

JUDGMENT & ORDER FOR
APPOINTMENT OF PARENTING COORDINATOR

THE PARENTS AGREE THAT A PARENTING COORDINATOR SHALL BE APPOINTED FOR THEIR FAMILY ACCORDING TO THE FOLLOWING PROVISIONS:

1. APPOINTMENT & TERM

A. The court has jurisdiction over the subject matter and the parents and has the authority to enter this order.

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. _____ is appointed Parenting Coordinator for a period of _____ months from the date of this Order or until discharged by the Court. This appointment is based upon the expertise of the Parenting Coordinator as a licensed mental health professional or attorney practicing in the area of family law.

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

D. The parents are:

MOTHER

Address/telephone numbers/email:

FATHER

Address/telephone numbers/email:

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

_____ d/o/b _____
_____ d/o/b _____
_____ d/o/b _____
_____ d/o/b _____

2. ROLE & AUTHORITY

A. The role of the Parenting Coordinator is to assist in implementing, maintaining, and monitoring the terms of the existing Parenting Plan, entered as a Judgment in their case, and any subsequent Modification Judgments, Court Orders, and previously arbitrated decisions. This may include educating, consulting with, coaching, and assisting the 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 makes a decision.

B. The Parenting Coordinator shall have authority as set forth below to make decisions resolving conflicts between the parents regarding the best interest of the child(ren):

1. Establish specific dates, times of pickup and conditions for exchanges of the child(ren) in transition between parents.
2. Sharing of vacations and holidays.
3. Method of exchange of children and belongings.
4. Timesharing schedule or conditions, telephone contact and correspondence contact for so long as the timesharing is in keeping with the Parenting Plan's timesharing and residential provisions.
5. Temporary or one-time variation from the schedule for a special event or particular circumstance.
6. Transportation of the child(ren).
7. Participation in a parent's time with the child (ren) (by significant others, relatives, etc.).

8. Educational, daycare, and/or extracurricular or enrichment activities for the child(ren).
9. Communication between parents with regard to the child(ren) including means of communication, frequency and time of communication, and rules regarding content of communication.
10. Communication between the children and the parent they are not with when they are in one parent's care.
11. Alteration of the child(ren)'s appearance, such as haircuts, pierced ears, body piercing, tattoos.
12. Parenting roles, including participation in a child's school or extracurricular activities during the other parent's scheduled time. This includes accommodation for a parent who coaches sports, leads a Scout group, etc.
13. Ordering either or both parents to substance abuse testing and having access to any generated reports or results.
14. Making orders more specific so as to avoid violation of Court's orders.
15. Make up for missed time.
16. Clothing exchange.
17. Health care management.
18. Other as specified below and initialed by each parent:

Initials: _____

Initials: _____

Initials: _____

C. In addition to the specific areas listed above in Paragraph B, the Parenting Coordinator may make decisions on the issues identified below that are initialed by the parents.

1. Changing the times for religious observances and training by the child(ren), including attendance at services.

Initials: _____

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

Initials: _____

3. Determining and ordering appropriate medical, mental health, and counseling treatment (including psychotherapy, substance abuse, and domestic violence

counseling, and batterer's intervention programs, substance abuse treatment or counseling, and parenting classes) for the child(ren) and the parents; the Parenting Coordinator shall designate whether any ordered counseling is or is not confidential.

Initials: _____

4. Ordering psychological testing for either or both parents or the child(ren).

Initials: _____

5. Supervision of a parent's time with child(ren).

Initials: _____

3. LIMITATIONS ON THE AUTHORITY OF THE PARENTING COORDINATOR

The court authorizes the Parenting Coordinator to make decisions in defined areas, 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 changes in the usual schedule that substantially reduces or expands the time that either parent has with the children.

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

C. Make orders changing the amount of child support owed or changing the provisions related to shared expenses.

D. 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 Stipulation. The Parenting Coordinator has quasi-judicial immunity. The Parenting Coordinator cannot be sued based on his/her actions in this matter. The Parenting Coordinator cannot be compelled to testify or produce records generated in the course of work pursuant to this Order.

B. The Parenting Coordinator may not testify in this cause about the Parenting Coordination process without the express agreement of the Parenting Coordinator and the parents.

C. 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.

D. Notwithstanding the above, the Parenting Coordinator may elect to testify in any hearing related to the withdrawal or termination of the Parenting Coordinator, in the Parenting Coordinator's request for instructions from the court, or to enforce fee collection.

5. **PROCEDURE**

A. **Statement of Policies and Procedures:** The Parenting Coordinator shall provide the parents with a written agreement for services containing his or her policies, including the procedures used by the Parenting Coordinator for dispute resolution.

B. **Process:** 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. They shall be present when requested by the Parenting Coordinator. In the event a parent does not attend a meeting set by the Parenting Coordinator, the Parenting Coordinator may make decisions and orders despite the parent's absence.

C. **Initiation of the Hearing Process by Parents:** If either parent wants an issue decided by the Parenting Coordinator, he or she may submit a written or telephonic request to the Parenting Coordinator, in compliance with the policies of the Parenting Coordinator, clearly setting forth the issues in dispute. The hearings may be informal and need not comply with the rules of hearsay or civil procedure. The testimony need not be sworn. **There is no confidentiality as to any evidence presented at such hearings.** If a parent provides notice to the Parenting Coordinator and the other parent, he or she may audiotape the proceedings or pay for a certified court reporter to record the proceedings. Absent an emergency, the Parenting Coordinator shall give the parents 10 days notice of such hearings. Either parent may request an alternative date or time, which will be granted or denied based upon good cause shown.

D. **Interviews:** The Parenting Coordinator may make recommendations and issue orders based upon conversations with the parents, attorneys, witnesses, or examinations of documents. 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 children alone and to include the children in sessions with the parents and/or parents' attorneys, Guardian ad Litem, family therapist, children's therapist, or anyone else the Parenting Coordinator deems necessary.

E. **Decisions:** The Parenting Coordinator must decide issues submitted within 30 days from the submission of all applicable evidence. In the event that such a decision is not

made within this time, the Court retains jurisdiction to resolve the dispute upon proper motion of either parent.

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

G. **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 time.

6. DECISIONS, JUDICIAL REVIEW & JURISDICTION OF THE COURT

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. If requested by either parent within 5 days of the issuance of an order or recommendation, the Parenting Coordinator shall provide in writing to both parents the reasons for the order or recommendation.

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 within 15 calendar days after the Parenting Coordinator has sent the order to the parents. If the objection is not filed within 15 days, the Parenting Coordinator's decision is final.

D. The request 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, the parents shall meet and confer 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 Court may vacate or amend, in whole or in part, the Parenting Coordinator's orders or decisions.

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, 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, he or she 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 shall provide copies at the same time to the parents and their counsel.

C. Within 15 calendar days of the date of this Order, counsel for Mother Father 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. Each parent shall give the Parenting Coordinator his/her contact information (mailing address, email address and/or fax number, and 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 Parenting Coordinator concerning issues presented to the Parenting Coordinator for decision or recommendation.

8. INFORMATION AND ACCESS TO CHILDREN

A. 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 child care 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).

9. CONFIDENTIALITY

A. There will be 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 third parties.

B. There will be no confidentiality between the Parenting Coordinator and other persons with whom the Parenting Coordinator may consult. The Parenting Coordinator shall be free to disclose to the parents whatever information he/she may have received from third parties, the other parent, and the child(ren) but he/she is not bound to do so.

C. The provisions of this section apply to mental health professionals and attorneys serving as Parenting Coordinators.

10. CHILD ABUSE REPORTING

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

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, and 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 decision of the Parenting Coordinator.

D. **Payments:** Prior to the initial interview, the parents will provide the Parenting Coordinator with an advance retainer as required by the Parenting Coordinator. The aforementioned hourly fees and costs as set forth in this Order shall be drawn against this retainer. Any funds remaining at the termination of the Parenting Coordinator's services shall be refunded to the parents. In the event the retainer 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 advance retainer 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 retainer within 15 days of a demand therefore 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:

Father shall pay _____% of the Parenting Coordinator's fees, expenses and advance deposit; and

Mother shall pay _____% of the Parenting Coordinator's fees, expenses and advance deposit.

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 he/she believes a substantial change of the financial circumstances of one or both of the parents warrants 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.

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 apply directly to the court to withdraw and shall provide the parents and their counsel with notice of 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.

C. **Termination:** Either parent may seek to suspend or terminate the Parenting Coordinator process by filing a motion with the Court. The Parenting Coordinator services may not be terminated unilaterally by either of the parents without an order of the Court. 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

The parents acknowledge and initial 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: _____

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: _____

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 and will issue some decisions 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 that 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: _____

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.

AGREED:

FATHER

MOTHER

DATED: _____

DATED: _____

APPROVED AS TO FORM:

ATTORNEY FOR FATHER

ATTORNEY FOR MOTHER

DATED: _____

DATED: _____

I agree to my appointment as Parenting Coordinator contained in this stipulation.

PARENTING COORDINATOR

DATED: _____

JUDGMENT

IT IS SO ORDERED:

JUDGE

DATED: _____