that the children deserve. Success is achieved when both parents develop flexible thinking and learn and employ new communication skills and structures to resolve their differences without Court involvement, with minimal, if any, impact on the children.

And, ideally, parents will reach the point where even PC services are no longer necessary!

2. The PC is empowered by the Court Order or Judgment, these SAs, and the parents' mutual consent to:

- 2.1 Meet and communicate with CPPs individually and/or jointly
- 2.2 Elicit relevant information from concerned others (including but not limited to individual therapists, teachers, physicians, coaches, and extended family members) and via direct observation or examination (for example, visiting a proposed school or extracurricular activity, or meeting and talking with the children) to assist the CPPs to better understand and meet their children's needs
- 2.3 Meet with and discuss the PC's role with the children, should they be sufficiently mature

3. The CPPs have agreed to voluntarily endorse 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 parental disagreements

3.7 Reduce the risk that parental conflict will result in short and long-term developmental issues in their children

4. This PC is an attorney licensed to practice in Massachusetts, an accredited parenting coordinator, and a certified professional and collaborative coach. He has received and provided extensive training as a PC, relationship and collaborative coach, and as a facilitative, interest-based mediator. While the PC has been trained as a GAL, he chooses not to serve in that capacity. In his work the PC draws upon these multifaceted skills to assist CPPs to better understand and meet their children's needs. He likes to say that while he works *with* the parents, he works *for* their children. Parents are welcome and invited to learn more by visiting his website at <http://www.tonypelusi.com>.

5. When serving in the hybrid role of PC, he will draw upon all his skills and training, as well as his experience as an attorney, professional coach, facilitator, mediator, parent, and grandparent. *The PC has not, nor will he ever serve as an attorney, mediator, G.A.L./custody evaluator, coach, or in any other professional capacity, for either CPP or their children singly or in any combination.* When working with CPPs, he always maintains an eye towards educating them about better ways to communicate with each other, and with the 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 that require a PC and the stresses associated with the coparenting process, it may be helpful for parents to commence or continue working with a skilled coach or in a therapeutic relationship with a skilled, qualified, and licensed mental health professional of their choosing. If they are not so engaged, the PC will recommend it for their consideration if perceived that it might be helpful.

6. *The PC will not keep secrets with or otherwise align himself with either CPP. Matters discussed with one CPP via any medium are subject to disclosure to the other CPP, in the PC's discretion, in keeping with our primary goals of facilitating constructive child-centered communication and building a respectful co-parenting partnership. All information received by the PC during the PC process is subject to be used by him when rendering a recommendation or determination if asked to do so by either parent.*

Policies and Guidelines

7. **Vetting, Onboarding and Appointment process:** One of the key elements to success in parenting coordination is to properly investigate the clients' needs and the 'chemistry' that exists between and among the necessary parties. In service of this important dynamic, this engagement was preceded by a comprehensive vetting and onboarding process. *Here, that process began with an inquiry from counsel or a parent. In response the PC asked the person who initiates the inquiry notify their CPP (in the case of a parent inquiry) or opposing counsel (in the case of inquiry by counsel). Then*



the PC scheduled two separate three-way Zoom video conferences — one with counsel and one with the parents. During these conferences, all parties explored the clients' needs and expectations and discussed the PC's approach to parenting coordination. When it was agreed that the PC's services might be helpful, PC then worked with counsel to customize the terms of these service agreements to ensure that they comport with court orders/judgment. Once finalized, the PC circulated the service agreements to clients and counsel for signatures via Adobe Sign. Once fully executed, copies of these agreements will be presented to court as attachments to the appropriate pleading seeking confirmation of the PC's appointment. Only after the court has had the opportunity to review the pleading and signed service agreements and confirmed the PC's appointment does the PC consider himself properly poised to begin the engagement.

As part of the vetting/intake process, the Parenting Coordinator has and will continue to assess whether any interpersonal violence has or may be present and, if so, shall assess how any such power imbalance or safety concerns will be mitigated. Each Parent's safety and ability to participate in the parenting coordination process will be assessed continuously throughout the Term.

Parents understand that parenting coordination is a verbal and written process. It relies in part on their willingness and ability to understand and engage in written and spoken exchanges using the English language and electronic devices. Learning, processing, and technical skills differ among each of us and these skills are required in order for you to fully benefit from this service.

Please alert me immediately if you have any difficulty understanding anything or if you need more time to process information so we can accommodate your need.

8. Our communication process: This PC starts every engagement by asking each parent to complete several intake forms; among them a Client Intake Questionnaire and a Behavior Assessment as well as two assessments [CoPAFS and Parent Problem Checklist]. He also asked counsel to seek permission from the court for them to provide him with a copy of the GAL report. Once appointment has been confirmed, the parents have completed the intake forms and posted copies in the MyFiles section of OurFamilyWizard, the PC receives a copy of the GAL report (if any), and each of retainer account is fully funded, the PC will schedule an initial individual session (IIS) with each parent. This is a one-on-one meeting that lasts approximately two hours. During the IIS, the parent and PC will discuss the parent's needs and how we will proceed during this engagement, confirm certain ground rules and boundaries will also be confirmed. *Each CPP will be given homework to complete before the initial joint session (IJS).* As always, there is an agenda for each meeting. The PC will introduce parents to several new processes as outlined in the Communication Protocols (CP). The parent may identify areas of concern and, to the extent possible, specify the goals and outcomes they hope to achieve in the process. After meeting with each CPP individually, all three will convene for a two-hour initial joint session (IJS). Here they will confirm mutual understanding and acceptance of the terms of the engagement, finalize the



Communication Protocol to ensure that it comports with the terms of the parenting plan and any court orders, personalize the language of a *Co-parenting Agreement To Be Read To The Children*, discuss impressions gained from watching several videos, consequences for non-compliance, and begin conflict resolution by addressing the items listed in the “open concerns” document that each parent will have created and shared between themselves and the PC prior to the IJS. If they are unable to attend to all agenda items during this IJS, PC will schedule as many follow-ups Zoom conferences, and/or meetings as are reasonably (in the PC’s sole discretion) necessary to address foundational considerations and resolve open agenda items. Sometimes, if the PC deems it appropriate, parents will establish a course of action that presents the opportunity for them to first attempt to resolve their concerns between themselves using the newly established protocols before inviting the PC into the resolution process.

8.1 Prior to any Zoom conference, call, or meeting, the PC will ask each CPP to provide a clear statement of their concerns, which he will use to compose the agenda for the session. Each CPP’s statement of their concern shall be shared with their coparent and this PC prior to a Zoom conference that will address that concern. Agenda items are concrete, child-centered matters typically concerning (but are not exclusively required to fall into any of the below-referenced categories):

8.1.1 Any disputes about parenting time within the scope of the PC’s authority and the parameters of the existing parenting plan, including but not limited to temporary or experimental changes in the regular schedule, parental access for special occasions, holidays or vacations

8.1.2 Communication between the parents

8.1.3 Parenting practices, including transitions of the children

8.1.4 Any disputes regarding the children’s activities, schooling, or medical issues

8.1.5 Future decision making (extracurricular activities, summer camp enrollment, school choice, vacation scheduling, etc.)

8.1.6 Subject to the terms of the PC’s appointment, any other nonfinancial child-related matter upon which the parents cannot agree and/or which either submits to the PC (such as disagreements about scheduling and care of your children, 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) shall be submitted to this PC for consideration.

8.2 Agendas guide the process of our interaction. Each CPP agrees to participate in the Zoom conferences, calls and/or meetings by employing “flexible thinking,” which in this context means being fully prepared to discuss any concerns and proposed resolution, as well as to explain their rationale for any proposal, all while keeping an open mind and willingness to give full consideration to their CPP’s proposal and



rationale, and ultimately working together to achieve compromise in the best interests of their children (BIOC).

8.3 All written electronic communications between either of the parents and/or with the PC will commence via an [OurFamilyWizard](#) (OFW) message. *Messages addressed to the PC must include a cc: to one's CPP. The PC will not entertain ex parte communications initiated by either CPP unless and until he pre-approves a written request for individual communication. In any case where one CPP wishes to communicate 1:1 with the PC they must provide their CPP with notice (of the subject matter) and, the PC will provide each with an opportunity to be similarly heard on the subject matter of the request.*

8.4 Nonetheless, in certain instances, the PC may choose to initiate communication with one CPP only – in which case the other CPP may or may not receive notice, a summary, or a similar opportunity to be heard.

8.5 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 and/or collectively, as well as any/all other persons with pertinent knowledge of the matter in question, as deemed appropriate by the PC.

8.6 If counsel for either parent initiates communication with this PC, opposing counsel (or self-represented coparent) must be notified and provided with the opportunity to provide similar input.

8.7 While parents may receive OFW communications from the PC in the evening or over the weekend, please note that he neither sees clients nor engages in dispute resolution after normal business hours or on weekends

8.8 For first three-months parents should plan to meet more frequently, perhaps even once a month, until all items on each of their ‘open concerns’ lists have been addressed or waived.

9. Emergency circumstances: PCs do not provide critical care; accordingly, the PC is not available to respond to emergencies – that is a public safety function of the police and fire departments, medical professionals, and perhaps parents’ 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). The parents’ and PC’s work together will be deliberate, proactive, and efficient. Accordingly, it is incumbent on the parents to be mindful of the timing when they raise an issue for consideration. Generally, each CPP should allow the other **24** hours (excluding vacations, weekends, and holidays) to respond and sufficient time for both parents then and thereafter 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 the children effectively without time to consider both the children's and each CPP's interests before offering a recommendation or determination the issue in dispute.

9.1 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 he will be available to serve on such 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 costs to one CPP.

As you know, this PC works as a solo practitioner and the duties of a PC are non-delegable, so, there are times during the year when he is away from the office and unavailable for periods of up to two weeks. The PC always provides his clients with advance notice of the times when he will be unavailable. Accordingly, if a parent anticipates the need for the PC's services during the period of his absence, it is incumbent upon them to provide as much notice as is possible under the circumstances.

10. Record keeping: The PC makes confidential notes of his work with the parents that are converted into summaries, determinations, or recommendations. OFW maintains a complete time stamped record of all information posted and interactions exchanged on the platform. In MyFiles, the PC generally provides both CPPs with a written summary of each Zoom conference, call and/or meeting. Additionally, he will summarize in writing all agreements that are reached with his support and add them to a document titled "Agreements" which will be posted in the MyFiles section of OFW. *When the parents reach any substantive agreement between themselves (without the PC's support), they agree to add them to the same document and promptly repost an updated copy of the Agreements document in the MyFiles section of OFW. Agreements reached by consensus of parents are binding from the date made or specified in the agreement and are only subject to change by further written agreement of both parents, or this PC, or the court.* This process not only memorializes agreements but also helps to keep the PC informed of important things that the parents decide. In most instances when parents are unable or unwilling to agree and either or both request that the PC make a determination, he will issue a written decision which is supported by a rationale (where appropriate). Generally, the PC's written decision will include each CPP's proposed solution and their rationale in support of the same. The determination will either be noted in and appended to an existing 'thread' or be posted in the MyFiles section of OFW as promptly as reasonably possible under the circumstances.

Except on rare occasions, when a determination or summary is initially posted and identified as "Final," both CPPs are expected and invited to review and comment on any factual inaccuracies in the determination or summary within 24 hours of it being posted in the MyFiles. If neither CPP responds within the allotted time, the determination or



summary 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.

10.1 Unless otherwise noted, each determination shall be effective immediately when it is posted in OFW.

10.2 Nothing herein shall limit the PC from reconsidering or amending any determination at any time should circumstances warrant.

10.3 At times, it may be necessary for the PC to make an oral determination. In situations such as this, the oral determination is also effective immediately and will be reduced to writing as soon as is practicable under the circumstances.

11. **Scope:**PC may support parents in resolving any child related disagreement they jointly or individually agree to present to him. This PC may interpret and clarify provisions of parents' stipulations, agreements, and/or court orders when parents have divergent views/understanding of same.And/or provide revisions to previously decided parenting issues as needed to meet changing circumstances; or are no longer workable due to a change in circumstances;

It is beyond the scope of the PC's work to mediate or arbitrate any matter which might *contradict or substantially* alter the parenting plan, an existing Court Order or Judgment. Most particularly, the PC is prohibited from recommending changes of court-determined legal decision-making authority or residential responsibility which may 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. At times, new processes may be implemented on an "experimental" basis.

Additionally, if both CPPs agree to explore a child-focused modification of a matter that is outside of the scope of this engagement, the PC is generally willing to work with them to develop a mutually agreed upon proposal *which they and/or their 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, 8, & 9 provides a list of *permitted, required, and prohibited duties* of all PCs.

11.1 Both parents hereby agree that it is within the scope of this PC's responsibility to issue a binding decision/determination on each of the following matters:

As noted in SO 1-17 §7:

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 assessment or counseling for the child or children;

(x) psychological testing or other assessments of the children;

(xi) religious observances and education.

- 11.2 Educate the parties about making and implementing decisions that are in the best interest of the child or children;
- 11.3 Assist the parties in developing guidelines for appropriate communication between them;
- 11.4 Suggest resources to assist the parties; and
- 11.5 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.

WHAT FOLLOWS IS A LIST OF MORE SPECIFIC MATTERS OVER WHICH BOTH PARENTS AGREE THE PC HAS BINDING DECISION-MAKING RESPONSIBILITY

(Strikethrough – rather than delete - matters over which parents do not agree to grant binding decision making/determination authority and over which PC may only issue a recommendation):

FURTHER, BOTH PARENTS AGREE TO GRANT THIS PC BINDING DECISION-MAKING RESPONSIBILITY OVER THESE SPECIFIC MATTERS:

- a. Disputes regarding Weekly Parenting Schedule
- b. Adjustments to Weekly Parenting Schedule
- c. Swapping parenting time in Weekly Parenting Schedule
- d. Disputes regarding Holiday Parenting Schedule
- e. Adjustments to Holiday Parenting Schedule
- f. Swapping time in Holiday Parenting Schedule
- g. Disputes regarding Vacation Parenting Schedule



- h. Adjustments to Vacation Parenting Schedule
- i. Swapping time in Vacation Parenting Schedule
- j. Disputes regarding Telephone/FaceTime/OFW Calls and other virtual contact between child and off-duty parent (OFP)
- k. Adjustments to Telephone/FaceTime/OFW Calls and other virtual contact between child and off-duty parent (OFP)
- l. Disputes regarding discipline of the child
- m. Disputes regarding transitioning of children's personal belongings and possessions
- n. Disputes regarding Makeup Parenting Time
- o. Adjustments to Makeup Parenting Time
- p. Whether the child may attend special functions/and or events
- q. Disputes regarding medical, dental, orthodontic, psychotherapeutic and other care of the child
- r. Disputes regarding child's bedtime, diet, and/or clothing
- s. Selecting and modifying extracurricular activities
- t. Educational and school choices, including course selection
- u. Disputes regarding transportation of the child
- v. Adjustments to transportation arrangements of the child
- w. Disputes regarding pick-ups and drop-offs of the child
- x. Adjustments to pick-ups and drop-offs of the child
- y. Disputes regarding contact with extended family members
- z. Disputes regarding contact with significant others
- aa. Disputes regarding summer camp
- bb. Disputes regarding reimbursement of expenses for mutually agreed upon clothes, supplies, and/or extracurricular activity fees
- cc. Disputes involving right of first refusal if provided for in parenting plan
- dd. Temporary change in responsibility for making a decision (i.e., one parent will have the short-term power to make a decision over an issue or if both parents must agree on an issue before action can be taken)
- ee. Assist parents in modifying patterns of behavior and in developing strategies to manage and reduce opportunities for conflict in order to reduce the impact of any conflict upon the child(ren)
- ff. Temporary change in parenting conditions (such as: no smoking, no firearms, no consumption of alcohol, home facilities such as number of bedrooms or sleeping arrangements, etc.)
- gg. Disputes regarding the daycare arrangements for the child.
- hh. Adjustments to the daycare arrangements for the child
- ii. Making and changing determinations regarding the alteration of the child's appearance, such as haircuts, pierced ears, body piercing, tattoos.



- jj. Making determinations or recommendations that either or both parents submit to substance use testing, mental health evaluations, ensuring the PC has access to any generated reports or results, and the ability to consult with provider
- kk. Making determinations more specific or clarifying existing orders to help the parents avoid violation of terms of parenting plan/separation agreement/Judgment of Divorce
- ll. Change the times for religious observances and training by the child.
- mm. Determining and ordering appropriate medical, mental health, and counseling treatment (including psychotherapy) for the child.
- nn. Recommending that either or both parents would benefit from participating in substance use treatment or counseling, domestic violence counseling, attendance at batterer's intervention programs, anger management, parenting coaching, or other similar interventions
- oo. Recommending psychological testing for either or both parents and/or the child
- pp. Recommending a change of third-party provider for any family member
- qq. Any other child-related matter upon which the Parents cannot agree and the Parents agree in writing to submit to the Parenting Coordinator
- rr. Clarify and resolve different interpretations of or ambiguities in the Parenting Plan, and develop additional provisions to address situations that were not anticipated (see 11.6 below)
- ss. Topics requiring the PC's input in the parties' as set forth specifically in their Separation Agreement
- tt. Recommendation and/or determination of appropriate screen time limits and rules for the children
- uu. Develop new provisions to address situations that were not anticipated
- vv. With appropriate authorization and being respectful of child's privilege, convene and establish protocols for meetings between and among individual and family focused third party providers (including but not limited to coaches, mental health, and other professionals) to develop and confirm alignment in goals, monitor and/or confirm commitment/progress,
- ww. If necessary, recommend the replacement of one or more third party professionals
- xx. Other: (add any additional matters over which you both wish the PC to make a recommendation or have binding decision making authority aka determination)

11.6 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.



- 11.6.1 For example, this PC may make recommendations and referrals for therapists, as needed for either or both parents and/or children.
- 11.6.2 This PC also maintains authority to recommend a temporary cessation of other treatments (e.g., individual or family treatment), if he finds that these treatments are not currently helpful to the family intervention.
- 11.6.3 This PC may also recommend the addition or termination of therapists involved in this process. If therapy is court ordered, recommendations such as these must be approved by the Court to be effective.
- 11.6.4 Furthermore, both CPPs agree that no new mental health professionals are to become involved with any member of the family during the duration of this engagement unless the court or this PC approves this involvement

Duties required by SO 1 - 17 §8:

11.7 Whenever the parties come to an agreement with the assistance of the Parenting Coordinator that modifies an existing order or judgment, the PC 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 duties prohibited by SO 1 – 17 §9:

11.8 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 determinations for the parties without the parties' express written agreement that has been incorporated into an order or judgment.

12. Consultation: In certain instances, this PC may determine it is helpful or necessary to consult with and recommend ancillary services from a suitable professional, have an assessment, or evaluation performed on a parent and/or child(ren) and may recommend or require, if permitted, the same. Should a situation such as this arise, we will discuss it in advance. All time involved in such consultation will be charged as set forth in the accompanying PCSA.

12.1 Whenever practical this PC will advise parents in advance of any consultation. In every instance it is the sole responsibility of the CPPs to



compensate the consultant at their regular consulting rate. 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.

- 12.2 The PC shall remain in conversation with the consultant and is entitled to copies of the results of any and all reports, evaluations, or assessments performed at consultant's or this PC's request.
- 12.3 *The cost for any and all services provided by third parties referenced herein are in addition to and excluded from the calculation of maximum expenditure required by SO 1 – 17 §5 (v). and set forth in §13 of the accompanying PCSA.*
- 12.4 When considering the conflict dynamic of the CPPs this PC will offer his honest assessment, suggestions, and may *recommend or require as a condition of continued service* that either or both CPPs avail themselves of collateral resources such as individual therapy, high conflict parenting classes, online or in-person co-parenting training, interpersonal violence awareness training, anger management, family therapy, and/or substance abuse counseling, programs, or treatment, as he deems appropriate under the circumstances.
- 12.5 If the PC determines that it will be helpful, he is hereby specifically authorized to convene a consultation(s) between and among all professional service providers, including but not limited to doctors and therapists, who are working with the family. Both CPPs understand and agree that these consultations are necessary and designed to open the lines of communication between and among support professionals to provide each with a more complete picture of the dynamics of this family system and primarily to ensure that each professional's goals are aligned, and clients are appropriately engaged. These consultations are intended to provide each professional with a more comprehensive perspective of the family dynamics than the one which is provided by their individual client. Parents agree that they will discuss in generalities that which is discussed during these team meetings and will not seek attribution from any professional
- 12.6 From time to time, this PC may determine that it is helpful for him to share a copy of an OFW exchange with a third-party provider, such as a lawyer, a therapist, or a doctor to either enlist their support or to give them a more complete picture of any given circumstance.

13. Outcomes: The primary goal of parenting coordination is to create and facilitate clients learning a process by which CPPs reach child-centered agreements – ideally on their own! And, only when an impasse is reached, for this PC to issue an arbitrated determination. In such circumstances, one CPP may feel vindicated and the other may feel aggrieved. *Such grievances must be promptly directed to this PC's*



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, termination of services, or non-compliance with a determination.

14. 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 the maximum extent possible and with reasonable consideration of the circumstances, to have the benefit of two caring, concerned, and engaged parents. *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, perhaps, when the children share brief or overnight visits, each CPP agrees to provide the other with a "Transition Email" as further described in the accompanying Communication Protocol, each and every time any or all of the children transition from the care of one CPP to the other.

15. 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 determinations that provide temporary accommodations to any of the above in appropriate circumstances within the scope of ¶11 above. In each instance where a temporary accommodation is made the PC will use his best efforts to find an accommodating concession which will be granted so as to remain in as much in compliance with the parenting plan as is reasonably possible.

16. Parties' Concerns and Complaints Regarding the PC: At times, the PC process leaves at least one CPP feeling aggrieved. Both CPPs are advised that concerns, grievances, and complaints about the PC process [as distinguished from concerns, grievances, or complaints about specific determinations and/or recommendations which must be brought directly to the court without consideration of the provisions in this section] should, in the first instance, promptly be presented in a detailed writing via OFW (with a copy to their CPP) to this PC. In any such instance, the PC



shall be granted up to 30-days to respond in writing. If appropriate, the PC will then communicate with the CPP and their attorney (if any), to discuss the matter. *If the complaint or grievance is not resolved after this meeting, the complaining CPP must then proceed resolve their differences via mediation before resorting to any action in the court from which this PC appointment initiated with a petition for relief and/or removal of the PC or a decision that the PC acted outside the scope of their authority and committed an act which caused harm to the parent, such as negligence, malpractice, malfeasance or other action giving rise to professional liability.*

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 other legal action against the PC is undertaken.

Recommendations can go either way, but if a CPP cannot get past their dissatisfaction with this PC, it could mean it is time to find a new professional. Therefore, it is important that any concerns regarding this PC's work, recommendations, or determinations are brought to his attention as soon as possible so he can address them. Should any such concern or complaint result in legal action, an administrative hearing, or review of any kind, the CPP bringing the complaint accepts full and complete responsibility to compensate the PC for all 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.

17. Court: This PC considers our work to be akin to mediation and conversations in anticipation of settlement/resolution of a dispute and thereby 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 or produce any documents in any matter.*
- 17.2 *The CPPs further agree that any and all agreements, recommendations, and/or determinations, 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, if 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. *If this occurs, clients expressly understand this to mean that any and all confidentiality is waived.*
- 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 CPP 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. This restriction shall survive the term of service and shall apply to any and all litigation now and in the future.

17.5The CPPs further agree that if either or both CPPs, attempt to seek such testimony or disclosure in contravention of this provision, and the PC is subpoenaed or ordered to appear at any proceeding, and/or produce records the CPP whose actions initiated the request to produce and/or issues the subpoena agrees to provide the PC with an advanced deposit in the amount of **Twenty-Five (\$25,000.00) Dollars**. This sum is a reasonable estimate of the fees and costs associated with the PC's effort to litigate the violation of this term of the SA. This initial sum is a reasonable estimate that is intended to cover the costs of the PC's attorney fees (at their usual rate) along with all estimated time and costs associated with preparation and opposition of the breach including, if necessary, seeking an interlocutory appeal of the Court's ruling or order should the Court decide not to enforce this provision. All costs for time expended by this PC in preparation/consultation with counsel and opposition is calculated at the rate of Five Hundred (\$550.00) dollars per hour. Client is responsible for all actual costs and fees in excess of the reasonable estimate associated with litigating this breach. Any unused funds will be promptly returned to client once the issue has been finally resolved.

17.6The CPP(s) agree to be completely responsible for and indemnify the PC for all fees and costs in connection therewith, including the PC's reasonable attorney's fees (at counsel's usual and customary rate) in addition to all costs associated with all court appearances including 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 at the rate of Five-Hundred (\$550.00) Dollar per hour for the PC and at counsel's usual and customary rate.

17.7 Each parent understands that an attempt to subpoena this PC may, in and of itself, provide sufficient grounds for the termination of this engagement.

18. Documents: At the outset of this engagement, a signed copy of these Service Agreements was provided to each parent and both of their counsel. A copy of the *AFCC Guidelines for Parenting Coordination (PC) and AFCC Guidelines for Court Involved Therapy (CIT) as well as many other resources* are available using the DropBox link that will be provided during the IIS. A copy of CIT will also 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 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 support, education, and professional development participates in Peer Review and Consultation and on multiple list-serves 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 or on any list-serve the names or personal information of the clients, or to the best of his ability any information that could reasonably lead to another professional knowing the identity of any clients. At times it may be necessary for this PC to provide an anonymized summary of facts and circumstances (aka known as a hypothetical). This PC recognizes his primary licensure as an attorney and is mindful of his obligation to obtain informed consent and to do his best to comply with the terms of the American Bar Association Standing Committee on Ethics and Professional Responsibility Formal Opinion 511 dated May 8, 2024. In consideration of the benefits to both clients and this PC each client hereby expressly acknowledges that despite his best efforts this PC might inadvertently disclose such information about their matter and thereby consents to the release of anonymized (aka hypothetical) information – “which might allow a reader then or later to recognize or infer the identity of the lawyer’s client or the situation involved” - about their family on any list-serve and for these purposes. Any time expended in Peer Consultation is non-billable to the file.

21. Engagement: Each parent separately agrees to:



- 21.1 Comply with, and be bound by, the terms of these Service Agreements
- 21.2 Use best efforts to:
 - 21.2.1. Put the best interests of the Child/Children before their own;
 - 21.2.2 Minimize the exposure of the Child/Children to inter-parent conflict;
 - 21.2.3 Treat each other with respect;
- 21.3 Cooperate with the Parenting Coordinator and take part in the Parenting Coordinator process with promptness and in good faith;
- 21.4 Promptly produce all information, records and documents requested by the Parenting Coordinator

21. Special considerations: (Insert here, if any)

May this be helpful,

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

Please sign your name

Please sign your name

Today's date

Today's date



Draft Communication Protocol (CP) Preamble

Parenting coordination is a verbal and written process. It relies in part on your willingness and ability to understand and engage in written and spoken exchanges using the English language. Learning and processing skills differ among each of us and these skills are required in order for you to fully benefit from this service. Please alert me immediately if you have any difficulty understanding anything or if you need more time to process information so we can accommodate your need.

At the core of every viable relationship is each participant's ability to communicate effectively with the other(s). Regrettably, few individuals have ever been exposed to or acquired the skills that support effective communication, and few others have been trained on how best to engage with others, when in stressful emotional situations. This Parenting Coordinator (PC) is available, in large part, to support coparenting partners (CPPs) as they transition from an intimate/spousal (and most recently an adversarial, often hostile) relationship into the cordial, respectful and effective business-like partnership whose sole purpose is to effectively coparent their children.

Both 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.

Ideally, the first and best conflict resolution process occurs directly between the CPPs and out of the presence of the children. Best practice is for the parent who is first aware of an issue to alert their CPP of their concerns in a *neutral, non-violent, respectful manner*. Opinions are then exchanged without hostility, **flexible thinking is essential**, and concessions are made and offered in the interest of serving the children's needs (this is where NVC and BIFF become useful structures to employ. More on that later.) And hopefully, a mutually agreed upon decision will be achieved and documented.

CPPs achieve success by letting go of their narratives, expectations, and existing habits, and instead adopting new perspectives, protocols, and structures that support effective communication. The purpose of this CP is to provide parents with some of the essential tools they'll need to engage in respectful, mature, two-way dialogue. Supported by their own success, often CPPs will, over time, increase the likelihood of finding new and effective ways to successfully resolve conflict 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 unhealthy impact, known as ACES, on the long and short-term well-being of children who are exposed to and caught up in*



unhealthy conflict between their parents. It is now a certainty that one, often unintended, consequence of exposing children to such toxic parental conflict is both a short and long-term detrimental developmental impact on the child's brain, personality, and overall well-being.

As this PC introduces new practices and protocols designed to improve skills and 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 — parents must be patient with themselves and their CPP
- Third, the children will likely become bewildered when they witness this new manner of behavior between their parents, so parents must 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 parents have employed reasonable attempts to achieve the desired result and/or to gain compliance from one's CPP, as outlined below, is it wise, cost-efficient, and appropriate for one CPP to enlist the support of this PC. This is where 'So, What's Your Proposal?' (SWYP?) can be helpful; more on that to follow.
- *Fifth, except in rare circumstances, we will only actively engage in resolving one disagreement at a time.*

Our Family Wizard

1. Each CPP agrees to 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) of the [Our Family Wizard](#) website. Enrollment shall be coterminous with this PC appointment. For the entire term of this engagement, both CPPs shall exchange in all written electronic communication regarding their children, *and only child-related communication*, via [Our Family Wizard](#) (OFW).

2. Unless they have already established their OFW account, each CPP agrees to visit the [Our Family Wizard](#) website no later than two (2) calendar days after signing this agreement to register and familiarize themselves with how OFW operates.

3. Each parent accepts responsibility to develop their understanding of OFW and the technical competence to use same. OFW offers technical support, Resource



links [on the home page], and there is a series of YouTube video tutorials available online.

4. Each CPP shall provide this PC with Professional Access to their account.

5. Each CPP may make their own independent determination about whether they choose to grant limited professional access to their attorney, a family or household member, and/or their own mental health professional. Doing so allows the professional to view that which their client views and to communicate **only** with their client.

6. At the Initial Joint Session (IJS) we will discuss the possibility of granting limited OFW access to their children, if either or both CPPs wish to consider that option.

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 postings and content. That means logging in and reading all unopened messages at least once per day and at some point during the same day that any notification is received. It is presumed that parents will read all unread postings after logging in. Not reading them is done at one’s personal risk/detriment.

Calendaring

9. If they have not done so beforehand, within five (5) days of the Initial Joint Session (IJS), each CPP shall populate the Calendar section with all of the regularly scheduled parenting time that the children share with them as specified in the Separation Agreement, Temporary Order, and/or Parenting Plan.

10. To the extent that there are any ongoing or standing appointments and/or extracurricular activities relative to the children, the CPP who enrolled, scheduled, or is primarily responsible for the activity for the event shall input those appointments into the Calendar within the same five (5) day period.

11. The obligation to promptly input child-related appointments and activities is an ongoing one. And, generally, unless there is a written agreement otherwise or special determination by this PC, priority is given to the earlier entered/standing 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. Please be mindful to allow a minimum of forty-eight (48) hours’ notice to one’s CPP. Best practice is for the receiving CP to promptly notify the sending CP of their acceptance/rejection of the TRADE offer. [Remember someday you will be asking for a trade.] However, if receiving CP does not respond before the trade request before it expires the sending CP shall accept the lack of a response as a *rejection* of the TRADE REQUEST.

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 note is the fact that OFW generates a system message that summarizes the details of all Calendar changes and records the date of entry. This is important because each parent is attributed with knowledge of the content of all such entries.

Expense Sharing

14. While we may discuss the question of expenses when considering a child’s extracurriculars or when the need arises to purchase children’s clothing or supplies, generally PCs do not handle financial disputes between parents. Best practice, of course, is for parents to consult and agree about expenditures such as these before making any purchases for which they may wish reimbursement from their CPP. 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, clothing, 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, any 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 it shall either be approved or rejected.

15. Both CPPs shall utilize the Expense feature to record all potentially reimbursable expenses. An electronic copy of the receipt for payment must be uploaded with each request. (If for any reason 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 agrees to visit the Expense Log no less than once each week and promptly upon receiving notification that a request has been 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 manner.

17. Failure to approve or reject an expense request within ten (10) days of it being posted to OFW by either parent shall be deemed an automatic approval of the expense, and an acknowledgment that the requested amount is owed to one's 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/Judgment, or Temporary Order **within 30 days** of the date that the request is posted, or when the next sum of money is exchanged. **Payments may but need not be transferred via OFW; depending on the plan each parent chooses a transaction fee is charged by OFW after a designated number of exchanges for using the funds transfer service.**

19. At no time will this PC become involved in resolving disputes concerning child-related expenses which remain disputed unless these practices are adhered to. At no time will this PC make a determination or recommendation about any expenses which arose prior to his appointment. When considering extracurricular or other activities for the children, all financial considerations regarding children's activities are to be discussed and resolved between parents prior to any child being enrolled. If the PC is involved in these discussions, expenses must be allocated in accordance with the terms of the parents' separation agreement, Judgment, or Temporary Order of the Court.

Messaging

20. Communication Tips:

- a. Be mindful of tone (pretend that you are writing a letter to your boss and you want to make a good impression or get a raise).
- b. Assume your child will someday read what you write (make them proud of you!)
- c. Give enough information so your co-parent will not be tempted to make assumptions.
- d. Yet, don't give so much information that your co-parent will be overwhelmed or might misinterpret and/or misunderstand what you are saying.
- e. Never scold or bring up the past. (Remember the Four Horsemen of the Apocalypse!)



f. If you see a problem, don't complain; instead, offer a solution in order to foster conversation designed to help negotiate a result in your children's best interests.

g. Fake respect even though you don't feel it!

h. While BIFF dictates that not every message needs a response and no response means "no;" it is polite and sometimes appropriate to simply respond with "I got your message and am unable to accommodate your request."

21. There shall be no texting between CPPs except for emergencies and time-sensitive matters such as last-minute schedule changes and/or delays in a transition. An emergency is defined as something that requires immediate attention (i.e. urgent medical or mental health issue) or a time-sensitive issue, such as running late to an event/parenting exchange. These emergencies may be shared by text, not a phone call, with the other party; and may later be transferred to OFW.

- a. For an emergency, the following protocol will be in place:
 - i. The "on-duty parent" will first secure the child(ren) and address their immediate needs and the needs of the emergency. As soon as possible, the "on-duty parent" will text the "off-duty parent."
 - ii. The emergency text will include the following information:
 1. What the emergency is/What happened/When it happened.
 2. The location and where we're going.
 3. How the co-parent can get in touch with you.

22. Unless agreed upon in advance and in writing, all CPP communication via telephone is limited to matters of emergency regarding the child (defined as above). In any case where there is an oral communication concerning the children, best practice is to memorialize a summary of the discussion by making a Journal entry (either as a public or private entry) in the Calendar section of OFW.

23. All communication between CPPs shall be courteous, respectful, and to the extent possible and necessary modeled after the B.I.F.F and NVC protocols (copies of which are available in PC Handbook, on the resources page of my website, and in DropBox – link provided during IIS) that have been reviewed during the IIS & IJS. There shall be no ALL CAPS (the functional equivalent of shouting) permitted in any written communication.

24. 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.



25. 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.

26. 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 to mean that the recipient agrees with the content of a given message nor does silence automatically equate with acquiescence.

27. If a communication requires a response, the receiving CPP shall pause, get centered, and respond *only after* one (1) hour has passed (supporting responsiveness instead of reactivity) AND *shall* respond in no more than **twenty-four (24) hours** after the message was posted (honoring promptness and respect) unless the communication itself indicates that a longer or shorter period is appropriate under the circumstances. It is always advisable for each CPP to allow themselves sufficient time to center and ground themselves before responding to any communication from the other. Parents and the PC will discuss some specific things parents can do to get themselves into ‘the green zone’ when they meet and discuss the Emotion Meter.

28. 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. To do this, the initiating parent can simply resend their message adding the words “Gentle Reminder” in the body of the message **and invite a response. In order to avoid a ‘split thread’ the responding parent must respond to the most recent message original thread.**

29. In situations such as this, only if that polite “Gentle Reminder” fails to induce a timely response (within **24** hours of the gentle reminder being sent) is the matter ripe for presentation to this PC for his 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.*

30. Another best practice for courteous, respectful, business-like communication is to type a draft of each message in a word document. Then, step away from the computer for a while (go for a walk, perhaps have a cup of tea) and then return and read the message *as if it had been sent to you*. Only



then, perhaps with some editing and being mindful of the tone, should the message be copied and pasted into an OFW message and shared with one's CPP.

*ALWAYS CONSIDER THAT A NEUTRAL THIRD PARTY, SUCH AS THE JUDGE,
WILL SEE YOUR MESSAGE*

31. No one can interfere with the parents' right to consult with legal counsel. The PC strongly encourages parents to exercise this right as often as they deem necessary. He further encourages parents to consult with any trusted advisors they rely upon, including their psychotherapist, pastoral counsel, or coach. Should such consultation or circumstance delay their response regarding an issue raised by their CPP, parent must 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, 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 to you this evening."

This provides a timely acknowledgment and resets expectations.

32. One important aim of this CP is to create ONE complete and unified thread on each topic of discussion. Accordingly, each thread shall contain only one subject, the title of which shall be set forth in the subject line.

33. 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 the most recent communication in each thread** until the matter is resolved. Please be mindful and say all that you intend to say before you send your response.

34. To prevent a "split thread," it is necessary for each CPP to respond **ONLY to the most recent communication in the thread.** If a split thread develops, it shall be the responsibility of the CPP whose response initiated the split to recreate one chronological all-inclusive thread or to bear the cost of additional time incurred by the PC to do so.

35. Each communication with one's 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 author may request an exemption from this PC or the recipient *before* sending a longer response. Remember, the recipient or this PC is always free to ask for more information or further clarification, if needed.



36. A cost-efficient best practice for conflict resolution is for there to be 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 (See model in 37 below). A written summary of the model is posted in Dropbox and a hard copy will be provided to each CPP in the PC Handbook 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 simply add the PC to the thread with a “cc:” to the responding CPP. **The message inviting the PC to become involved must maintain the same subject line as has been used in the communication thread, contain the entire thread, and include a clear request for action by the PC.**

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

- a. CPP 1 creates a subject line that clearly indicates they are offering a proposal: **“SWYP? – [Topic]”**
- b. CPP 1 carefully drafts and presents a proposal to CPP 2
- c. CPP 2 carefully considers the proposal with their children’s best interests at heart
- d. CPP 2 then composes a list of all relevant questions (except ‘why?’) and sends that list of questions to CPP 1
- e. CPP 1 then thoughtfully responds to each question
- f. CPP 2 then thoughtfully reviews the answers provided and either accepts the proposal **or** offers a counterproposal to CPP 1
- g. If a counterproposal is offered, then CPP 1 shall compose their list of questions (except “why?”) and send that list to CPP 2, who then responds in kind
- h. Only if CPP 1 is unwilling or unable to accept the counterproposal of CPP 2 is the proposal ripe to be presented to this PC by either CPP
- i. CPP 1 then sends a reply all, adding this PC, asking for support.

38. If it is not obvious in these exchanges, the PC may well request that each CPP provide additional information and/or state the rationale that supports their belief that their proposal is in the children’s best interests.

39. In a thread that exchanges co-parenting information or discusses concerns, *but does not include a specific proposal*, these CPPs shall implement the 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 describing the problem/question/issue (using non-blaming, non-solution suggesting language)
- 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 one CPP believes it would be more helpful to invite the PC into the conversation. It is wise and cost effective that there be at least two exchanges between CPPs before involving this PC. The parties will accept a firm “no” response and will endeavor to offer a new recommendation, rather than re-offer the same proposal.

40. Neither parent will initiate more than one thread per day. And, it is always helpful to remember timing when communicating with one’s CPP. Just as one values the parenting time the children share with them, so does their CPP. So, while it may seem logical to initiate communication with one’s CPP soon after the children transition from sharing time with them or during a weekend or vacation; that is *generally not a good idea*. *One must always consider their children first and allow them the opportunity to transition easefully and to acclimate to their ‘other home.’* One must give their CPP time to attend to welcoming them into their ‘other home.’ and respect the fact that their CPP values the parenting time they share with the children as much as they do. *Accordingly, another best practice to consider is initiating conversations only when the children are in school or engaged in some activity.*

Another useful structure is to alert one’s CPP, in the subject line, to the type of message they are sending. For example, one might type “FYI: ///
information only, no response expected); “RR: ///
For Response Requested); or “ASAP ///
Critical, Time Sensitive, Please respond”; [Here ///
denotes the topic].

41. In extremely rare situations it becomes necessary for this PC to receive, monitor, and/or pre-view/edit electronic communication of either or both CPPs *before the communication can be 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, parents will be given the opportunity to self-correct in advance, because all time charges for monitoring and/or editing those communications shall be attributed solely and exclusively to the authoring CPP unless only the other CPP is responsible for all PC expenses.

42. Subject to the terms of their Separation Agreement, Judgement, or Temporary Order, and unless a written agreement supersedes, in any situation



where either parent wishes to engage in written electronic communication (such as email or text) with any third-party who is providing services to a child (including but not limited to teacher, therapist, doctor, dentist, coach), that parent shall include their CPP in said written electronic communication (email or text). If there is any oral communication with any third-party provider, the parent who engages in said conversation with the third-party provider shall promptly provide their CPP with a written summary of the conversation (in no circumstance later than 24 hours after said conversation) in an appropriately captioned OFW message.

43. Subject to the terms of their Separation Agreement, Judgement, or Temporary Order, unless a written agreement supersedes, and regardless of who pay for the device each parent agrees to provide the other with all login credentials needed to gain access to any portal that contains their child's information (think doctor, school, sport or extracurricular activity) as well as credentials needed to access any/all electronic devices (including but not limited to phone, tablet, game station, and/or computer) and all "apps" used by any child so that each parent has the ability to access and monitor the child's online activity. Both parents are equally entitled to have all necessary login credentials for each, and every online platform used by a child (including but not limited to Facebook, Snapchat, Instagram, X, Discord, etc.)

44. If ever the PC determines that communications or conduct are coercive, controlling, or threatening, he may recommend or require remedial measures and/or suspend the PC process until the situation improves. If things do not change, he may seek to terminate the engagement.

45. Particularly when the PC begins it is reasonable for parents to expect that this PC will briefly scan all OFW messages exchanged between them. The purpose is to understand any particular challenge either parent has in communicating respectfully and to offer guidance/early intervention.

Agreements

46. All substantive agreements between CPPs shall be documented in the "Agreements" document that is posted in MyFiles. During the IJS, we will review how to do this.

Disagreement Resolution

47. 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 each CPP to maintain an up-to-date list of 'open concerns.' And, once the



previous concern has been resolved, for each CPP to alternate taking turns initiating a conversation on a new topic on their list.

48. 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, and/or if a gentle reminder proves ineffective.

49. Once the PC accepts a matter for resolution, the PC will contact both CPPs to arrange for an individual or joint Zoom conference or telephone call(s), request further information, ask questions, perhaps to advise that he needs to contact others, or will issue a recommendation based upon the information provided.

50. Rarely and only in a time-sensitive situation, the terms of this CP may need to be disregarded before a matter is presented to this PC. Additionally, this PC may choose to issue an oral decision that is effective immediately and which will be documented in writing within a reasonable period.

51. 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). *In the case of texts, if/when sharing them it is the responsibility of the parent who presents them to share them in chronological [as opposed to reverse chronological] order. There are apps that do this.*

52. Only after giving the disagreement due consideration will a written determination (or recommendation) be issued by the PC and posted in MyFiles. Or, perhaps appended to the original thread with a specific designation that it is a “determination.”

53. According to the case law, all determinations issued by this PC have the same functional effect as a court order. This PC takes that to mean that all PC determinations of this and or of any prior PC shall survive the term of service of this and or any prior PC engagement and remain viable unless they are modified or overruled by the court. (Please discuss this with counsel and see Leon v Cormier Mass Appeals Court, 2016). It is both parents’ responsibility to provide this PC with the determinations issued by their prior PC.

54. In support of efficiency in this process, the PC must ask that parents to instruct their attorneys to refrain from recommending or engaging in any other *parallel or simultaneous* conflict resolution process while a matter is under



consideration by this PC. To do otherwise creates a "too many cooks in the kitchen" dilemma. While the PC will always encourage parents to seek their attorney's advice, *by entering into this agreement they accept that the first forum in which unresolved child-centered issues are addressed will be between parents and among parents and PC as part of the Parenting Coordination process.* The PC shall afford each party a full and fair opportunity to be heard on these issues.

55. The PC process cannot occur in a vacuum. This means that he will exercise his discretion and may communicate with knowledgeable and concerned others. By inviting this broad dialogue, the PC intends to ensure that he has as many relevant facts as possible available to him if and when a recommendation or determination is necessary. The PC's personal philosophy concerning contact with the 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 parents take every step possible to isolate the children from any conflict between themselves as much as possible.* The PC is also mindful of the wisdom that supports inviting the voice of the child (VOC) into conversations that impact their lives. So, in simple terms this means depending upon the child's age and level of maturity I may choose to meet and talk with the children. That said, other than perhaps meeting with, introducing himself to, and explaining his role to the child, it is important for parents to know that this PC is conservative when it comes to inviting conversations with the children about any particular disagreement.

56. If child interviews are desired or 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 prism of each CPP's conflicting perspectives. ***For the parents, this means both parents agree to not involve their children in conversations regarding the details of the conflict with their CPP beyond stating something such as "Thank you for your input, it is important for us to know. We both love you and are having a conversation about this and will let you know what we decide when we do." (We will discuss more on this idea when we personalize the Coparenting Agreement To Be Read To The Children during the IIS & IJS.)***

57. When talking with the children the PC will only disclose to parents that information which the child gives him permission to share with their parents.



This means he may choose to hold in confidence certain information that he believes may be harmful to the child's relationship with either or both parents or compromise the child's relationship with their therapist or third parties. Any disclosure shall be at the discretion of the PC and only with the child's explicit consent.

58. If and when any matter is brought to the Court's attention by a proper filing, the PC will decline to engage in any further discussion with either parent on that matter pending the Court's decision, unless and until the Court instructs him to do otherwise, or the parents mutually agree to reopen discussion in the PC forum; in which case, each agrees to instruct their attorney to suspend court involvement pending completion of the parents' and PC's work together.

One-on-One Communication and individual written, Zoom or Telephone Conversation With the PC

59. At times, one or the other CPP may desire to have and/or benefit from a one-on-one conversation with this PC. That is only natural and is an expected element of the PC process. It is also possible that this PC initiates one-on-one contact with a parent. **If either CPP wishes to communicate individually with the PC on any co-parenting or child related matter, that CPP must request the opportunity in writing via OFW before initiating one-on-one contact with the PC.**

60. The request must contain the subject matter (topic) of the requested conversation and must include a cc: to their CPP (i.e.: providing them with notice and the opportunity to be heard).

61. Upon receipt, each CPP will be provided with the opportunity to contribute their input and/or discuss the topic individually with the PC.

62. In any situation where both CPPs agree that a conversation would be more useful than separate written or oral exchange between them and me, either CPP may request a Zoom conference in the manner described in #59 above.

63. 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. As a general practice I will post a written summary of every three-way conversation with CPPs in MyFiles as soon as practicable after the conversation. Each parent is invited to review the same for factual inaccuracies.

Transition Email



64. 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!!!

65. 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, or some other topic of shared interest.

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

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

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

68. To the extent that there is reportable information on any of these topics, each parent agrees to address the following topics, at a minimum, every time they send a transition email to the other.

(This model list of topics will be customized to each family’s needs and finalized during the 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 soothe 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 updates
- Bed, bath, & meal routines

69. Most parents find it easier to create a template of this list in a Note or a Word Doc and to simply fill in the blanks as appropriate. Short, bulleted updates are entirely appropriate for transition messages. Moreover, if there is no change or comment on a particular topic, there is no need to say anything about it.

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

71. 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 I merely scan these communications there is no cost to the file for this service.

NB: During the initial joint session (IJS) each parent is encouraged to raise other matters that they wish to be part of the Communication Protocol and/or Transition

Email such as:

The number of OFW communications to be exchanged at any given time or per week

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