

**COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
CUYAHOGA COUNTY, OHIO**

_____	:	Case No. _____
Plaintiff/ Petitioner-01,	:	JUDGE _____
v.	:	ORDER APPOINTING PARENTING
_____	:	COORDINATOR
Defendant/ Petitioner-02.	:	

The Court hereby orders Parenting Coordination on the Court's own motion upon request of one party(mother/father) upon request of both parties, to assist the parties in the implementation of their: parental rights and responsibilities/shared parenting order companionship time order, regarding the parenting of the following minor child(ren):

Name(s) of Child(ren)	Date of Birth
_____	_____
_____	_____
_____	_____

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

I. PARENTING COORDINATOR APPOINTMENT.

The Court hereby appoints _____ to serve as the parenting coordinator for the minor child(ren) and the parties, pursuant to Local Rule 38. The parenting coordinator can be reached at:

Address

City/State/Zip

Telephone

E-mail

II. TERM OF APPOINTMENT.

The above named parenting coordinator is appointed for a term of _____ months ending on _____.
Date

III. POWERS AND DUTIES OF THE PARENTING COORDINATOR.

The parenting coordinator’s scope of authority is as follows:

- A. Monitor the Court’s Order and to assist the parties in resolving disputes related to the Order, provided that the disputes do not involve:
 - 1. whether to grant, modify or terminate a protection order;
 - 2. the terms and conditions of a protection order;
 - 3. the penalty for violation of a protection order;
 - 4. changes in the designation of the primary residential parent or legal custodian; or
 - 5. changes to the primary placement of a child;

- B. Consult with outside sources, such as teachers, therapists, physicians, attorney for either party, family members, etc., and review school records and speak to, or review the records of individuals with whom the parties and/or child(ren) have met.

Upon request of the parenting coordinator, parties shall sign any and all necessary authorizations to release records and information to the parenting coordinator from the following person(s) and sources:

- 1. Child(ren)’s current/previous pediatricians, psychologists or mental health professionals;
 - 2. Child(ren)’s current/previous teachers, school staff and administrators;
 - 3. Hospital and medical records for the child(ren);
 - 4. Law enforcement agencies, personnel and records;
 - 5. Custody evaluators;
 - 6. Any other source(s) with information relevant to the child(ren).

- C. Issue a written decision(s), when attempts to assist the parties to reach an agreement have failed, on any of the following:
 - 1. Occasional schedule adjustments which do not substantially alter the basic time share agreement;
 - 2. Participation in parenting time or companionship time by significant others, relatives, etc.;
 - 3. School placement;
 - 4. Dates, time and method of pick-up and delivery;
 - 5. Minor or occasional adjustment in vacations or holiday schedules;
 - 6. Transportation to and from parenting time;
 - 7. Participation in childcare/daycare and babysitting;
 - 8. School attendance and homework;
 - 9. Bedtime schedule;
 - 10. Diet;

11. Purchase and sharing of child(ren)'s clothing, equipment and personal possessions, including possession and transporting of the same between households;
 12. Child(ren)'s appearance and/or alteration of appearance, including haircuts, tattoos, ear, face or body piercing;
 13. Sports, lessons and recreation;
 14. Enrichment activities and summer camp;
 15. Discipline;
 16. Participation in routine at-home health care and hygiene;
 17. Communication between the parties and between the parties and the child(ren);
 18. Health care management issues, including choice of medical providers;
 19. Child(ren)'s travel and passport issues;
 20. Signing of appropriate releases from each party to provide access to confidential and privileged records, including medical, psychological or psychiatric records of a party or the child(ren);
 21. Child(ren)'s participation in religious observances and religious education; and
 22. Any other parenting issues that were not previously addressed by the parties.
- D. Report to child protective services, law enforcement, or other appropriate authority pursuant to the procedures set forth in R.C. 2151.421, any suspected child abuse or neglect and any apparent serious risk of harm to a family member's self, another family member, or a third party;
- E. Interview the minor child(ren) privately in order to ascertain the child(ren)'s needs as to the issues being discussed. In conducting such an interview, the Parenting Coordinator shall avoid forcing a child to choose between the parties or otherwise putting a child in the middle of the parties' conflicts;
- F. Interview members of the immediate family or extended family of parties and other relevant third parties reasonably deemed necessary by the parenting coordinator. The parties shall provide the Parenting coordinator with all necessary information to contact and communicate with the above-mentioned persons, including phone numbers, mailing and residence addresses and email addresses;

IV. CONFIDENTIALITY.

- A. Communications between the parties and the parenting coordinator are not confidential. Therefore, written and oral communications, negotiations and statements made by the parties in the course of working together can and may be disclosed to others. Information provided by the parties, either in discussions with the parenting coordinator and/or in writing by the parties, will be considered by the parenting coordinator when making decisions and may be disclosed in his/her written decisions.
- B. The parties are on notice that the parenting coordinator may disclose the following information:
1. He/she has reason to believe that a child is in need of protection;
 2. Either party or another person is in danger of bodily harm; or
 3. He/she learns of the intent to commit a felony

V. FEES AND EXPENSES.

The parties shall be equally responsible for the parenting coordinator's fees and any expenses associated with the parenting coordination. The parenting coordinator will bill at the rate of \$250.00 per hour and shall be paid by the parties within thirty (30) days of the date of the invoice.

OR

The Court has found that a disparity in income exists between the parties. Therefore, the apportionment of the parenting coordinator's fees and expenses shall reflect each party's pro rata share of their combined incomes, which is determined to be _____% to Mother and _____% to Father. The parenting coordinator will bill at the rate of \$_____ per hour and shall be paid by the parties within thirty (30) days of the date of the invoice.

The parenting coordinator has the right to suspend all services until payment of any unpaid balance.

VI. PARENTING COORDINATION TERMS AND CONDITIONS.

A. CONTACT WITH THE PARENTING COORDINATOR.

1. The parenting coordinator will inform the parties of the method of communication that you need to use throughout the parenting coordination process. The parenting coordinator should not be contacted outside of the work hours they communicate to you unless the parenting coordinator specifically authorizes parties in writing to call after hours, and then only for the specific purposes allowed by the parenting coordinator. Any party who abuses the parenting coordinator's personal time may be sanctioned by the Court. If parties are in disagreement after normal business hours, the complaining party should refrain from contacting the parenting coordinator until the next business day following the incident.
2. Each party shall contact the parenting coordinator within ten (10) days of the date of this Order to schedule the first appointment. The parenting coordinator shall determine the schedule for subsequent appointments, which may be held over the telephone, in-person or by any other means deemed appropriate by the parenting coordinator.
3. The parties are responsible for providing the parenting coordinator with all necessary information to stay in communication with them, including all phone numbers, mailing and residence addresses and e-mail addresses.
4. The parties shall provide the parenting coordinator with copies of all pleadings, orders and custody evaluation reports which relate to the issues to be brought to the parenting coordinator. The parenting coordinator shall also have direct access to all orders and pleadings on file in the case, including files under a Sealing Order of the court.

B. EMERGENCY CIRCUMSTANCES:

The parenting coordinator is not available to respond to emergencies. Direct urgent health matters to the appropriate physician or seek emergency room service. Direct urgent mental health concerns to the appropriate therapist. If a child is in imminent danger of harm, parties shall contact law enforcement, the Department of Children and Family Services or other appropriate agency, not the Parenting coordinator.

C. RECORD KEEPING:

The parenting coordinator will maintain handwritten notes of the parenting coordination process in addition to print outs of your electronic and regular mail communications. These records will be maintained in the parenting coordination file.

D. PARENTING COORDINATOR DECISIONS:

1. If the parties are unable to reach an agreement regarding a dispute, the parenting coordinator shall prepare a written Decision which shall be effective immediately and be followed by the parties until otherwise ordered by the Court.
2. The Decision shall set forth the reasons for the parenting coordinator’s decision. Should either party object to the written Decision, that party shall follow the procedures for filing objections set forth in Local Rule 38.

E. SANCTIONS:

The Court may impose sanctions for any violation of this Order which may include but is not limited to attorneys’ fees and other costs, contempt or other appropriate sanctions at the discretion of the Court.

VII. NOTIFICATION.

The parenting coordinator shall provide a copy of this Order of Appointment, immediately upon journalization, to the Director of the Guardian ad Litem and Parenting Coordination Program.

JUDGE

APPROVED:

MAGISTRATE

Plaintiff/Petitioner-01

Attorney for Plaintiff/Petitioner-01

Defendant/Petitioner-02

Attorney for Defendant/Petitioner-02