

IN THE COURT OF COMMON PLEAS OF FRANKLIN COUNTY, OHIO
DIVISION OF DOMESTIC RELATIONS AND JUVENILE BRANCH

PLAINTIFF/PETITIONER

JUDGE

DEFENDANT/PETITIONER

CASE NO. _____

MAGISTRATE _____

☐ Reappointment (JU/DR 0341)

ENTRY/MAGISTRATE'S ORDER APPOINTING GUARDIAN AD LITEM (JU/DR 0340)

Pursuant to Domestic Relations Local Rule 15/Juvenile Local Rule 27 and the Rules of Superintendence, the Court finds that it is in the best interest of the minor child(ren) to be made party(ies) and appointed a Guardian ad Litem.

It is therefore ORDERED that _____, Esq. is appointed Guardian ad Litem for the following child(ren):

NAME: _____ NAME: _____

DOB: _____ DOB: _____

NAME: _____ NAME: _____

DOB: _____ DOB: _____

The hourly rate of the Guardian ad Litem is \$ _____. All payments shall be made directly to the Guardian ad Litem. The initial deposit for fees is allocated to be paid as follows:

Plaintiff \$ _____, Defendant \$ _____, Third Party \$ _____ on or before _____, 20_____.

Fees billed in excess of the deposit shall be paid:

Plaintiff _____%, Defendant _____%, Third Party _____%. The Guardian ad Litem shall submit **monthly** invoices to the parties and file same in the record. The parties shall remit payment within 14 days of the filing date of the invoice for their share of any balance due.

Failure to timely pay the deposit or additional fees may result in the release of the Guardian ad Litem and in such instance the case may proceed without a Guardian ad Litem in the discretion of the court.

The Court may reallocate the fees upon good cause shown. Each party is responsible for paying all fees as ordered by the Court herein unless modified by subsequent order. The filing of a motion to reallocate fees does not relieve a party from payment of the fees as ordered herein. Guardian ad Litem fees are in the nature of child support and are not dischargeable in bankruptcy.

FULL OR PARTIAL PRO BONO APPOINTMENT OF GUARDIAN AD LITEM

Pursuant to Local Domestic Rule 15(J) or Local Juvenile Rule 27(J), the court has determined the parties lack the appropriate funds to pay for the services of the Guardian ad Litem.

☐ The initial deposit is ☐ waived or ☐ reduced as ordered above and the Guardian ad Litem shall provide _____ hours of pro bono service. After the hours of pro bono service are completed, the parties shall pay fees as follows: Plaintiff _____ %, Defendant _____ %, Third Party _____ %.

☐ The deposit and hourly fees are waived as the parties are indigent.

Should any party no longer qualify as indigent, fees may be assessed at the discretion of the court.

LIMITED SCOPE APPOINTMENT

This is a limited-scope appointment. The Guardian ad Litem shall address only the following issues:

_____.

As a limited-scope appointment, the Guardian ad Litem is relieved of the duties set forth in the Rules of Superintendence that are not applicable to the specific issue(s) outlined above.

TERMS OF APPOINTMENT

1. The Guardian ad Litem is authorized to communicate with all parties directly. All parties shall cooperate with the Guardian ad Litem as requested. It is the responsibility of the parties and/or their counsel to contact the Guardian ad Litem within ten (10) days of the filing of this appointment. Upon request, a party shall promptly execute any release requested by the Guardian ad Litem.
2. The Guardian ad Litem shall have reasonable access to the child at school, daycare or otherwise without obtaining the prior consent of the child's parent, guardian or custodian.
3. Upon presentation of a copy of this order to any agency, hospital, medical provider, mental health provider, organization, school, person, or office including but not limited to the Clerk of Court, human services agencies, public children services agencies, private child placing agencies, pediatricians, psychiatrists, other physicians, psychologists, counselors, or law enforcement agencies, the Guardian ad Litem shall be permitted to inspect and copy any records related to the minor child(ren) without the consent of the child(ren) or the child(ren)'s parent(s) or legal guardian(s) and to discuss all matters pertinent to treatment and findings related to the child(ren). The Guardian ad Litem shall maintain the confidentiality of records received and will not disclose the same except to report to the court or as the law permits.
4. The Guardian ad Litem shall be given notice of all hearings and proceedings, access to the electronic record of the case, and provided a copy of all pleadings, motions, notices and other documents filed in the case by the filing party. The Guardian ad Litem shall appear and participate in any hearing or proceeding in which their duties or any issues substantially within their duties may be addressed.
5. Upon becoming aware that the Guardian ad Litem's recommendations differ from the expressed wishes of the child(ren), the Guardian ad Litem shall promptly notify the court and parties in writing by filing a notice of conflict. The court shall take action as it deems necessary.
6. This appointment is effective upon filing and shall remain in effect until further order of the court. Upon conclusion of the proceedings for which this appointment is made, the Guardian ad Litem shall submit a motion and proposed entry for withdrawal. If not provided at the time of final hearing, the Guardian ad Litem shall file a motion for fees and a proposed entry within seven (7) days thereafter.
7. The Guardian ad Litem shall perform the duties, functions, responsibilities and conduct themselves in accordance with the Rules of Superintendence.
8. No party shall directly or indirectly harass, threaten, abuse, hinder, or intimidate the Guardian ad Litem, whether in person, by telephone, text, email, social media or otherwise, nor shall a party encourage any other person to act in such manner toward the Guardian ad Litem.
9. Not fewer than seven (7) days prior to the final hearing date, unless that date is modified by the court, the Guardian ad Litem shall provide a report to the court, unrepresented parties, and legal counsel, who shall provide the report to their client(s). The court must approve any additional disclosure of the report or its contents by a party. Unauthorized disclosure of the report or its contents may be subject to court action, including the penalties for contempt, which

includes fine and/or incarceration. This prohibition includes disclosure to the minor child(ren).

Any Guardian ad Litem report submitted shall include the following warning: “The Guardian ad Litem has provided this report in accordance with the Rules of Superintendence for the Courts of Ohio. Any party receiving a copy of this report may not disclose this report or its contents without the permission of the court. Unauthorized disclosure of the report or its contents may be subject to court action, including the penalties for contempt, which include fine and/or incarceration.”

10. Additional Orders:

_____.

Next hearing date in this matter: _____, 20____, at _____m. in
courtroom _____, 373 S. High Street, Columbus, Ohio 43215.

Notice is hereby given that failure to pay the Guardian ad Litem’s fees, participate in the investigation and/or to otherwise comply with this order may result in a limitation of evidence, dismissal of claims for relief pursuant to Civil Rule 41(B)(1), or other sanctions as allowed by law.

IT IS SO ORDERED.

Signature Page Attached

JUDGE/MAGISTRATE

cc:

DATE

Plaintiff/Counsel/Sup. Ct. Code

Plaintiff’s Address:

Plaintiff’s Telephone:

Plaintiff’s Email:

Defendant/Counsel/Sup. Ct. Code

Defendant’s Address:

Defendant’s Telephone:

Defendant’s Email:

Guardian ad Litem/Sup. Ct. Code

Address:

Third Party/Counsel/Sup. Ct. Code

Third Party’s Address:

Telephone:

Email:

Third Party’s Telephone:

Third Party’s Email: