

POLICIES GUIDELINES AND PROTOCOLS (PGP)



Instructions for Parents & Counsel:

Please review this agreement between yourselves.

Once you and your co-parent have agreed upon:

- What the scope of binding decision making authority will be [see § 11]

Please convey this PGP and the PCSA to me as
ONE REDLINED VERSION OF EACH
at which point I will review and approve the documents.

Once finalized, I'll circulate them via Adobe Sign for signatures by all.

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. 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 had the opportunity to contact me to discuss any 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, experienced, and qualified professional to serve in a multifaceted process designed in large part to help parents 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 and/or 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, and *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 he perceives 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. 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, each parent contributed \$1,000.00 to their retainer. The 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 electronic signatures. Once fully executed, counsel will present copies 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 or other potential impediment has or may be present and, if so, shall assess how any power imbalance, impediment, 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. **He also asked counsel to seek permission from the court for him to receive a copy of the GAL report.** Once appointment has been confirmed, the parents have completed the intake forms and returned them to the PC, the PC receives a copy of the GAL report (if any), and each 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 confirm boundaries.

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 Protocol (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 and 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.

Parents will receive additional homework

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 in ¶ 11):

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 may be 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 bi-weekly or 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, or 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 phone 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, and/or recommendations. OFW maintains a complete time stamped record of all information posted, and every interaction 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 decide, he will issue a written determination 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:

- a. 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.
- b. Educate the parties about making and implementing decisions that are in the best interest of the child or children;
 - c. Assist the parties in developing guidelines for appropriate communication between them;
 - d. Suggest resources to assist the parties; and
 - e. 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 about child care responsibilities and/or extracurricular and/or camping/enrichment activities when children are in the care of one parent
- k. Disputes regarding Telephone/FaceTime/OFW Calls and other virtual contact between child and off-duty parent (OFP); including but not limited to privacy concerns
- l. Disputes regarding which parent bears the responsibility for initiating communication between children and off-duty parent (OFP)
 - i. k. Adjustments to Telephone/FaceTime/OFW Calls and other virtual contact between child and off-duty parent (OFP) including but not limited to the minimum or maximum frequency and/or duration of communication between children and Off-duty parent (OFP)
- m. Disputes regarding discipline of the child
- n. Disputes regarding transitioning of children's personal belongings and possessions
- o. Disputes regarding Makeup Parenting Time
- p. Adjustments to Makeup Parenting Time
- q. Whether the child may attend special functions/and or events
- r. Disputes regarding medical, dental, orthodontic, psychotherapeutic and other care of the child
- s. Disputes regarding child's bedtime, diet, and/or clothing
- t. Selecting and modifying extracurricular activities
- u. Educational and school choices, including course selection
- v. Disputes about parents and significant others attendance at school events and/or extracurricular activities
 - i. u. Disputes regarding transportation and/or transitioning of the child
- w. Adjustments to transportation arrangements of the child
- x. Disputes regarding pick-ups and drop-offs of the child
- y. Adjustments to pick-ups and drop-offs of the child
- z. Disputes regarding contact with extended family members
- aa. Disputes regarding contact with significant others
- bb. Disputes regarding summer camp
- cc. Disputes regarding reimbursement of expenses for mutually agreed upon clothes, supplies, and/or extracurricular activity fees
- dd. Disputes involving right of first refusal if provided for in parenting plan
- ee. 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)
- ff. 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) including but not limited to developing parent code of conduct
- gg. 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.)
 - hh. Disputes regarding the daycare arrangements for the child.
 - ii. Adjustments to the daycare arrangements for the child
 - jj. Making and changing determinations regarding the alteration of the child's appearance, such as haircuts, pierced ears, body piercing, tattoos.
 - kk. 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
 - ll. Making determinations more specific or clarifying existing orders to help the parents avoid violation of terms of parenting plan/separation agreement/Judgment of Divorce
 - mm. Change the times for religious observances and training by the child.
 - nn. Determining and ordering appropriate medical, mental health, and counseling treatment (including psychotherapy) for the child.
 - oo. 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
 - pp. Recommending psychological testing for either or both parents and/or the child
 - qq. Recommending a change of third-party provider for any family member
 - rr. Any other child-related matter upon which the Parents cannot agree, and the Parents agree in writing to submit to the Parenting Coordinator
 - ss. Clarify and resolve different interpretations of or ambiguities in the Parenting Plan, and develop additional provisions to address situations that were not anticipated (see 11.2 below)
 - tt. Topics requiring the PC's input in the parties' as set forth specifically in their Separation Agreement
 - uu. Recommendation and/or determination of appropriate screen time limits and rules for the children
 - vv. Disputes regarding children's passports, information exchanges required for travel, and any other matter pertinent to child's travel
 - ww. Develop new provisions to address situations that were not anticipated
 - xx. 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,



yy. If necessary, recommend the replacement of one or more third party professionals

zz. Other: (add any additional matters over which you both wish the PC to make a recommendation or have binding decision making authority aka determination)

11.2 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.

11.2.1 For example, this PC may make recommendations and referrals for therapists, as needed for either or both parents and/or children.

11.2.2 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.

11.2.3 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.

11.2.4 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

11.3 Duties required by SO 1 - 17 §8:

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.

11.4 And duties prohibited by SO 1 – 17 §9:

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 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 Message" 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 PCs 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 summaries, 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.***

17.5 The 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 testify or 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.

17.6 The 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,

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

Preamble

This Parenting Coordinator (PC) has met with both parents and screened for the appropriateness of the parenting coordination process, including but not limited to issues of abuse/neglect, violence, substance use/misuse, mental health concerns, and power imbalances. Appropriate safeguards have been discussed and implemented. Both parents expressly waive any claim that these individual meetings compromise their rights to fairness, equality, or due process.

Parenting coordination involves both verbal and written communication. Participation in this process requires the ability and willingness to engage in English-language communication and computer proficiency. *Parents should notify the PC immediately if they need additional time or support to process information so accommodations can be made.*

The parents have reviewed a draft of these Communication Protocols with counsel and signed service agreements which were approved by the court. Each has completed the intake process and, once finalized at the initial joint session, agrees to adhere to these communication processes throughout the engagement.

Effective communication is essential in any relationship. Unfortunately, many people have not been taught how to communicate constructively, particularly during emotionally stressful situations. One of the main functions of parenting coordination is to support co-parenting partners (CPPs) in transitioning from a formerly intimate/spousal and more recently adversarial, sometimes hostile relationship to a respectful, business-like partnership focused solely on the best interests of their children.

Both parents acknowledge that:

- *Extraordinary situations aside, children benefit from meaningful relationships with both parents.*
- *Exposure to parental conflict adversely affects children's development.*
- *It is in the children's best interest when parents treat each other with respect and resolve disagreements away from the children.*
- *Discussing parental conflict with children is inappropriate and harmful.*

Communication Principles and Goals

Effective conflict resolution begins with direct, respectful communication between the parents, away from the children. Ideally, the parent who first identifies a concern should raise it in a calm, non-accusatory manner. Through respectful exchange, employing



flexible thinking, and with a primary a focus on the children's needs, parents can and often do reach mutually acceptable decisions. Tools such as Nonviolent Communication (NVC), So What's Your Proposal (SWYP?), and the BIFF method (Brief, Informative, Friendly, Firm/Factual) will be introduced to support this goal.

CPPs succeed by setting aside old narratives, expectations, and existing habits and adopting new protocols that promote mature, two-way dialogue. This Communication Protocol (CP) provides essential tools to encourage independent resolution of issues. Research undeniably confirms that children exposed to persistent parental conflict experience significant negative effects on their development and well-being (Adverse Childhood Experiences, or ACES).

As new practices are introduced, parents must understand and accept the following:

- Change may feel uncomfortable at first; this is only natural.
- Progress requires patience with oneself and the other parent.
- Children may be bewildered or confused by improved communication; be patient with them.
- The PC is not a "hall monitor." Parents must hold themselves and each other accountable.
- Except in rare cases, only one issue will be addressed at a time.

Using Our Family Wizard (OFW)

1. Both parents must create and maintain an OFW account for the entire term of this engagement. All written electronic communication is limited to this platform.
2. If they have not already done so, parents must register with and explore the OFW platform within two days of signing the service agreements and must grant Professional Access to the PC.
3. Each parent is responsible for learning how to use OFW.
4. Each parent may choose to provide limited independent access to their attorney and/or a mental health professional. Doing so allows the professional to view that which their client views and to communicate **only** with their client.
5. The possibility of granting access to children will be discussed in the Initial Joint Session (IJS).
6. Both parents must download the OFW app to their phone or tablet and enable notifications.
7. Parents must read all OFW messages daily. All unread content is treated as received and, 24 hours after notification, treated as read.



Calendaring Responsibilities

9. Within five days of the IJS, each parent must update the OFW calendar with parenting time the children share with them per the court order or judgement.
10. All standing appointments or activities must be added - within the same timeframe - by the parent who established each or is primarily responsible for them.
11. Parents acknowledge each has an ongoing obligation to update the calendar; unless otherwise agreed priority is given to earlier entries, subject to PC review and if necessary, determination.
12. Parenting time trades must use the OFW "Trade" function with at least 48 hours' notice.
13. Parents must read all system messages especially those regarding calendar changes.

Expense Sharing

14. PCs generally do not resolve financial disputes. Parents should discuss and agree on expense sharing in advance before making any expenditure they wish their coparent to share.
15. All reimbursement requests must be submitted via OFW's Expense Log with a copy of the receipt.
16. Each parent must review the Expense Log weekly and respond to requests promptly.
17. Requests not responded to within 10 days are deemed approved.
18. Approved expenses must be reimbursed within 30 days or in accordance with the terms of the separation agreement, judgement, or temporary order.
19. 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.
20. When considering extracurricular or other activities for the children, if reimbursement is a consideration, all financial considerations regarding children's activities are to be discussed and resolved 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, judgement, or temporary order.
21. Disputes over expenses will not be addressed unless these procedures are followed and may not be reviewed at all depending on the scope of authority granted to PC.

Communication Guidelines

20. Tips for respectful communication:
 - Use a professional tone.



- Write as if your child will read the message someday.
 - Be clear and concise.
 - Avoid blame, history, or scolding.
 - Offer solutions, not complaints.
 - Fake respect if necessary.
 - Use brief acknowledgments (e.g., “Got your message”, “Unable to accommodate”, etc.) when appropriate.
21. Texting is allowed only in emergencies (e.g., urgent medical situations requiring immediate attention) or when time-sensitive (running late to an event/parenting exchange). After attending to child’s needs, the on-duty parent must notify the off-duty parent via text with key details (What happened, where, how you can reach me). The off-duty parent shall respond via text as well.
 22. Phone communication is limited to emergencies unless otherwise agreed in advance and in writing. Oral conversations should be summarized in OFW Journal.
 23. All communication must be respectful and consistent with BIFF and NVC. Avoid ALL CAPS, except for labeling messages in Subject line [such as SWYP?. FYI, RR, ASAP].
 24. The OFW Tone Meter is a guide, not a filter.
 25. The PC can view all OFW messages. Aside from Transition Messages discussed below, PC will charge for time when copied on a message or in a thread. If he is unnecessarily included charges might be attributed to only one parent.
 26. Not every message requires a response. Silence does not imply agreement.
 27. Always respond to the most recent message in the thread to avoid a “split thread.”
 28. Wait one hour before responding to emotionally charged messages and always reply within 24 hours unless otherwise noted or agreed. Only respond when you are in the “Green Zone.”
 29. If additional time to respond is desired, send 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
 30. If no response is received after 24 hours, a “Gentle Reminder” may be sent.
 31. If the Gentle Reminder is ignored, the PC may be invited to become involved without further input, and the non-responsive parent may bear costs disproportionately.



32. Best practice is to draft important messages in a word processor. Then review after a pause, copy, paste, and send via OFW. *Always consider that a neutral third party, such as the judge, will see your message.*
33. Parents must include each other in all written communications with third-party providers and within 12 hours summarize oral conversations with third-party providers in an OFW message shared with nonparticipating parent. Unless otherwise directed each parent shall attach a copy of their written communication with and/or a response from any third party that does not include their CPP to an OFW message.
34. Limit messaging to one new thread per day. Avoid starting conversations immediately after transitions to allow your CPP and children time to acclimate to the transition. Use subject line codes: "FYI," "RR," "Critical, Time Sensitive" or "Please respond ASAP."
35. If communication must be monitored/previewed by PC due to repeated violations, the authoring parent will bear associated costs.
36. 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.)
37. If communication becomes coercive or threatening, the PC may suspend services and perhaps recommend remedial steps.
38. Avoid using social media to discuss family matters.

One Thread Per Topic

39. Parents may consult legal or professional advisors but must send a placeholder message if doing so will delay their response.
40. *Each thread must contain only one topic.*
41. Use "Reply All" when exchanging messages within the same thread.
42. Simply add PC to the thread if/when his support is desired.
43. Avoid split threads by responding to the most recent post in the thread; the parent who creates one must consolidate the communication.
44. Parents shall neither provide determinations to nor permit a child to access their OFW account. Nor shall a parent grant access to their OFW account to new



partner/significant other, spouse, friend, relative, etc. without first discussing this with their coparenting partner and getting permission from this PC.

45. Limit messages to 300 words unless an exception is granted by PC.

Structured Conflict Resolution

46. Two rounds of communication between parents are required before involving the PC.
47. Use the “So, What’s Your Proposal?” (SWYP?) method to discuss resolutions to disagreements.
48. SWYP? format includes proposal, questions (other than “why?”), answers, counterproposal, questions, and answers. Always complete this process before seeking PC involvement.
49. The PC may request clarification or justification that a proposal serves the child’s best interests.
50. Use NVC/BIFF for non-proposal conversations. Again, exchange two rounds before involving the PC.

Documenting Agreements

48. All substantial agreements must be documented in the “Agreements” document posted in the MyFiles section in OFW.
49. Agreements take effect on the specified date and may only be changed by mutual written agreement, the PC, or the court.

Disagreement Resolution

50. Unless preapproved, PC will only address one disagreement at a time.
51. Each parent should maintain an up-to-date list of unresolved concerns.
52. The PC may arrange Zooms, meetings or request information to resolve disputes; usually Zooms and meetings are preceded with agenda shared beforehand.
53. On urgent matters, the PC may divert from these best practices and/or provide immediate verbal decisions which will be documented in writing within a reasonable period.
54. Generally, only communications documented in OFW or Journal Entries will be considered. If it becomes necessary to share texts, is the responsibility of the parent who presents them to share them in chronological [as opposed to reverse chronological] order.
55. When issuing a determination PC will either clearly note same in the appropriate messaging thread or by posting a detailed determination in the MyFiles section of OFW.
56. PC decisions carry the weight of a court order. See Leon v Cormier.



57. Parents must instruct attorneys to not initiate parallel conflict resolution processes while a matter is before the PC.
58. The PC may, with prior authorization, consult with others to gather relevant information.
59. Conversations between PC and children while possible will be rare, limited, and confidential [between PC and child] unless disclosure is approved by the child. That said, some parents request a brief meeting of PC and children so PC can introduce 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.
60. If the court becomes involved, the PC will pause until the matter is resolved or redirected by the court.
61. Agreements and PC determinations remain in effect unless modified in writing by mutual agreement, a successor PC, or court.

Individual Communication with the PC

62. Either parent may request one-on-one contact with PC. Request must be in writing through OFW with ones CPP copied on the request. Parent must briefly describe topic of discussion in the request.
63. The PC may accept request, will grant the CPP a similar one-on-one opportunity on the same topic, and may or may not provide a written summary of the one-on-one communication in OFW.
64. Either or both parents may request joint Zoom meetings in the same way.

Transition Messages

65. Parents must not raise any substantive concerns or issues during transitions.
66. Transition conversations must be brief, cordial, and child focused....aka "Dunkin Donuts Conversations." For example: 'Hi, mom. Kids, have a good time with mom, see you later.'
67. For longer visits [to be determined during IJS], the on-duty parent must send a brief "Transition Message" with relevant updates. Please caption message as "[DATE] Transition Summary" and post it within 3 hours of the transition, and when possible within 1 hour before transition.
68. Suggested updates include:
 - **For infants and toddlers:**
 - 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



- o Moods
- o Medical appointments/Health update
- o Illnesses & medication
- o Developmental issues or milestones
- o Bed, bath, & meal routines

For Pre-school and School-aged children:

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

69. Bullet pointed updates are acceptable, and parents are invited to create templates and only need update on relevant developments.

70. Editorial or personal comments are not permitted.

71. Like all others, Transition Messages must be civil and contain a civil greeting. PC is to be copied on all Transition Messages.

Note: During the Initial Joint Session, additional family-specific preferences may be discussed, including limits on OFW message frequency and preferred communication times.