NORTH CAROLINA
COUNTY OF WAKE

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION
FILE NO. _____CV_____

Assigned Judge: _____

_____,
Plaintiff,
v.
_____,
Defendant.

ORDER APPOINTING GUARDIAN AD LITEM
☐ **CONSENT**

This matter comes before the undersigned Judge of the District Court to appoint a Guardian Ad Litem. The Court, having reviewed the file and considered the premises FINDS AND ORDERS as follows:

1. Existing Order(s).

A. The parties are currently operating under the following custody/visitation order: _____

_____ (e.g., Child Custody Order, Order Modifying Child Custody Order), entered _____.

The child/ren involved in this proceeding are:
_____, age _____, born _____
_____, age _____, born _____
_____, age _____, born _____
_____, age _____, born _____

B. A Protective Order ☐ has ☐ has not been entered between these parties. This Protective Order, _____ County Case No. PO _____CV__ _____ is modified to allow limited contact for the purposes of parenting coordination, provided the following limits apply:

_____.
Pursuant to Rule 60 of the North Carolina Rules of Civil Procedure, the Court will enter an amended order to accomplish this modification in the above-referenced file.

2. Jurisdiction.

A.. This Court has jurisdiction over child custody and parenting time issues pursuant to NC Gen. Stat. Ch. 50A et seq.

B. The appointment of a Guardian Ad Litem is in the best interest of the child/ren.

3. Guardian Ad Litem.

_____, or his/her successor, is appointed as a Guardian Ad Litem. The parties shall cooperate with the Guardian Ad Litem and abide by the terms specified in this Order.

4. Term/Succession.

The term of the Guardian Ad Litem's service shall be (Check those that apply):

☐until such a time as a hearing has been held or the motion resolved by agreement of the parties.

☐Other:

_____
_____
_____

5. Role of the Guardian Ad Litem.

The Guardian Ad Litem shall (Check those that apply):

☐Investigate the families and child(ren) involved in this matter and provide a written report only.

☐Investigate the families and child(ren) involved in this matter and provide written recommendations on best interests.

☐Other:

_____
_____
_____
_____
_____

6. Authority of the Guardian Ad Litem:

A. General Authority: The authority of a Guardian Ad Litem shall be as delineated herein and shall be limited to matters that will aid the parties (Check those that apply):

☐Access to Medical/Therapeutic records of the minor child(ren) in this matter.
☐Access to Medical/Therapeutic records of the parents in this matter.
☐Access to School records and staff.
☐Access to the minor child(ren) while in school.
☐All court pleadings and discovery responses necessary to child custody.
☐Access to Our Family Wizard (if being used by the parties)
☐Access to Child Protective Assessment Documentation Tool
☐Access and authority to speak to CPS caseworker/supervisor; and CPS Records

B. Specific Authority: In order to carry out the general authority granted to the Guardian Ad Litem, the following specific areas are also granted to the Guardian Ad Litem to access (Check and write in those that apply):

☐_____
☐_____
☐_____
☐_____
☐_____

7. Role of Guardian Ad Litem.

The Guardian Ad Litem shall promptly provide a written report to the court, the parties, and attorneys for the parties.

8. Appointments with the Guardian Ad Litem.

A. The Guardian Ad Litem may set a time and place for a brief informational meeting.

B. Each parent shall make a good faith effort to be available for appointments when requested by the Guardian Ad Litem.

C. The Guardian Ad Litem shall notify the Court, with copies to the parties or their attorneys, if either party refuses to cooperate.

D. The parent shall provide all records, documentation and information requested by the Guardian Ad Litem within fifteen (15) calendar days of the request. The Guardian Ad Litem may not request materials subject to attorney/client privilege, and may not require the release of documents protected by law except upon proper consent and release by the parties or by Order of the Court.

E. If a Guardian Ad Litem requests for a release to be executed for medical and/or therapeutic access, the parent shall cooperate and execute the release within five (5) calendar days of the request.

9. Communication.

A. The parties and their attorneys, if they are represented, may communicate with the Guardian Ad Litem ex parte (without the other parent present). This applies to oral communications and any written documentation or communication submitted to the Guardian Ad Litem.

B. The Guardian Ad Litem may communicate ex parte with the parents and their attorneys, and other professionals involved in the case. This applies to both written and oral communications. The Guardian Ad Litem may talk with each parent without the presence of either counsel.

C. The Guardian Ad Litem shall not communicate ex parte with the Judge assigned to the case.

D. The Guardian Ad Litem may request instructions from the Court, either in a Court hearing on this case or in writing directed to the Court, with notice to all parties and attorneys.

E. Any party involved in any legal action that affects this Order shall notify the Guardian Ad Litem.

10. Confidentiality.

A. There is no confidentiality concerning communications between the parents and the Guardian Ad Litem. As required by the Court, the Guardian Ad Litem may communicate with custody evaluators, therapists or other individuals investigating the issues. The Guardian Ad Litem shall comply with the law to report child abuse, and threats of abuse against another person. In cases involving domestic violence, the Guardian Ad Litem and legal counsel (or the parents themselves, if not represented) shall address to the Court any safety concerns, subject to the prohibition against ex parte communication.

B. Each party must allow the Guardian Ad Litem to review documentation filed with the Court or received into evidence, voluntarily released by the parties, or released by Order of the Court about his/her and their child/ren from the physician(s), therapist(s), teacher(s), evaluator(s), previous Guardian Ad Litem and other professional involved in this case (except for the attorney representing him/her). Each party must allow the Guardian Ad Litem to speak with his or her attorney and other collateral sources as the Guardian Ad Litem deems appropriate; however, the Guardian Ad Litem is not authorized to share the materials or discuss confidential information with anyone outside the case. Provided, however, that the party's obligation under this paragraph does not extend to other privileges recognized by law.

11. Involvement of Guardian Ad Litem in Litigation.

The Guardian Ad Litem's records may only be subpoenaed by order of the Judge presiding over the case.

The court must review the records *in camera* and may release the records to the parties and their attorneys only if the court determines release of the information contained in the records will assist the parties with the presentation of their case at trial.

12. Immunity.

The Guardian Ad Litem has immunity consistent with North Carolina law as to all actions undertaken pursuant to the Court appointment in this Order. This immunity applies to all acts done by the Guardian Ad Litem during the appointment and until the Guardian Ad Litem is given notice of his/her termination. The immunity continues to apply to acts required by the Court to conclude the Guardian Ad Litem's duty after termination.

13. Fees.

A. The parents have the financial capacity to pay for the Guardian Ad Litem. The parties shall pay the Guardian Ad Litem for all of his/her time and costs incurred in processing the case. This includes time spent reviewing documents and correspondence, meetings and telephone calls with parents, attorneys, and other professionals involved in the case, and deliberation and issuance of decisions. Costs shall include long-distance telephone calls, copies, fax charges, and all other similar costs incurred by the Guardian Ad Litem pursuant to this Order. In addition, the parents shall pay for time spent by the Guardian Ad Litem in any hearing, settlement conference report writing, or other Court appearance that the Guardian Ad Litem's presence is requested or required. Nonpayment of fees may subject the nonpaying parent to prosecution for indirect contempt of Court for failure to abide by the Order. Prior to the first appointment, the parents shall provide the Guardian Ad Litem with any deposit required by the Guardian Ad Litem.

B. The Guardian Ad Litem hourly fee shall be paid as follows: Father shall pay _____% and Mother shall pay _____%. This Guardian Ad Litem may modify this allocation, or may recommend to the Court that the allocation be modified if the Guardian Ad Litem finds that one parent is using his/her services unnecessarily and, as a result, is causing the other parent greater expense; or if one parent in acting in bath faith. Ultimately, the Court shall determine the proper allocation of fees between the parents and may require reimbursement by one parent to the other of any payment made to the Guardian Ad Litem. Either parent may request the fees be reallocated at any time during the Guardian Ad Litem's term of appointment, unless good cause shown for failing to appear at the appointment.

C. If one parent pays 100% of the Guardian Ad Litem's fee, then that party has absolute right of indemnification against the other parent up to the percentage allocation for which the other parent was responsible. This reimbursement may be enforced by contempt.

This the ____ day of _____, 20_____.

_____
DISTRICT COURT JUDGE

For Consent Orders:

The parties acknowledge that the above-named Guardian Ad Litem has been consulted about this appointment, and he/she has agreed to accept the appointment.

Both parties have agreed (stipulated) to the terms of this Order:

_____	_____
Plaintiff/Petitioner (signature)	Defendant/Respondent (signature)
_____	_____
Attorney for Plaintiff/Petitioner	Attorney for Defendant/Respondent

CERTIFICATE OF SERVICE

I hereby certify that a copy of this Order Appointing Guardian Ad Litem has been served on all parties and the Guardian Ad Litem in the following manner:

☐ By depositing a copy in the US Mail in a properly addressed, postpaid envelope to:

_____

_____

_____

☐ By hand delivery to: _____

☐ By facsimile to: _____ Fax No.: _____

☐ Other: _____

_____

Date: _____ _____

☐ Plaintiff ☐ Defendant

☐ Attorney for Plaintiff ☐ Attorney for Defendant