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JOAN M. GILMER
CIRCUIT CLERK
ST. LOUIS COUNTY, MO

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IN THE 21ST JUDICIAL CIRCUIT, ST. LOUIS COUNTY
STATE OF MISSOURI - FAMILY COURT DIVISION

IN RE:

KRISTINA RUDDLE-

Petitioner,

vs.

RICHARD RUDDLE

Respondent.

Cause No. 21SL-DR05594

Division. 33

CONSENT JUDGMENT & ORDER APPOINTING PARENTING COORDINATOR

CHANGES TO THIS DOCUMENT CANNOT BE MADE WITHOUT THE CONSENT OF THE CHOSEN PARENTING COORDINATOR AND THE JUDGE. ANY CHANGES MUST BE SPECIFICALLY LISTED BY PAGE NUMBER AND PARAGRAPH AT THE END OF THE DOCUMENT.

The parents agree that there have been continuing disputes between the parties and that there is a need for a dispute resolution process to resolve such disputes and/or assist the parties with compliance with the judgment and parenting plan on a timely basis. Therefore, a parenting coordinator shall be appointed for their family according to the following provisions:

1. APPOINTMENT & TERM

A. This Court has jurisdiction over the subject matter as well as the parents and has the authority to enter this Order pursuant to Chapter 435 of the Missouri Revised Statutes ("RSMo."), and by agreement of the parties.

B. It is in the child(ren)'s best interest and expedient to the administration of justice that a Parenting Coordinator be appointed to assist the parents in resolving conflict in a way that is beneficial to the child(ren).

C. **SUSAN WARD** is appointed Parenting Coordinator for a period of ☐ 24 ☐ 36 ☒ 48 months from the date of this Order or until discharged by the Court. The appointed Parenting Coordinator is a ☐ licensed mental health professional ☒

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attorney practicing in the area of family law and has completed the necessary training required to be a court-approved parenting coordinator in St. Louis County Family Court.

The address, telephone number and email of the Parenting Coordinator:

2652 Mevin Avenue
Brentwood, MO 63144
(314) 783-9400
sward@stlfamilylaw.com

D. The parents are:

KRISTINA RUDDLE	RICHARD RUDDLE
PETITIONER	RESPONDENT
Address/telephone numbers/email:	Address/telephone numbers/email:
5147 Mild Drive	1401 Sterling Pines Court
St. Louis, MO 63139	Arnold, MO 63010
(314) 775-5396	(314) 435-7155
drkristinaruddle@gmail.com	richard00001@aol.com

E. The child(ren) and their dates of birth are:

FULL NAME OF CHILD	CALLED	AGE
Danica Carol Ruddle	Danica	4

2. ROLE & AUTHORITY

A. The role of the Parenting Coordinator is to assist in implementing, maintaining, and monitoring the terms of any in-force judgment/decree, parenting plan, modification judgments, and other pertinent court orders or previously arbitrated decisions. This may include educating, consulting with, coaching, and assisting the

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parents in learning cooperative ways of communicating with each other. The Parenting Coordinator will work with the parents to assist them in becoming better able to make decisions for the children and resolve their disagreements on their own without the aid of the Parenting Coordinator. The Parenting Coordinator has the responsibility to promote the best interest of the child(ren) on all issues in which the Parenting Coordinator decides.

B. The Parenting Coordinator has limited authority, as set forth below, to make decisions when the parents do not agree regarding the best interests of the child(ren):

1. Establish specific dates, times of pickup and conditions for exchanges of the child(ren) in transition between parents, including date, time, place, means of transportation, and transporter.
2. Interpret and enforce the parenting schedule contained in the Parenting Plan including, but not limited to the sharing of vacations and holidays.
3. Interpret, adapt and apply methods to exchange the children and their belongings.
4. Resolve child rearing issues, including but not limited to disciplinary practices, bed time routines, and homework support.
5. Make adjustments to the schedules for temporary or one-time variations from the schedule for a special event or particular circumstances.
6. Establish conditions or arrangements for travel by the child(ren), including passport management.
7. Establish how and when the transportation for the child(ren) will be managed.
8. Establish guidelines for participation in a parent's time with the child(ren) or by significant others, relatives, etc., so long as the parameters do not create restrictions or modify parenting time in a manner that is exclusively within the province of the Court.
9. Determine or enforce provisions regarding school attendance or course enrollment; special education programs; summer school; academic activities; childcare; and extracurricular or enrichment activities, including camps and employment of the child(ren).
10. Establish and maintain guidelines for communication between the parents with regard to the child(ren) including procedures and means of communication (including parenting communication applications/tools such as Our Family Wizard), the subject matter of communication, frequency and time of communication, and other rules concerning communication.
11. Establish rules and guidelines for communication between the child(ren) and the parent they are not with when they are in the care of the other parent.
12. Make decisions regarding the alteration of the child(ren)'s appearance, such as haircuts, pierced ears, body piercing, and tattoos when the parents cannot agree.

13. Interpret the parenting plan and establish and maintain boundaries regarding parenting roles and participation in child(ren)'s school and extracurricular activities including participation as a coach or adult leader of an activity.
14. Order either or both parents or a child(ren) to submit to substance abuse testing, including access to any generated reports or results; and allocate the costs between the parents.
15. Make orders more specific so as to avoid violation of the Court's orders.
16. Make minor, temporary, adjustments to parenting time to make up for any time missed by a parent due to the actions of the other parent or circumstances beyond the control of the parent who missed time.
17. Establish guidelines for the exchange of clothing, medicine, or other personal items belonging to the child(ren).
18. Resolve disputes regarding religious observances and training by the child(ren), including attendance at services.
19. Follow the recommendations of Dr. Anu French, Cardinal Dental, First Step Family Wellness, and play therapist/counselor (as provided in the parenting plan), or any subsequent providers recommended by the current providers if he/she/they become unavailable and draft orders effectuating said recommendations.
20. Order appropriate mental health and counseling treatment (including but not limited to psychotherapy, substance abuse counseling/treatment, domestic violence counseling, batterer's intervention programs, anger management, substance abuse treatment or counseling, educational assessments, psychological testing or other assessments, and parenting classes) for the parents. The Parenting Coordinator shall designate whether any ordered counseling is or is not confidential and shall allocate associated costs.
21. Determine and order parents to attend, participate or use specific parent education programs or literature to resolve continuing conflict.
22. Reconcile and order payment of reimbursements of expenses incurred for the minor children for medical treatment, school, or activities.
23. Interpret and enforce payment of extracurricular activities and how payment is made, by interpreting the provisions of the parenting plan.
24. Interpret and enforce payment of uncovered medical, dental, or vision expenses and how payment is made, interpreting the provisions of the parenting plan.
25. Interpret and enforce payment of childcare expenses and how payment will be made, interpreting the provisions of the parenting plan.
26. Other as specified and initialed by each parent in paragraph 2.C. below.

C. In addition to the specific areas listed above in Paragraph 2.B., the

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Parenting Coordinator may make decisions on the issues identified below that are initialed by the parents.

1. Changing from private or public school to the other.

   Initials: _____ _____

2. Monitor the use of alcohol or other chemical substances and establish or enforce an interruption in parenting time, as specified in the Parenting Plan.

   Initials: _____ _____

3. Designate supervisors and/or procedures for supervision of a parent's time with child(ren).

   Initials: _____ _____

4. Oversee the compliance of parties with a parenting plan that requires supervision or a step-up plan ordered by the Court, and notification to the Court when compliance is met. [Note, the parents shall obtain approval from the Court and orders will not be enforceable until signed by a judge.]

   Initials: _____ _____

3. LIMITATIONS ON THE AUTHORITY OF THE PARENTING COORDINATOR

The Court authorizes the Parenting Coordinator to make decisions in defined areas as set forth above while retaining its exclusive jurisdiction to modify the terms of the parenting plan. The Parenting Coordinator **DOES NOT** have the authority to do any of the following:

A. Make long-term or permanent changes in the usual schedule that reduces or expands the time that either parent has with the child(ren).

B. Change the designated residence of the child(ren) for the purpose of mailing and school attendance.

C. Grant permission to a parent to relocate the minor child(ren).

D. Make orders changing the amount of child support owed or

changing the provisions related to shared expenses.

E. Review or conduct a hearing concerning any restriction or limitation on parenting time or parenting arrangements contained in the Judgment and Parenting Plan entered by the Court, unless expressly provided in the Parenting Plan or this Order. The Parenting Coordinator shall have no authority to change any provision contained in the Parenting Plan.

F. Make any orders that otherwise affect matters under the Court's exclusive jurisdiction.

4. QUASI-JUDICIAL IMMUNITY

A. The Parenting Coordinator is an officer of the Court, acting as a private decision-maker for the parents to this action, to the extent of this Order. The Parenting Coordinator has quasi-judicial immunity and proceedings shall constitute confidential settlement negotiations as provided in Section 435.014, RSMo. The Parenting Coordinator cannot be sued based on his/her actions in this matter.

B. The Parenting Coordinator cannot be compelled to testify or produce records generated in the course of work pursuant to this Order. The Parenting Coordinator shall not be called as a witness in any court proceeding, nor shall the Parenting Coordinator's records, notes, work product or the like be subject to subpoena or a document production request, except for decisions and orders entered and filed by the Parenting Coordinator.

C. Notwithstanding the above, the Parenting Coordinator may elect to testify in any hearing related to the withdrawal or termination of the Parenting Coordinator or to enforce fee collection. The Parenting Coordinator may also file a motion with the court to obtain further instructions or clarification of any provision in this Order.

5. PROCEDURE

A. **Statement of Policies and Procedures:** The Parenting Coordinator shall provide the parents with a written agreement for services containing their policies for fees, communication, meetings with both parties and procedures used by the Parenting Coordinator for dispute resolution.

B. **Due Process:** The Parenting Coordinator may hold hearings. The Parenting Coordinator shall provide both parties with notice of procedures in the

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hearing process and a clear and concise statement of any issue which is the subject of a hearing. Both parents shall participate in the dispute resolution processes as defined by the Parenting Coordinator which shall include, at a minimum, the opportunity for each of the parents to be heard. The Parenting Coordinator shall provide the parties with the date, time and process for hearings, and the date for submission of any information to be considered. The parties shall be present when requested by the Parenting Coordinator. In the event a parent does not attend a hearing set by the Parenting Coordinator, the Parenting Coordinator may make decisions and orders despite the parent's absence. The Parenting Coordinator does not have the authority to issue or oversee subpoenas.

C. **Initiation of the Hearing Process by Parents:** If either parent wants an issue decided by the Parenting Coordinator, they shall submit a request to the Parenting Coordinator, in compliance with the policies of the Parenting Coordinator, clearly setting forth the issues in dispute for which a decision is requested. **All hearings shall be held consistent with Section 435.380, RSMo. except that a hearing may be informal, need not comply with the rules of evidence, and testimony need not be sworn. There is no confidentiality as to any evidence presented at such hearings.**

D. **Waiver of Formal Hearing:** Any hearing on an issue may be waived by written waiver from both parties. Upon receiving such waiver, the Parenting Coordinator may make a decision based on past communication and information provided by the parties.

E. **Notice:** Absent an agreement by the parties, the Parenting Coordinator shall give the parents 10 calendar days notice of hearings unless the Parenting Coordinator determines that circumstances require a more immediate decision. Either parent may request an alternative date or time, which the Parenting Coordinator may grant.

F. **Recordings:** If a parent provides notice to the Parenting Coordinator and the other parent, they may audiotape any meeting or hearing or pay for a certified court reporter to record the proceedings at their sole cost and shall provide a copy of the recording to the other parent and the Parenting Coordinator. Any unauthorized recording may not be used in any manner, including as evidence in court.

G. **Information Gathering:** The Parenting Coordinator may talk with each parent without the presence of either counsel or the other parent. The Parenting Coordinator has the authority to determine the protocol of all meetings and interviews, including the power to determine who attends meetings. The Parenting Coordinator has the authority to talk to the child(ren) alone and to include the child(ren) in sessions with the parents and/or parents' attorneys, Guardian ad Litem,

family therapist, child(ren)'s therapist, or anyone else the Parenting Coordinator deems necessary. The Parenting Coordinator may consider communications with the parents, attorneys, witnesses, review of documents, or any other source. Communications as used in this Parenting Coordinator appointment order include but are not limited to conversations, video conferencing, emails, letters, texts, or faxes.

H. **Orders:** For the purposes of this Appointment Order, "decisions" shall have the same meaning as "orders." The Parenting Coordinator must decide issues submitted within 30 days from the latter of the date established by the Parenting Coordinator for the submission of all applicable evidence or the date of hearing on the matter. In the event that a decision is not made within this time, the Court retains jurisdiction to resolve the dispute upon proper motion of either parent.

1. The Parenting Coordinator shall deliver a copy of the order to each party by email, US mail, or facsimile.

2. The Parenting Coordinator orders are effective as orders when made and will continue in effect unless and until resolution of any appeal or as modified (by Parenting Coordinator or court order) or set aside by a court of competent jurisdiction.

I. **Use of Assistants/Consultants:** On reasonable notice to the parents, the Parenting Coordinator may utilize consultants and/or assistants as necessary to aid the Parenting Coordinator in the performance of duties. Fees for such consultants or assistants will be advanced by the parents as directed by the Parenting Coordinator. In making such directions, the Parenting Coordinator will consider the financial circumstances of the parents. The allocation of fees for such services shall be the same as set forth for the Parenting Coordinator's fees.

J. **Court filing of Orders.** All orders entered by the Parenting Coordinator shall be filed with the Court *but* no order shall be filed with the Court or confirmed by the Court earlier than the day the parties' right to request a hearing de novo, pursuant to Paragraph 6.C. below has expired. Pursuant to Section 435.400, RSMo., upon application of either party, the Court shall confirm the order, unless there is a pending objection or motion to set aside the order, in which case the Court shall proceed as required by paragraph 6.F. below and Section 435.405, RSMo.

6. ORDERS, JUDICIAL REVIEW & JURISDICTION OF THE COURT

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A. Orders made by the Parenting Coordinator, if in writing, shall be binding and effective when signed by the Parenting Coordinator. Orders need not be in writing and may be made orally if circumstances involving severe time constraints and/or possible emergencies so warrant. Oral orders shall be binding and effective when communicated to both parents, and such orders shall be further confirmed in writing to both parents and counsel as soon as practicable.

B. The Parenting Coordinator shall include findings or reasons for the order in the written order.

C. If either parent objects to an order of the Parenting Coordinator, the parent may file with the court a request for a hearing de novo, along with a copy of the order entered, within 30 calendar days after the Parenting Coordinator has sent the order to the parents. If the objection is not filed within 30 days, the Parenting Coordinator's order is final. Recognizing that these issues are time sensitive, the parties waive the timing requirements for a request for a de novo judicial review under Section 435.405, RSMo., except in instances of fraud, corruption, misconduct or other undue means by the Parenting Coordinator.

D. A motion to set aside the order, or for review by the Court, shall include a detailed statement of the specific objections to the Parenting Coordinator's order. The order shall remain in effect unless specifically set aside or modified by an order of the Court. The filing of the request is all that is legally required to constitute a challenge to the entirety of the Parenting Coordinator's order.

E. Before any court hearing and at the discretion of the Parenting Coordinator, the parents shall meet with the Parenting Coordinator to attempt to resolve the objections. Attorneys may be present if requested by the parents. In the event that the issues are resolved, a written stipulation shall be prepared by the Parenting Coordinator or counsel and submitted to the Court, and any motions filed on said subject shall be dismissed.

F. The motion for review by the court shall include a detailed statement of the specific objections to the Parenting Coordinator's order. **All orders entered by a Parenting Coordinator are subject to de novo judicial review pursuant to Missouri Section 435.405.5, RSMo**.

G. The Court specifically reserves jurisdiction to enforce the terms and conditions of this Order and to modify same according to law.

H. Copies of all requests, objections, or other documents submitted to the Court or issued by the Court shall be served to each parent, the Parenting Coordinator,

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counsel of record, if appropriate, by the person or entity generating such documents. Service shall be by email, U.S. mail, or hand delivery.

7. COMMUNICATION WITH PARENTING COORDINATOR

A. The parents and their attorneys shall have the right to initiate or receive communication with the Parenting Coordinator without including the other parent and/or attorney; however, such communications should be minimized whenever possible and the Parenting Coordinator shall have the right to disclose all such communications. If the Parenting Coordinator is requested to make orders based upon a communication with only one parent, they shall make reasonable efforts to contact the other parent before making such orders and, if required, to schedule a hearing in accordance with the procedures above.

B. The Parenting Coordinator may not communicate directly with the judge except in writing and only as permitted by this Appointment Order. The Parenting Coordinator shall provide copies of such communication at the same time to the parents and their counsel.

C. Within 15 calendar days of the date of this Order, counsel for ☐ Petitioner ☒ Respondent ☐ Guardian ad Litem shall provide to the Parenting Coordinator: (1) pleadings, including copies of all judgments in effect; (2) correspondence and memoranda related to the issues to be handled by the Parenting Coordinator. The counsel providing the above to the Parenting Coordinator shall provide all attorneys of record with a list of what was provided.

D. Within 15 calendar days of the date of this Order, counsel and/or the parents may provide the Parenting Coordinator all documents deemed relevant for background and shall provide the other parent and attorneys of record with a copy of all such documents to the other parent and/or counsel.

E. Within 15 calendar days and immediately upon any changes, each parent shall give the Parenting Coordinator his/her contact information (mailing address, email address and/or fax number, telephone numbers, and the child(ren)'s addresses and telephone numbers) and provide advance notice of all changes of contact information, including temporary changes during travel. Each parent must give the Parenting Coordinator a method for rapid oral and written communication and notification (such as voicemail, text message, email, or fax) that allows prompt transmission of information.

F. The Parenting Coordinator may structure the decision-making process, including directing how the parents are to communicate with each other and with the

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Parenting Coordinator concerning issues presented to the Parenting Coordinator, for decision or recommendation.

8. INFORMATION AND ACCESS TO CHILDREN

A. Informed Consent. The parents have been informed that they are not required to give up privileges or rights to privacy, and they do not have to agree to disclose information. Nevertheless, they both agree that records and information regarding either parent and/or the child(ren) may be released to the Parenting Coordinator by the following:

1. Child(ren)'s current and/or previous pediatrician(s).
2. Current and/or previous psychologist(s), psychiatrist(s), or other mental health professional(s).
3. Child(ren)'s current and/or previous teacher(s) and school(s).
4. Hospital and medical records of child(ren)'s current and/or previous physician(s).
5. Law enforcement agencies, police departments, and/or sheriff's office(s).
6. Prior Parenting Coordinator(s).
7. Custody Evaluator and/or evaluations and other court-ordered evaluations of the parents or child(ren).
8. Current and/or previous childcare providers.
9. Other:_____.

B. The parents will sign the consent to release of the above-listed information form(s) provided to them by the Parenting Coordinator. In addition, the parents shall provide non-privileged documents to the Parenting Coordinator on request.

C. The Parenting Coordinator shall have the following rights and authority with regard to the minor child(ren):

1. reasonable access to the child(ren) with reasonable notice to the parents (by phone or in office).
2. reasonable notice of judicial proceedings involving the child(ren).

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9. CONFIDENTIALITY

A. Parenting Coordination is not a confidential process, although information obtained or learned by the Parenting Coordinator shall not be shared outside of the parenting coordination process. The Parenting Coordinator shall not share information obtained in this matter outside of the parenting coordination process except **as provided by court order or by written agreement of the parties.**

B. Between Parents. There is no confidentiality concerning communications between the parents and the Parenting Coordinator. Communication between a parent and Parenting Coordinator is not privileged or protected from disclosure to the other parent. The Parenting Coordinator may disclose such communication, but is not obligated to do so.

C. Third Parties. There is no confidentiality between the Parenting Coordinator and third parties with whom the Parenting Coordinator may consult. Therefore, written and oral communication, negotiations and statements made by the parties in the course of working together can and may be disclosed to others. Information provided to the Parenting Coordinator by the parents and third parties will be considered by the Parenting Coordinator when making decisions and may be disclosed in his/her written decisions.

D. The Parenting Coordinator may disclose to either or both parents the information they receive from third parties or the child(ren), but is not obligated to do so.

E. The provisions of this section of the Order, Paragraph 9, apply to mental health professionals and attorneys serving as Parenting Coordinators.

F. Statements by a party that indicate an intent or disposition to endanger the health or safety of themselves, the other party, their child(ren), or any other person, or to conceal or change the residence of a child(ren) without agreement will not be considered confidential may be disclosed by the Parenting Coordinator in order to protect the health and safety of the individuals involved.

10. CHILD ABUSE REPORTING

There is no confidentiality concerning communications with the Parenting Coordinator regarding child abuse. **By this Order, the Parenting Coordinator is a mandated reporter. Incidents of child abuse or suspected child abuse that meet**

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the mandatory reporting standards for mandated reporters will be reported to appropriate authorities.

11. FEES

A. **Charges and Costs:** The Parenting Coordinator's hourly fee shall be set by the Parenting Coordinator and the fees and costs of the Parenting Coordinator shall be set forth in a writing signed by both parents. It is understood that, despite the fact that the Parenting Coordinator may make decisions or orders in favor of one parent, both parents will continue to be responsible for the payment of fees associated with such services at the allocated percentages designated below. **All fees incurred, regardless of the parent to whom services are provided by the Parenting Coordinator, shall be allocated pursuant to this Appointment Order unless there is a reallocation of fees as provided in section 12 below.**

B. The fee agreement may specify the charges to the parents for fees and expenses, which may include, but are not limited to, the following: photocopies, messenger service, long distance telephone charges, express and/or certified mail costs and excess postage to foreign countries, parking, tolls, mileage and travel expenses, word processing/transcription, court appearances, telephone calls to or from the parents or others involving the case, and reviewing documents.

C. The Parenting Coordinator Contract shall provide for payment of fees by one parent or the other for failure to abide by the Parenting Coordinator's notice of cancellation requirement, or for failure to abide by any order of the Parenting Coordinator.

D. **Payments:** Prior to the initial interview, the parents will provide the Parenting Coordinator with an advance initial fee deposit as required by the Parenting Coordinator. The aforementioned hourly fees and costs as set forth in this Order shall be drawn against this fee deposit. Any funds remaining at the termination of the Parenting Coordinator's services shall be refunded to the parents. In the event the fee deposit is expended prior to the termination of the Parenting Coordinator's services, the parents agree to provide a like amount as and for an additional fee deposit within 15 days of the request. The Parenting Coordinator shall not become a creditor of the parents.

E. **Failure to Pay Fees of the Parenting Coordinator:** The Parenting Coordinator may proceed in court in the event his/her fees are not timely paid. A willful failure to advance an initial or later fee deposit within 15 days of a demand thereof may be the subject of monetary sanctions or a contempt action. Monetary sanctions shall include the reasonable expenses of the Parenting Coordinator in

seeking enforcement.

12. ALLOCATION OF FEES

A. Except as otherwise provided herein, the fees of the Parenting Coordinator shall be shared by the parents in the following manner

KRISTINA RUDDLE shall pay 50 % of the Parenting Coordinator's fees, expenses, and advance deposit;

RICHARD RUDDLE shall pay 50 % of the Parenting Coordinator's fees, expenses, and advance deposit; and

THE ADVANCED FEE DEPOSIT SHALL BE PAID ON OR BEFORE THE DATE THIS ORDER IS ENTERED. IF THE FEE DEPOSIT IS NOT PAID AT THAT TIME, THIS ORDER SHALL BE DEEMED NULL AND VOID.

B. It is the general rule that the allocation above applies to fees or costs for services no matter which parent initiated the work of the Parenting Coordinator. For example, total telephone time is assessed against the parents pursuant to the allocation above, rather than each parent being charged for his/her own telephone time.

C. The Parenting Coordinator shall have the right to reallocate payment of fees at a percentage different from the above for a particular set of services if the Parenting Coordinator believes the need for the services is attributable to the conduct and/or intransigence of one parent.

D. The Parenting Coordinator may recommend a reallocation of the percentage of sharing of fees if they believe a substantial change of the financial circumstances of one or both parents warrant it. The parents may agree to the reallocation as recommended by the Parenting Coordinator, but they are not obligated to do so.

E. The Court has the ultimate responsibility to determine the proper allocation between the parents of the fees of the Parenting Coordinator and may require reimbursement by one parent to the other for any payment to the Parenting Coordinator.

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13. RENEWAL, WITHDRAWAL, OR TERMINATION OF PARENTING COORDINATOR APPOINTMENT

A. **Renewal:** The parents and the Parenting Coordinator may agree to renew or extend the term of the Parenting Coordinator by written stipulation and order.

B. **Withdrawal:** The Parenting Coordinator may on notice to all parties and counsel, ask that the Court remove them as Parent Coordinator, which may include reasons for, the application for withdrawal. Upon application of the Parenting Coordinator, the Court may grant the Parenting Coordinator's request without a hearing unless either parent makes a written request within 10 days of the application for discharge. The parties can agree on a successor Parenting Coordinator, or the Court may appoint a successor.

C. **Termination:** Either parent may seek to suspend or terminate the Parenting Coordinator process by filing a motion with the Court. Parenting Coordinator services may not be terminated unilaterally by either of the parents without an order of the Court and shall **only be terminated for cause** or because the Parenting Coordinator becomes de facto unable to perform their duties, fails to act as provided or required in this Order, or withdraws from the appointment as provided in paragraph 13.B. above. The Parenting Coordinator is terminated if both parents sign a written stipulation terminating the appointment. The stipulation shall be filed with the Court.

14. CONSENT

By their initials, the parents acknowledge the following:

A. I understand that a Parenting Coordinator can only be appointed with my agreement, and I agree to the appointment of the Parenting Coordinator named in this stipulation. I have been informed that no Missouri statute or court rule authorizes the appointment of a Parenting Coordinator.

Initials: VK _____ _____

B. I understand that I can limit the issues before the Parenting Coordinator. I have reviewed the issues that are to be decided by the Parenting Coordinator in this stipulation and I agree to each of them.

Initials: VK _____ _____

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C. I understand that I can limit the term of appointment of the Parenting Coordinator and that the authority of the Parenting Coordinator will end at the end of the appointment term. I agree to the term of the appointment of the Parenting Coordinator in this stipulation.

Initials: _____ _____

D. I understand that the Parenting Coordinator will resolve disputes between the parents without a court hearing, will issue some orders that will become court orders, and will make recommendations that are non-binding on us. Orders of the Parenting Coordinator can be reviewed by the Court, but any objection must be made within the time specified in this order.

Initials: _____ _____

E. I have had an opportunity to confer with the Parenting Coordinator appointed in this stipulation. I have received this Parenting Coordinator's written statement of policies and procedures, including fees, and I agree to this Parenting Coordinator's appointment.

Initials: _____ _____

F. I understand that the Parenting Coordinator cannot be called as a witness if I object to the Parenting Coordinator's order.

Initials: _____ _____

G. I have had an opportunity to review this stipulation and to have questions about this stipulation answered by legal counsel.

Initials: _____ _____

H. I understand this document and voluntarily agree to the entry of this Order.

Initials: _____ _____

I. I agree to contact the Parenting Coordinator within ten (10) days of the signing of this Order to schedule an initial meeting.

Initials: _____ _____

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J. I understand that the Parent Coordinator requires that I communicate via electronic communications, which may include email, video conferencing, or text. I understand and acknowledge that this is not a secure method of communication and agree to communicate with the Parent Coordinator via email.

Initials: _____ _____

15. Enforcement: In the event that a legal action becomes necessary to enforce any provision of this Order, the Court shall have the discretion to order the non-prevailing parent to pay actual and reasonable attorney's fees and costs as may be incurred.

The parties acknowledge that they have specifically waived certain provisions of the Missouri Arbitration Act, as provided herein.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. ORIGINAL SIGNATURES ARE REQUIRED; NO ELECTRONIC SIGNATURES WILL BE ACCEPTED.

IT IS SO AGREED:

PETITIONER _____ RESPONDENT _____

DATE: 9/14/23 DATE: 9/14/2023

APPROVED AS TO FORM:

51940 62152

ATTORNEY FOR PETITIONER ATTORNEY FOR RESPONDENT

DATE: 9/14/23 DATE: 9/14/2023

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I agree to my appointment as Parenting Coordinator as set out in this Order.

PARENTING COORDINATOR DATE: 9/29/2023

IT IS SO ORDERED:

JUDGE DATE: October 13, 2023

ANY CHANGES MUST BE SPECIFICALLY LISTED BY PAGE NUMBER AND PARAGRAPH:

END OF DOCUMENT