

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

IN THE MATTER OF:

CASE NO. _____

JUDGE _____

PLAINTIFF/PETITIONER

MAGISTRATE _____

DEFENDANT/PETITIONER

ENTRY/MAGISTRATE'S ORDER APPOINTING GUARDIAN AD LITEM

Pursuant to Local Rule 15 of the Domestic Relations Division/Rule 27 of the Juvenile Branch, and Sup.R. 48.02, the Court finds that the best interests of the minor(s) named herein would be served and protected by making him/her/them party(ies) defendant in this action and appointing a Guardian Ad Litem.

It is therefore ORDERED and ADJUDGED that _____, Esq. be appointed Guardian Ad Litem for the following child/ren:

Name: _____

Name: _____

DOB: _____

DOB: _____

Name: _____

Name: _____

DOB: _____

DOB: _____

A. It is further ORDERED and ADJUDGED that:

1. Plaintiff shall deposit the sum of \$_____ and/or Defendant shall deposit the sum of \$_____ into the trust account of the Guardian Ad Litem no later than _____. The total deposit shall be at least \$800.00 unless otherwise indicated by the Guardian Ad Litem. The hourly rate of the Guardian Ad Litem is \$_____.
2. Court finds both parties are unable to fully pay the Guardian ad Litem fees and orders the following:
The initial deposit is waived or reduced (see §A(1), above) and the Guardian ad Litem shall provide _____ hours of pro bono services. Thereafter, the parties shall pay fees as apportioned below.
All hourly fees are waived as the parties are indigent. Should any party no longer qualify for indigent status during the pendency of the matter, fees may be requested by the Guardian Ad Litem and assessed at the discretion of the Court.

Plaintiff shall pay ____ % and Defendant shall pay ____ % of the Guardian Ad Litem's fees and expenses. The Guardian Ad Litem shall submit **monthly** invoices to the parties, and the parties shall remit payment to the Guardian Ad Litem within 14 days.

The Court retains jurisdiction to reallocate the fees and costs of the Guardian ad Litem upon motion or at the conclusion of the case. Each party is responsible for paying all fees as ordered by the Court until such time as fees may be reapportioned. Filing of a motion to reallocate fees does not act as a waiver to the payment of fees.

B. It is further ORDERED and ADJUDGED that:

1. Any Guardian ad Litem report submitted pursuant to this Order and Sup.R. 48.06 shall include the following: **"The guardian ad litem report shall be provided to the court, unrepresented parties, and legal counsel. Any other disclosure of the report must be approved in advance by the court. Unauthorized disclosure or distribution of the report may be subject to court action, including the penalties for contempt, which include fine and/or incarceration."**

2. Upon presentation of a copy of this court order, issued in compliance with 45 C.F.R. 164.512, to any agency, hospital, 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, including activity logs, cancellation notes and/or observation notes from any supervised parenting agency, and treatment for physical and mental illness, and/or drug abuse, and/or AIDS (Acquired Immunodeficiency Syndrome), and/or the results of an HIV test or the fact that an HIV test was performed, relating to the child(ren) without the consent of the child(ren) or the child's parent(s) or legal guardian(s); and to discuss with the person providing the treatment or tests in issue all matters pertinent to treatment and findings related to the child(ren). At the conclusion of the case, the Guardian Ad Litem shall maintain the confidentiality of records received pursuant to this order.
3. The Guardian Ad Litem assigned to this case shall maintain any information received from any such source as confidential and will not disclose the same except to report to the Court or as the law permits.
4. The Guardian Ad Litem shall have reasonable access to the child at school or in placement without obtaining the consent of the child's parent, guardian or custodian.
5. The Guardian Ad Litem shall be given notice of all hearings and proceedings and shall be provided a copy of all pleadings, motions, notices and other documents filed in the case. The Guardian Ad Litem shall appear and participate in any hearing or deposition for which the duties of a Guardian Ad Litem or any issues substantially within a Guardian Ad Litem's duties and scope of appointment are to be addressed.
6. This appointment shall remain in effect until discharged by order of the court. At the conclusion of the proceedings for which this appointment was made, the Guardian Ad Litem shall submit a motion and entry for withdrawal, and to dismiss the child(ren) as party(ies), to the assigned judge.
7. The Guardian Ad Litem fees are in the nature of child support and are not dischargeable in bankruptcy.
8. The next hearing date in this matter is scheduled for _____, 20____, at _____ am. or _____ pm. in courtroom____, 373 S. High Street, Columbus, Ohio 43215.
9. Additional Orders: _____

The Parties are hereby given notice that failure to pay the Guardian ad Litem's fees as ordered herein, or failure to otherwise comply with this order, may result in a finding of contempt of court, limitation of evidence, dismissal of claims for relief pursuant to Civil Rule 41(B)(1), or such other sanctions as allowed by law.

Signature Page Attached _____
 JUDGE / MAGISTRATE

_____ Date

cc:

Plaintiff/Counsel for Plaintiff/Sup. Ct. Code
 Address: _____

Defendant/Counsel for Defendant/Sup. Ct. Code
 Address: _____

Telephone: _____
 Email: _____

Telephone: _____
 Email: _____

Guardian Ad Litem/ Sup. Ct. Code
 Address: _____

Third Party/Counsel for Third Party/Sup. Ct. Code
 Address: _____

Telephone: _____
 Email: _____

Telephone: _____
 Email: _____