

Assigned Judge: _____

Plaintiff
v.

Defendant.

**ORDER APPOINTING
PARENTING COORDINATOR
BY CONSENT**

APPOINTMENT CONFERENCE REQUIRED

This matter comes before the undersigned District Court Judge pursuant to N.C.G.S. §§50-90 through 50-100 to appoint a Parenting Coordinator.

If parties have not consented to the appointment/reappointment: The Court finds that this matter is a high-conflict case; that the appointment of the Parenting Coordinator is in the best interests of the child/ren; and that the parties are able to pay for the cost of the Parenting Coordinator.

The Court, having jurisdiction over the parties and subject matter, FINDS AND ORDERS as follows:

- Existing Order(s).** At the time of the appointment, the parties are operating under a temporary permanent custody order entered on the following date: _____. This Order shall also apply to subsequent custody orders entered during the Parenting Coordinator's term.
- Domestic Violence Protective Order (DVPO).** A Protective Order is is not currently in effect between the parties. [List case number, if applicable: _____].
- Child/ren.** The child/ren involved in this proceeding are:
_____, age _____, born _____
_____, age _____, born _____
_____, age _____, born _____
_____, age _____, born _____
- Parenting Coordinator.** _____, or his/her successor, is appointed as the Parenting Coordinator.
- Term.** The term of the Parenting Coordinator's service shall be for a period of _____ year(s) from the date of this Order. The Court may terminate or modify the parenting coordinator appointment upon good cause shown (as defined by §50-99) upon motion of any party, agreement of the parties, or agreement of the parties. The Parenting Coordinator may also file a report to the Court to request that his/her appointment be modified or terminated. The Order appointing the Parenting Coordinator remains in full effect until the earlier of (1) the expiration of the term listed in this Order; or (2) an order has been entered terminating or modifying the appointment.
- Authority of the Parenting Coordinator.** The Parenting Coordinator shall have the authority to resolve disputes regarding issues that were not specifically addressed in the custody order or disputes regarding ambiguous or conflicting terms in the custody order. Financial issues related to the Parenting Coordinator's decisions shall be referred to the parties or their attorneys. The scope of authority of the Parenting Coordinator shall include the boxes checked below:

- (1) Transition time/pickup/delivery
- (2) Sharing of vacations and holidays
- (3) Method of pick up and delivery
- (4) Transportation to and from visitation
- (5) Participation in child care/daycare and baby-sitting
- (6) Bed time
- (7) Diet
- (8) Clothing
- (9) Recreation
- (10) Before and after school activities
- (11) Extracurricular activities
- (12) Discipline
- (13) Health Care Management
- (14) Alterations in schedule which do not substantially interfere with the basic time share agreement
- (15) Participation in visitation, including significant others or relatives
- (16) Telephone contact
- (17) Alterations to appearance, including tattoos or piercings
- (18) The child's passport
- (19) Education
- (20) Other, as specified below:

- (a) _____
- (b) _____
- (c) _____
- (d) _____
- (e) _____

7. **Decisions of Parenting Coordinator.** The Parenting Coordinator shall decide any issue as set forth in Paragraph 5 within the scope of his/her authority, and the decision shall be enforceable as an order of the Court. Willful failure to follow a Parenting Coordinator's decision, so long as the decision is concerning an issue for which the Parenting Coordinator has authority, may be punishable as contempt of Court. The Parenting Coordinator's decisions shall be in writing (including email) and shall be provided to the parties and their attorneys (if any). So long as the custody order under which the decision is made remains in effect, the Parenting Coordinator's decision shall remain binding after the expiration of the Parenting Coordinator's term unless (1) the decision is later modified by the same or successor Parenting Coordinator; or (2) the Court reviews and modifies the decision.
8. **Review of Parenting Coordinator's Decision(s).** Any party or attorney may file a motion for the Court to review a decision of the Parenting Coordinator's pursuant to N.C.G.S. § 50-92(b1). The parties shall comply with the Parenting Coordinator's decision unless, after a review hearing, the Court determines that the decision is not in the child/ren's best interests or that the decision exceeded the Parenting Coordinator's authority. The Court may review and modify a decision after the expiration of the Parenting Coordinator's term. If a party seeks a review of the Parenting Coordinator's decision, that party (or his/her attorney, if applicable) shall be responsible for scheduling a hearing for the review in front of the assigned judge, in good faith consultation with all parties and the Parenting Coordinator, and causing a subpoena to be issued to the Parenting Coordinator signed by the assigned judge.
9. **Parenting Coordinator's Reports.** Pursuant to N.C.G.S. § 50-97, the Parenting Coordinator may file a Report with the Court regarding any of the following: (1) the Parenting Coordinator's belief that the existing custody order is not in the best interests of the child; (2) the Parenting

Coordinator's determination that the Parenting Coordinator is not qualified to address or resolve certain issues in the case; (3) a party's non-compliance with a decision of the Parenting Coordinator or the terms of the custody order; (4) the Parenting Coordinator's fees as set forth in N.C.G.S. § 50-95; or (5) the Parenting Coordinator's request that his/her appointment be modified or terminated.

If the verified Report alleges that a party is not complying with a decision of the Parenting Coordinator or the terms of the custody order, or that a party is not paying the Parenting Coordinator's fees, the Court may issue an order directing a party to appear at a specified reasonable time and show cause why he/she should not be held in contempt. Unless the Court has already issued an order directing a party to appear and show cause why he/she should not be held in contempt, the case coordinator for the assigned judge shall schedule an expedited hearing on the Parenting Coordinator's Report to take place within four weeks of the filing of the Report, provided, however, the Parenting Coordinator may request a longer length of time.

10. Communications with the Parenting Coordinator.

- a. Communications between the parties and the Parenting Coordinator are not confidential.
- b. The parties and their attorneys, if any, may communicate with the Parenting Coordinator *ex parte* (without another party present). This applies to oral communications and any written documentation or communication submitted to the Parenting Coordinator.
- c. The Parenting Coordinator may communicate *ex parte* with the parties and their attorneys, other professionals involved in the case, or any other person with information that assists the Parenting Coordinator in his/her duties. This applies to both written and oral communications. The Parenting Coordinator may talk with any party without the presence of counsel.
- d. If the parties mutually agree to any fundamental change in the custody order during their work with the Parenting Coordinator, the Parenting Coordinator shall send the terms of such agreement to the parties' attorneys for preparation of a consent order.
- e. The Parenting Coordinator, in his/her discretion, may meet or communicate with the minor child/ren.
- f. The Parenting Coordinator shall not communicate *ex parte* with the assigned judge in the case.
- g. The Parenting Coordinator has the discretion to determine whether appointments with the parties take place, whether appointments are held jointly or individually, in person or telephonically, and whether significant others or third parties may attend such meetings.
- h. The parties shall promptly respond to communications from the Parenting Coordinator and attend any scheduled appointments.
- i. The parties shall keep the Parenting Coordinator updated with their current contact information, including mailing address, email address, and telephone number.

11. **Releases.** Upon request of the Parenting Coordinator, the parties shall timely sign any releases necessary to facilitate communication with any person having information that assists the Parenting Coordinator in his/her duties, such as from schools, physicians, therapists, or other professionals. If a party objects to signing a release for his/her health care records (and the custody order does not already authorize the parenting coordinator to receive those records), the Parenting Coordinator may file a report and request that the Court determine whether the Parenting Coordinator should have access to the disputed records.

12. **Parenting Coordinator's Records.** In the Parenting Coordinator's discretion, he or she may release any records held by the Parenting Coordinator to the parties or to the attorneys for the parties.
13. **Involvement of Parenting Coordinator in Litigation.** Any party may apply to the assigned judge for the issuance of a subpoena to compel production of the Parenting Coordinator's records, which have not already been provided voluntarily by the Parenting Coordinator. Any party who submits an application for a subpoena shall provide reasonable notice to the Parenting Coordinator and the parties so that any objection to the release of information or the manner of the release of information may be considered prior to the issuance of a subpoena. Only the assigned judge may subpoena the Parenting Coordinator to appear at a trial in this matter, and the Parenting Coordinator shall be consulted by the party/attorney requesting that the subpoena be issued regarding his/her availability to appear. The party causing the subpoena to be issued shall deposit with the Parenting Coordinator an amount equal to three (3) hours of the Parenting Coordinator's hourly rate prior to his/her testimony, or such other amount as is required by the Parenting Coordinator's contract with the parties (if any).
14. **Immunity.** The Parenting Coordinator 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 Parenting Coordinator during the appointment and until the end of the Parenting Coordinator's term. The immunity continues to apply to acts required by the Court to conclude the Parenting Coordinator's duty after termination.
15. **Fees.**
 - a. The parties shall pay the Parenting Coordinator for all of his/her time and costs incurred in processing the case at the Parenting Coordinator's hourly rate. This includes time spent reviewing documents and correspondence, meetings and telephone calls with parties, attorneys, and other professionals involved in the case, and deliberation and issuance of decisions. Costs may include long-distance telephone calls, copies, fax charges, and all other similar costs incurred by the Parenting Coordinator pursuant to this Order if requested by the Parenting Coordinator. In addition, the parties shall pay for time spent by the Parenting Coordinator in any court appearance, conference, or meeting that the Parenting Coordinator's presence is requested or required.
 - b. Nonpayment of fees may subject the nonpaying party to prosecution for contempt of Court for failure to abide by the Order.
 - c. The parties shall timely provide the Parenting Coordinator with any deposit required by the Parenting Coordinator upon request of the Parenting Coordinator.
 - d. The Parenting Coordinator's hourly fee shall be paid as follows: Plaintiff shall pay _____% and Defendant shall pay _____. The Parenting Coordinator may modify this allocation or may recommend to the Court that the allocation be modified if the Parenting Coordinator finds that a party is using his/her services unnecessarily and, as a result, is causing another party greater expense; or if a party is acting in bad faith or asking the Parenting Coordinator to address issues outside of his/her scope. Ultimately, the Court shall determine the proper allocation of fees between the parties and may require reimbursement by one party to another of any payment made to the Parenting Coordinator.
 - e. A party may file a motion requesting that the Court review the Parenting Coordinator's fees if the party disputes the Parenting Coordinator's fees or allocation of those fees.
 - f. If a party pays 100% of the Parenting Coordinator's fee, that party has absolute right of indemnification against the other party(ies) up to the percentage allocation for which the other party was responsible. This reimbursement may be enforced by contempt.

- g. The Court retains jurisdiction to resolve disputes regarding the Parenting Coordinator's fees after the conclusion of the Parenting Coordinator's term so long as the Parenting Coordinator filed a Report in a timely manner.

This the _____ day of _____, 20_____.

DISTRICT COURT JUDGE

For Consent Orders:

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

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

Plaintiff (signature)

Defendant (signature)

CERTIFICATE OF SERVICE

I hereby certify that a copy of this Order Appointing Parenting Coordinator has been served on all parties and the Parenting Coordinator 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
Attorney for Plaintiff

Defendant
Attorney for Defendant