

LISA RACHEL HERRICK, PH. D.
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PARENTING COORDINATOR AGREEMENT

We _____ and _____
have entered into an agreement with Lisa Herrick, Ph.D. to serve as a Parenting Coordinator for us and our child(ren). This agreement shall serve as a binding contract.

GENERAL

1. We understand that it is in the children's best interests that parents do not engage in conflict. To that end we will attempt to resolve disagreements whenever possible.
2. The Parent Coordinator may provide education about child development and communication. She may coach us to better communicate with each other and our child(ren), and she may refer us to other professionals as indicated.
3. We intend to work with our Parent Coordinator to resolve our issues in a mutually satisfactory manner between ourselves whenever possible. If any issue cannot be resolved between us, then the Parenting Coordinator shall hear from each party and any third party who, in her opinion, can be helpful to her in her role as Parent Coordinator. These third parties may include, but may not be limited to, the child(ren), teachers, medical/mental health care providers, caregivers, attorneys, or any parties who, in the Parent Coordinator's opinion, might be helpful to the decision-making process. We agree to sign any necessary authorizations for the release of requested information.
4. If, in her opinion, the decision under consideration cannot be made without consultation with a newly appointed additional professional (i.e. testing psychologist or educational consultant), we understand that the Parenting Coordinator may not be able to render a recommendation without our agreement to hire and work with said professional.
5. We agree to give great weight to any recommendations made by the Parent Coordinator.
6. Among the disputes that may be submitted to the Parenting Coordinator for recommended resolution are:
 - Any disputes about parenting time, including but not limited to changes in the regular schedule, parental access for special occasions, holidays, or vacations
 - Any disputes regarding the child(ren)'s activities or schooling
 - Any disputes related to the child(ren)'s medical/mental health issues
 - Any other substantive child-related matter upon which we cannot agree

NOTE: the Parenting Coordinator can not recommend changes in the percentage of time that the child(ren) spend with each parent, nor regarding the fundamental status of custody.

7. Appointments or telephone contacts with the Parenting Coordinator may be scheduled at the request of either party or of the Parenting Coordinator. All parties agree to make a good faith effort to be available when contacts are requested.
8. Since the appointment of a Parent Coordinator is either court ordered, recommended by a guardian ad litem, or a stipulation between us, we understand that the process is not

confidential. We understand that memos to the court and attorneys may be sent by our Parent Coordinator, if requested or if we reach an impasse. Additionally, either party may subpoena Dr. Herrick to appear in court.

9. This contract cannot cover all the particulars that may arise in every situation. We understand that the Parenting Coordinator may need to establish new rules and guidelines to fit our unique situation and relationship. The fundamental principles governing all rules and guidelines are 1) minimization of conflict and 2) decision-making in the best interests of the child(ren).
10. The Parent Coordinator may withdraw from her appointment at any time. In that event, the Parenting Coordinator may suggest the names of other potential Parenting Coordinators.
11. Dr. Herrick's role as Parenting Coordinator may not be terminated unilaterally by either party. It may be terminated by written agreement of both parties at any time. However, if a court order appointing Dr. Herrick as our Parent Coordinator is in effect, it will be the parties' responsibility to take the necessary measures to vacate that appointment. If one party wishes to terminate the services of the Parenting Coordinator over the objections of the other party, an order of the court will be required to remove her.

FEE ARRANGEMENTS

1. We will be billed at the rate of ____ per hour. ____ will be responsible for ___% and _____ will be responsible for ____%. We understand that we will be billed for fees associated with this process, such as, but not limited to, phone contact with the parties and their attorneys, consultations, child(ren)'s sessions, reviewing/preparing reports. Billing will occur in minimum increments of 5 minutes.

Depositions, court testimony, and transportation to the latter will be billed at a rate of _____ per hour. Fees for depositions and testimony must be received two weeks prior to the scheduled date and will be charged in blocks of five hours including travel (with five hours being the minimum block of time). There will be a minimum one-hour travel time fee assessed for each appearance. There is a no-refund policy for depositions and court testimony: once Dr. Herrick has agreed to appear and the fee is paid, it is non-refundable under any circumstance.

2. Upon the signing of this contract, the Parenting Coordinator shall be paid a retainer of \$_____ from _____ and \$ from _____. Each of you will receive, on a monthly basis, an itemized statement of account, with the costs being deducted from the retainer account. When the account falls below _____ a further retainer will be requested and shall be paid or services may be suspended. At the end of the Parent Coordination process, any amounts remaining in the retainer account shall be returned to you.

4. If either party challenges a decision of the Parenting Coordinator in court, and the court finds that the challenge is without substantial basis or not made in good faith, the party challenging the decision shall be responsible for all costs, including the reasonable counsel fees incurred by the other party and/or by the Parent Coordinator.

5. If an appointment is cancelled with less than 48 business hours notice the full fee for the appointment will be charged. If one party cancels an appointment with fewer than 48 hours notice or fails to show up for an appointment, that party will be responsible for the full fee for that session.

I have read the above contract, have had the opportunity to discuss it with my attorney if I so wish, and agree to its terms.

Name of Mother _____

Signature of Mother _____

Date _____

Name of Father _____

Signature of Father _____

Date _____

Lisa R. Herrick, Ph.D., Parent Coordinator