

STATE OF NORTH CAROLINA
DISTRICT
COUNTY OF MECKLENBURG

IN THE GENERAL COURT OF JUSTICE
COURT DIVISION
____-CVD-_____

_____))
Plaintiff,)
vs.)
_____))
Defendant.)
_____)

**ORDER APPOINTING
PARENTING COORDINATOR**

THIS MATTER, coming on to be heard and being heard before the undersigned District Court Judge presiding over the Non-Jury Term of District Court of said County, Courtroom _____, on the ____ day of _____, 20__ on Plaintiff/Defendant/Court's Motion for Appointment of Parenting Coordinator;

AND IT APPEARING TO THE COURT that Plaintiff was not present/present and represented pro se/or by counsel, _____, and that Defendant was not present/present and represented pro se/or by counsel, _____;

AND IT FURTHER APPEARING that the Court has jurisdiction over the parties, the minor child(ren), and subject matter, based upon the consent of the parties and/or testimony and evidence presented and/or arguments of counsel, the Court makes the following Findings of Fact, draws the following Conclusions of Law, and based thereupon, enters the following Order:

The Court makes the following **FINDINGS OF FACT**:

1. The parties have a case ongoing within the jurisdiction of this Court.
2. There currently exists a Custody Order(s) entered on _____, _____ (hereinafter and collectively referred to as the "Order").
3. This Order is/is not entered by and with the consent of all parties.
4. If this Order is entered without consent, the Court finds that there currently exists high conflict between the parties, as defined by North Carolina General Statutes §50-90.
5. The parties have the ability to pay the costs associated with the appointment of a Parenting Coordinator.

This Order is in the best interest of the minor child(ren).

The Court draws the following **CONCLUSIONS OF LAW**:

1. The Court has jurisdiction over the subject matter, the minor child(ren) and the parties.

2. The Court has the authority to enter this order.
3. 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 high-conflict in a way that is beneficial to the parties' minor child(ren).

The parties have the means and ability to pay the costs and fees herein.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, and DECREED that:

1. _____ is hereby appointed as the Parenting Coordinator.
2. The Parenting Coordinator shall assist the parties in promoting the minor child(ren)'s best interests and needs.
3. As set forth in North Carolina General Statute §50-92, the Parenting Coordinator shall:
 - a. Identify disputed issues;
 - b. Reduce misunderstandings;
 - c. Clarify priorities;
 - d. Explore possibilities for compromise;
 - e. Develop methods of collaboration in parenting; and
 - f. Comply with the Order.
4. A Parenting Coordinator may also assist the parents in implementing the Order, assist with the execution of parenting plans specified in the Order, monitor the parenting plan set forth in the Order, mediate disputes between the parties, teach parents communication skills, principles of child development and child(ren)'s issues in divorce, and to ensure that both parents maintain ongoing positive relationships with the child(ren).
5. The Parenting Coordinator shall act as a temporary decision-maker in the implementation of the parenting plan set forth in the Order or any issues not specifically governed by the Order over which the parents reach an impasse, until further Order of the Court. Specifically, the Parenting Coordinator can make minor changes in the following checked areas:
 - (a) Transition dates/time/pickup/deliver
 - (b) Sharing of vacations and holiday
 - (c) Method of pick up and delivery
 - (d) Transportation to and from visitation
 - (e) Participation in child care/daycare and babysitting
 - (f) Bed time
 - (g) Diet
 - (h) Clothing
 - (i) Recreation
 - (j) After-school and enrichment activities
 - (k) Discipline

- (l) Health care management
- (m) Alterations in schedule which do not substantially alter the basic time share agreement
- (n) Participation in visitation (significant others, relatives, etc.)
- (o) Other: _____

 _____.

6. Should the Parenting Coordinator act to resolve any disagreement between the parents, the parties shall comply with the Parenting Coordinator's decision until the Court reviews the decision.
7. The Parenting Coordinator, any party, or an attorney for any party, may request an expedited hearing to review a Parenting Coordinator's decision.
8. Pursuant to North Carolina General Statutes §50-92(b), only the District Court Judge presiding over this matter may subpoena the Parenting Coordinator to appear and testify at the hearing.
9. Pursuant to North Carolina General Statutes §50-98, the Parenting Coordinator shall provide attorneys, the parties (even if represented), and any unrepresented party with written summaries of developments in the case following each meeting with the parties as well as copies of any other written communications. The Parenting Coordinator's records and notes maintained as a result of his/her involvement shall only be subject to the Court's review by subpoena.
10. The Parenting Coordinator may request a hearing for Judicial Assistance at any time he or she deems necessary.
11. In carrying out the duties and responsibilities outlined herein, the Parenting Coordinator shall be entitled to:
 - a. Receive information directly from all therapists, attorneys and previous or current custody evaluators;
 - b. Review and receive all information, records, and reports concerning the child(ren) and the parties, including but not limited to medical, educational and mental health, that may in his or her opinion be relevant to the case; and
 - c. Appear at Court hearings to offer information and opinion by testimony or otherwise.
12. Each party shall execute any releases that are necessary for the Parenting Coordinator to have access to persons and records outlined herein.
13. No later than seven (7) days of entry of this order, each party, or their attorney, is specifically directed to send to the Parenting Coordinator file-stamped copies of all relevant pleadings, Orders, and evaluations.
14. All agencies including but not limited to the Department of Social Services, the Guardian *ad litem*, Custody Advocate at Council for Children's Rights and parties shall

cooperate with the Parenting Coordinator in the fulfillment of these responsibilities. Furthermore, the parties shall communicate, participate in phone conferences, in-person conferences, and meet with the Parenting Coordinator as may be requested by the Parenting Coordinator.

15. No communications with the Parenting Coordinator are confidential or privileged. However, the Parenting Coordinator shall not disclose any information about the child(ren) or the parties except to the extent necessary to fulfill the duties and responsibilities imposed by this order.
16. The Parenting Coordinator shall have the authority to talk to the child(ren), if necessary, and to include in sessions the parties, the parties' attorneys, the child(ren), Guardian ad litem and/or the Custody Advocate at his or her discretion.
17. The Parenting Coordinator shall have the authority to communicate with any other collateral sources and the parties shall cooperate with the Parenting Coordinator to facilitate same.
18. Should any attorney or party send written communication to the Parenting Coordinator, that attorney or party shall also deliver the communication to the other attorney or party at the same time.
18. The Parenting Coordinator shall not deal directly with financial issues unless specifically authorized by the Court.
19. The Parenting Coordinator may provide the parties with separate fee agreements setting forth in detail the payment arrangements for the Parenting Coordinator services pursuant to this Order. As initial advance payment, Plaintiff shall pay _____ percent and Defendant shall pay _____ percent of \$_____.00 within ____ days of the entry of this order to the Parenting Coordinator at the following address:

_____, North Carolina _____.

20. Fees for the Parenting Coordinator will be calculated at a rate of \$_____.00 per hour. Plaintiff shall pay ____ percent and Defendant shall pay ____ percent of this hourly rate. The Parenting Coordinator shall have the discretion to charge either party separately for individual contacts with the party or his or her attorney or joint contacts made necessary by that party's behavior. The Court shall have the power to review and enforce the payment of the fees of the Parenting Coordinator.
21. The Parenting Coordinator shall not begin work in this case until the above-stated initial advance is paid in full or payment arrangements satisfactory to the Parenting Coordinator have been made for payment of said advance. If either or both parties fail to pay this advance as ordered or fail to pay any further monies for any other services rendered by the Parenting Coordinator, then the Parenting Coordinator shall be allowed to immediately cease all work and the Parenting Coordinator shall file and notify this Court through a Request for Judicial Assistance to institute an action to enforce the fee provisions herein.
22. The Parenting Coordinator shall not schedule initial appointments with the parties until this Order Appointing Parenting Coordinator has been entered.

23. Unless otherwise waived by the parties, an appointment conference shall be scheduled on _____, 20____.
24. The Parenting Coordinator shall continue to serve until a) the initial advance has been exhausted and not replenished, b) _____, 20____ or c) as relieved by further Court Order.
25. Pursuant to North Carolina General Statutes §50-100 and as set forth in the 26th Judicial District Family Court Division Local Rules for Domestic Court, the Parenting Coordinator, as an agent of the Court, is not liable for decisions made or information provided while serving in the capacity of Parenting Coordinator.
26. This Order is enforceable by the contempt powers of this Court.

This the _____ day of _____, 20____.

DISTRICT COURT JUDGE PRESIDING

If this order is entered by consent, the parties' signatures are as follows:

Plaintiff

Counsel for Plaintiff

Defendant

Counsel for Defendant