

## **Parenting Coordination Service Agreement (PCSA)**

This Parenting Coordination Service Agreement

(“Agreement”)

is made between

**[Parent 1]** and **[Parent 2]**

(“Co-Parenting Partners,” “CPPs”, “We”)

and

Tony Pelusi, Jr., JD, CPCC

(“Parenting Coordinator,” “PC”).



## Instructions for Parents & Counsel:

Please review this agreement and the PGP between and among yourselves.

Once parents and counsel have agreed:

- Parenting coordination will be the primary forum used to resolve child - related disagreements
- This PC is granted binding authority
- The scope of his authority
- The maximum expenditure for PC services
- And, the term of service

please convey that information to me in

ONE REDLINED VERSION OF THIS PCSA AND THE PGP at which point I will review and approve the proposed modifications to these documents.

Then, once finalized, copies will be circulated among parents, counsel, and this PC e-signatures.

Thank you,

Tony





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### Court Appointment

- If Mr. Pelusi has not already been appointed, this Agreement and the PGP will be submitted to the Court within 10 days of signing as an attachment to the appropriate pleading for approval and formal appointment.
- If he has already been appointed, we will sign this Agreement within 10 days of the Court's order and file the appropriate pleading seeking confirmation administratively within 14 days.
- Full services begin only after the Court issues an order or judgement confirming the appointment and all prerequisites (retainers, intakes, OFW setup, initial individual and sessions [IIS, IJS]) are complete.

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### Confidentiality and Information Sharing

- The PC process is **neither privileged nor confidential** like attorney-client relationships. The PC may share relevant information with either parent, counsel, or, when authorized, with third parties including other professionals.
- Certain laws protect minors' rights; in some cases, the PC may withhold sensitive information from parents to protect a child's safety, health, or therapy.
- The PC may disclose any information if required by law, court order, licensing body inquiry, or to defend against a claim.
- If the PC suspects abuse, neglect, or criminal intent, he may notify authorities and the Court.
- By no later than at the Initial Joint Session (IJS) each parent will sign an Authorization to Release Information which has been reviewed and approved by counsel.
- To the extent that either parent or any child is in therapy or receiving support from a mental health professional or coach, the name and contact information of that provider shall be provided to this PC within 10 days of the IJS. 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*, is posted in the PC DropBox and will be provided to each therapist, counselor, or coach. **In the case of the children, at no time will the 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 and/or with any of the other collaborating professionals, 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 of any particular comment made during these team meetings from any participant in said team meetings.

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### Communication

- We acknowledge that an effective PC process requires civil and respectful communications and behaviors between parents, this PC, as well as with and among the child(ren). We agree to adhere to the finalized terms of the Communication Protocol (CP) - a draft of which is set forth in the accompanying PGP - once it has been customized among us during the Initial Joint Session [IJS]. We acknowledge that the PC may intervene in our exchanges to provide direction as he deems appropriate.
- We acknowledge that, if the PC determines any 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 terminate the PC process.
- All non-emergency child-related communication will occur through OurFamilyWizard (OFW).
- Each CPP agrees to establish and pay for an account with [ourfamilywizard.com](https://www.ourfamilywizard.com) (OFW) within 10 days of signing these agreements. The term of that contract with OFW shall be coterminous with the term of this appointment. Each CPP shall promptly grant this PC Professional Access to their account.
- Parents must enter all parenting schedules and extracurricular activities into the OFW calendar.
- All PC determinations and recommendations will be posted in OFW.
- The PC may intervene in communications if they are uncivil or noncompliant with the PGP.
- Recording meetings or communications without written consent of all participants is strictly prohibited and unlawful. A breach of this term shall be deemed good cause for the parenting coordinator to immediately resign, with no prior notice to the parties.
- Any recording made in contravention of this section shall be inadmissible in any court, administrative, or other proceeding or any investigation [except for purposes of initiation and/or prosecution of a criminal complaint] without the



express written agreement of all parties whose voice or image has been recorded.

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### Process

- Each parent agrees to participate in person in one two-hour Initial Individual Session (IIS) and one two-hour Initial Joint Session (IJS).
- Parents shall provide all decisions of prior PCs within 5 days of the IJS.
- The PC has exclusive authority to schedule and set the process, including in-person meetings, calls, video conferences, and/or OFW exchanges.
- Parents must participate as directed. Failure or refusal to participate will not prevent the PC from issuing a determination.
- The PC may consult with experts (e.g., attorneys, physicians, therapists, PCPs, medical specialists, etc.) as needed. Parents will be notified in advance and shall be responsible for associated fees.
- **If the PC has addressed a child-centered conflict and either CPP disagrees with the determination, each agrees to be bound and 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.**
- Whenever with or without the assistance of the PC the parties come to an agreement that modifies an existing order or judgment, the parties acknowledge 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.
- Parents may choose to bring a child-centered matter before the court if:
  - The PC is unavailable or unresponsive to the CPPs' request for intervention,
  - The matter has been brought to the PC's attention, and he has advised that he is unable or unwilling to address the matter,
  - The matter has been addressed and one or both parents disagree with the determination, or seek an order enforcing a recommendation,
  - A CPP is not abiding by or acting in accordance with a term of these contracts or a determination.

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### Costs

- Hourly rate: \$500.00
- Initial advance deposit: \$10,000.00 – typically \$5,000 per parent (or allocated as agreed to by parents or ordered by the Court) - inclusive of the preliminary



- \$1,000.00 contribution previously submitted by each parent pursuant to the Vetting/Onboarding Agreement. Unless a parent's retainer account has already been appropriately funded their first contribution is due within 10 days of signing this agreement.
- Maximum expenditure: **[\$insert amount]** per parent, unless both parents later agree in writing and the Court approves said increase. Combined total: **[\$insert amount]**
  - Billing is in 15-minute increments and covers all services provided to date including vetting/onboarding, preparation, review, communication, recommendations, and determinations and all services yet to be provided. No charge for brief scheduling exchanges or reviewing Transition Messages.
  - Missed or late-canceled sessions (less than 24 hours' notice) will be charged in full to the parent responsible for same. Repeated cancellations may result in consequences set by the PC.
  - When a retainer balance falls to or below \$1,000, replenishment is due promptly and within 10 days to continue services.
  - **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 or, in the discretion of the PC, terminated.**
  - In cases of misconduct (including failure to adhere to Communication Protocol, excessive or obstructive use of the process) fees may be reallocated to the offending parent.
  - Each parent agrees to contribute to costs for child related expenses as agreed in writing, set forth in an Order or Judgement, or in the same proportion as fees as set forth above.
  - If either parent, without notice or good cause, 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, which will be terminated and rescheduled.
  - Similarly, if a session is terminated by PC 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.
  - At the end of the PC process, any amounts remaining in the individual advance deposit/retainer accounts shall be returned to the appropriate parent by check.
  - Dishonored check and/or stop payment fee \$100.00.
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### Dispute Resolution & Court Interaction

- Parents must bring all covered disputes to the PC before filing motions in Court.
- Parents must comply with PC determinations until and/or unless modified by the Court. Appeals of determinations must be filed within 14 days.
- If a parent refuses to comply with a determination their co-parent must seek enforcement via the Court.
- If either parent 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 parent challenging the decision may, subject to the Court's discretion and order, be responsible for all fees and costs (including reasonable attorney fees of the responding parent) related to the challenge of the matter, and any fees or costs as incurred by the PC.
- If any Court action becomes necessary because of a determination or recommendation made by this PC, both parents agree to promptly accept service of any such pleading upon request. **A copy of any/all pleadings filed with the court regarding any challenge or appeal shall be promptly uploaded in the MyFiles section of OFW by the moving parent. A copy of the Court's order or judgement shall similarly be posted.**
- **If the provisions of ¶ 17 of the PGP are disregarded and this PC is subpoenaed or ordered to appear at any proceeding, and/or to produce records, the parent whose action initiated the request to testify or produce that results in the Court Order and/or issuance of a subpoena shall simultaneously provide the PC with an initial advanced deposit in the amount of Twenty-Five (\$25,000.00) Dollars.** This sum is *merely a reasonable estimate* of the fees and costs associated with the PC's effort to litigate the unilateral violation of this term of the PCSA. The noncompliant parent is responsible to cover all of 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 a Probate Court's ruling or order (should the Court decide not to enforce this provision) in addition to all costs associated with the production and appearance if required. All costs for time expended by this PC in preparation/consultation with counsel and opposition is calculated at the rate of Seven Hundred and Fifty (\$750.00) dollars per hour. Any unused funds will be promptly returned to client once the issue has been finally resolved.
- Any hearing on a PC determination or recommendation is de novo, but the PC's determination remains in effect until the Court rules otherwise.

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### Term and Termination

- Term: **Two years** from the Initial Joint Session, unless ended earlier by Court order, breach, resignation, or reaching the maximum fee cap.



- The PC may terminate services for nonpayment, lack of cooperation, repeated absence, if the process risks harm, or neutrality is compromised.
- 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.
- Either parent may seek Court approval to terminate services; mutual termination requires written agreement and Court approval.

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### Legal Provisions

- Each parent waives all claims or rights of action against the PC regarding any good faith actions taken or not taken by the PC in performance of services pursuant to terms of these Agreements as amended from time to time.
- Both parents are advised that concerns, grievances, and complaints about the PC process, including the payment of fees, disbursements and other charges [but excluding concerns, grievances, or complaints regarding 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 to the PC in a detailed writing via OFW (with a copy to their coparent). 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 parent and their attorney (if any), to discuss the matter. If the complaint or grievance is not resolved after this meeting, the complaining parent 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 determination 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. The payment of any retainer required by any dispute resolution professional will be borne by the complaining parent or equally by the parents if both complain.
- Each parent 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. Should any such concern or complaint result in legal action, an administrative hearing, or review of any kind, the parent 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



- should the matter result in anything other than a judgement or decision fully in favor of the parent.
- The parents hold the PC harmless for any negative impact that may befall the child(ren) pursuant to the PC's involvement.
  - In the event that either or both parents 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 parents/plaintiff(s), then the parent(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.
  - It is up to the PC to determine whether the fact that one parent is bringing forward a complaint to the PC should be shared with the other parent and/or whether the other parent and his or her lawyer should be entitled to receive documents related to the complaint and whether he/she should be entitled to attend any meetings held to resolve the grievance(s)
  - 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, involving this PC, are to be settled between them in accordance with the terms set forth in these service agreements. And, if not, shall originate and be conducted in the Division of the Probate and Family Court from 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.
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### Certification of Parent

By initialing each page and signing below, we confirm: - We have read and understand this Agreement and the PGP. - We have had the opportunity to review with independent counsel. - We voluntarily enter this Agreement, knowing the PC has binding decision-making authority on specified matters.

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#### Parent 1

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

### Certification of Counsel

I, *////*, have explained to my client, *////*, the meaning of the attached PCSA and accompanying GGP and have given to them independent legal advice prior to the signing of the Agreement. In my opinion, my client understands the nature and consequences of this Agreement. My client has manifested an understanding of the nature and consequences of this Agreement. I am satisfied that my client is not signing this Agreement because of any duress or undue influence. My client has been and will be separately screened for power imbalances and family violence, and I am satisfied that my client is fully able to participate in this Parenting Coordination process and is doing so voluntarily.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



### Certification of Parent

#### Parent 2

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

### Certification of Counsel

I,       , have explained to my client,       , the meaning of the attached PCSA and accompanying PGP and have given to them independent legal advice prior to the signing of the Agreement. In my opinion, my client understands the nature and consequences of this Agreement. My client has manifested an understanding of the nature and consequences of this Agreement. I am satisfied that my client is not signing this Agreement because of any duress or undue influence. My client has been and will be separately screened for power imbalances and family violence, and I am satisfied that my client is fully able to participate in this Parenting Coordination process and is doing so voluntarily.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Parenting Coordinator

\_\_\_\_\_  
Tony Pelusi, JD, CPCC  
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