

AGREEMENT PAPERWORK IN A PENDING DIVORCE CASE CHILDREN

After a divorce action has been filed, parties will sometimes reach an agreement. If so, attached are forms that you can use to formalize your agreement.

Type or Print all Forms - *If you are downloading the forms from the website, the forms are in PDF and can be typed online and then saved on your computer or flash drive for revision and printing.*

You can access these fillable forms at this website:

<https://mail.oslsa.org:8889/home/admin@oslsa.org/Marietta%20Repository>

Signatures should be in BLUE ink

Forms to be completed by you

- Form 16 Separation Agreement – Tells the Court that you and your spouse have agreed upon issues relating to parental rights, child support, dividing your property, alimony and debts – in writing.
- Form 18 - Parenting Plan – If you want the Court to order a specific parenting plan, this tells the Court what you have agreed upon as a parenting plan

OR (SELECT EITHER FORM 18 OR FORM 17 – NOT BOTH!)

- Form 17 - Shared Parenting Plan – If you want the Court to order shared parenting, this tells the Court what you have agreed upon as the shared parenting plan

After completing the forms

- Make three (3) copies of the separation agreement, shared parenting plan OR parenting plan once it has been completed and signed by both spouses.
- Take the original and three (3) copies to Clerk of Common Pleas Court and file before the day and time of the final hearing.
- Both parties should appear at the time of the final hearing to let the Court know that the agreement is what you want.

IN THE COURT OF COMMON PLEAS

Division

COUNTY, OHIO

_____ :
 Plaintiff/Petitioner : Case No. _____
 _____ :
 Street Address :
 _____ :
 City, State and Zip Code : Judge _____
 _____ :
 and : Magistrate _____
 _____ :
 Plaintiff/Petitioner :
 _____ :
 Street Address :
 _____ :
 City, State and Zip Code :

Instructions: This form is used to present an agreement to the Court regarding spousal support, the division of personal property, real estate, and debts resulting from the termination of marriage. If the parties have any minor child(ren), child(ren) with disabilities, or the Wife is pregnant, a Shared Parenting Plan (Uniform Domestic Relations Form 17) or Parenting Plan (Uniform Domestic Relations Form 18) must be attached.

SEPARATION AGREEMENT

The parties, _____, Husband, and _____, Wife, state the following.

1. The parties were married to one another on _____ (date of marriage) in _____ (city or county, and state), and request that the termination of marriage be the date of final hearing or as specified: _____
2. The parties intend to live separate and apart.
3. Each party has made full and complete disclosure to the other of all marital property, separate property, and any other assets, debts, income, and expenses.
4. Neither party has knowledge of any other property and debts of any kind in which either party has an interest.

5. Each party has had the opportunity to value and verify all marital property, separate property, and debts.
6. A party's willful failure to disclose may result in the Court awarding the other party three times the value of the property, assets, income, or expenses that were not disclosed by the other party.
7. This Agreement addresses spousal support, property, and debt division.
8. This written Agreement is the complete agreement of the parties.
9. There are no other representations, agreements, statements, or prior writings that shall have any effect on this Agreement.
10. Each party fully understands the Agreement and has knowingly and voluntarily signed the Agreement.
11. No change to the terms of this Agreement shall be valid unless in writing and knowingly and voluntarily signed by both parties.

The parties agree as follows:

FIRST: SEPARATION

The parties shall live separate and apart. Neither party shall interfere with the activities, personal life, or privacy of the other; harass the other, nor engage in any conduct calculated to restrain, embarrass, injure, or hinder the other in any way.

SECOND: PROPERTY

Marital property as defined in R.C. 3105.171 is property owned by either or both spouses and property in which either spouse has an interest in the property. Separate property as defined in R.C. 3105.171 is real or personal property that was inherited, acquired by one spouse prior to the date of marriage, acquired after a decree of legal separation under R.C. 3107.17, excluded by a valid antenuptial agreement, compensation for personal injury, except for loss of marital earnings and compensation for expenses paid from marital assets, or any gift of property that was given to only one spouse. If separate property is involved, the owner should consider consulting an attorney. The party not receiving the separate property waives all interest in the property.

A. Real Estate (select one):

Real estate includes lands, mortgaged properties, buildings, fixtures attached to buildings, attached structures (for example, garage, in-ground pool), condominiums, time shares, mobile homes, natural condition stakes (for example, gas, oil, mineral rights, existing soil, including trees and landscape), and inheritance rights in real estate. The property's legal description is on the deed or mortgage papers.

1. The parties do not own any real estate.

2. Marital Real Estate

The parties owned real estate in one or both of their names and agree to award it as follows. A legal description of the property must be attached. (Attach a copy of the property's deed or mortgage papers.)

Location of Property	Awarded to
_____	_____
_____	_____
_____	_____

3. Each party shall pay and hold the other harmless from any debt owing on real estate he/she receives unless otherwise stated in this Agreement.

4. Other debt payment arrangements, including refinancing: _____

If the real estate is not in the name of the party to whom it is awarded, the parties shall make arrangements to transfer the property to the proper party as soon as possible.

B. Titled Vehicles (select one):

Titled vehicles include boats, trailers, automobiles, motorcycles, trucks, mobile homes, golf carts, motor scooters, sport utility vehicles (SUV), recreational vehicles (RV), all purpose vehicles (APV). Provide vehicle model, make, year, and serial number for all titled vehicle(s) that will be transferred.

- 1. The parties do not own any titled vehicle(s) in either party's name.
- 2. The titled vehicle(s) has/have already been divided or transferred, including all rights, title and interest in the vehicle(s) and is/are in the possession of the proper party. The parties are satisfied with the division.

3. The parties own titled vehicle(s) which has/have not been divided or transferred. Husband shall receive the following vehicle(s), free and clear of any claims from the Wife:

and Wife shall receive the following vehicle(s), free and clear of any claims of the Husband:

4. Each party shall pay for and hold the other harmless from any debt owing on the titled vehicle(s) he/she receives unless otherwise stated in this Agreement.

5. Other debt payment arrangements regarding titled vehicle(s): _____

If the vehicle's title is not in the name of the party to whom the vehicle is awarded, the current title holder shall transfer that title to the proper party as soon as the title is available for transfer. If title cannot be transferred immediately to the party to whom the vehicle is awarded, the party holding the title shall make the following arrangements to obtain and pay for license plates, registration, and insurance: _____

C. Household Goods and Personal Property (select one):

Household goods and personal property include appliances, tools, air conditioner window units, doghouses, lawn mowers, riding lawn mowers, above ground pools, safety deposit boxes, jewelry, furniture, refrigerators, silverware, collections, china, and books.

1. The household goods and personal property are already divided and in the possession of the proper party. The parties are satisfied with the division.

2. The parties have household goods and personal property which have not been divided. Husband shall have the following: _____

and Wife shall have the following: _____

3. Delivery or pick-up of household goods and personal property shall be as follows: _____

4. Each party shall pay for and hold the other harmless from any debt owing on the household goods and personal property he/she receives unless otherwise stated in this Agreement.

5. Other debt arrangements regarding household goods and personal property: _____

The parties shall make arrangements to transfer possession of the household goods and personal property to the proper party as soon as possible.

D. Financial Accounts (select one):
Financial accounts include checking, savings, certificates of deposit, money market accounts, medical or health savings accounts, education or college saving plans (for example, 529 Plan) and trusts.

- 1. The parties do not have any financial accounts.
- 2. The parties have financial accounts and agree the accounts are already divided and in the name of the proper party. The parties are satisfied with the division.
- 3. The parties have financial accounts which are not divided.
Husband shall receive the following:

Institution	Current Name(s) on Account	Type of Account
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving <input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving <input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving <input type="checkbox"/> other: _____

and Wife shall receive the following:

Institution	Current Name(s) on Account	Type of Account
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving <input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving <input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving <input type="checkbox"/> other: _____

- 4. Each party shall pay for and hold the other harmless from any debt owing on the financial accounts he/she receives unless otherwise stated in this Agreement.
- 5. Other arrangements regarding financial accounts: _____

The parties shall make arrangements to transfer the financial accounts to the proper party as soon as possible.

E. Stocks, Bonds, Securities, and Mutual Funds (select one):

1. The parties do not have any stocks, bonds, securities, or mutual funds.
2. One or both parties has/have stocks, bonds, securities, or mutual funds which are already divided and in the name of the proper party. The parties are satisfied with the division.
3. One or both parties has/have stocks, bonds, securities, or mutual funds which are not divided.
Husband shall receive the following:

Institution	Current Name(s) on Account	Number of Shares
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

and Wife shall receive the following:

Institution	Current Name(s) on Account	Number of Shares
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Each party shall pay for and hold the other harmless from any debt owing on the stocks, bonds, securities, or mutual funds he/she receives unless otherwise stated in this Agreement.
5. Other arrangements regarding the stocks, bonds, securities, or mutual funds:

The parties shall make arrangements to sell or transfer the stocks, bonds, securities, or mutual funds to the proper party as soon as possible.

F. Business Interests (select one):

1. The parties do not have any business interests.
2. One or both parties has/have business interests and which are already divided and in the name of the proper party. The parties are satisfied with the division.

3. One or both parties has/have business interests which have not been divided.

Husband shall receive the following:

Name of Business	Ownership Interest
_____	_____
_____	_____

and Wife shall receive the following:

Name of Business	Ownership Interest
_____	_____
_____	_____
_____	_____

4. Each party shall pay for and hold the other harmless from any debt owing on the business interests he/she receives unless otherwise stated in this Agreement.

5. Other arrangements regarding business interests: _____

The parties shall make arrangements to transfer the business interests to the proper party as soon as possible.

G. Pension, Profit Sharing, IRA, 401(k), and Other Retirement Plans (select one):

1. The parties do not have any pension, profit sharing, IRA, 401(k), or other retirement plans.
2. The pension(s), profit sharing, IRA, 401(k), or other retirement plans are already divided and in the proper party's name. The parties are satisfied with the division.
3. The parties have pension(s), profit sharing, IRA, 401(k), or other retirement plans which have not been divided.

Husband shall receive the following:

Company	Name(s) on Plan	Amount/Share
_____	_____	_____
_____	_____	_____
_____	_____	_____

and Wife shall receive the following:

Company	Name(s) on Plan	Amount/Share
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Each party shall pay for and hold the other harmless from any debt owing on the pension(s), profit sharing, IRA, 401(k), or other retirement plans he/she receives unless otherwise stated in this Agreement.

5. Other arrangements regarding pension(s), profit sharing, IRA, 401(k), or other retirement plans:

The parties shall make arrangements to transfer interest in the pension(s), profit sharing, IRA, 401(k), or other retirement plans to the proper party as soon as possible.

A Qualified Domestic Relations Order (QDRO) or Division of Property Order (DOPO) may be necessary to divide some of these assets. If so, the QDRO and DOPO will be prepared by:

and submitted to the Court within 90 days after the final hearing. Expenses of preparation shall be paid as follows: _____

The Court retains jurisdiction to interpret and enforce the terms of the documents of transfer.

H. Life Insurance Policies (select one):

1. The parties do not have any life insurance policy(ies) with a cash value.
2. The parties have life insurance policy(ies) and agree the cash value of all life insurance policy(ies) has/have already been divided. The parties are satisfied with the division.
3. The parties' life insurance policy(ies) has/have not been divided.

Husband shall receive the following policy(ies), free and clear of any claims of the Wife: _____

and Wife shall receive the following policy(ies), free and clear of any claims of the Husband:

4. Each party shall pay for and hold the other harmless from any debt owing on the life insurance policy(ies) he/she receives unless otherwise stated in this Agreement.

5. Other arrangements regarding life insurance policy(ies): _____

The parties shall make arrangements to transfer interest in the life insurance policy(ies) to the proper party as soon as possible.

1. Other Property (select one):

1. The parties do not have any other property.

2. The property shall be awarded as follows:

Description of Property	To Be Kept By		
_____	<input type="checkbox"/> Husband	<input type="checkbox"/> Wife	<input type="checkbox"/> Other _____
_____	<input type="checkbox"/> Husband	<input type="checkbox"/> Wife	<input type="checkbox"/> Other _____
_____	<input type="checkbox"/> Husband	<input type="checkbox"/> Wife	<input type="checkbox"/> Other _____
_____	<input type="checkbox"/> Husband	<input type="checkbox"/> Wife	<input type="checkbox"/> Other _____

3. Each party shall pay for and hold the other harmless from any debt owing on the property he/she receives unless otherwise stated in this Agreement.

4. Other arrangements regarding the property above: _____

The parties shall make arrangements to transfer interest in the property listed above to the proper party as soon as possible.

THIRD: DEBTS (select one):

The parties do not have any debts.

Each party shall pay all debts incurred by him or her individually and in their individual name and shall hold the other party harmless for these debts.

The parties have the following debts and have agreed to the payment of all debts owed, and agree to hold the other party harmless on those debts, as follows:

Creditor	Purpose of Debt	Balance	Who Will Pay	
_____	_____	_____	<input type="checkbox"/> Husband	<input type="checkbox"/> Wife
_____	_____	_____	<input type="checkbox"/> Husband	<input type="checkbox"/> Wife
_____	_____	_____	<input type="checkbox"/> Husband	<input type="checkbox"/> Wife
_____	_____	_____	<input type="checkbox"/> Husband	<input type="checkbox"/> Wife

Bankruptcy (select one):

The Court will retain jurisdiction to enforce payment of debt obligations, in the event a party files bankruptcy, including, but not limited to, the ability to determine the debt assigned is in the nature of maintenance, necessity or support and is therefore nondischargeable in bankruptcy, and/or making a future spousal support order, regardless of the spousal support order set forth below under **FOURTH: SPOUSAL SUPPORT**.

Nothing in this order shall prevent the Plaintiff and Defendant from being fully discharged from the debts allocated in this order in a bankruptcy proceeding except for any orders expressly for spousal support and the following debts: _____

Neither party shall incur liabilities against the other party in the future and each shall pay any debt incurred by him or her individually after the date of this agreement.

FOURTH: SPOUSAL SUPPORT

A. Spousal Support Not Awarded

Neither the Husband nor Wife shall pay spousal support to the other. The Court shall not retain jurisdiction to modify spousal support, except as set forth above under **THIRD: DEBT**.

B. Spousal Support Awarded

The Husband Wife shall pay spousal support to the Husband Wife in the amount of \$ _____ per month plus 2% processing charge for a total of \$ _____ per month, commencing on _____ and due on the _____ day of the month. This spousal support shall continue indefinitely for a period of _____ .

C. Method of Payment of Spousal Support (select one):

If there are no child(ren), the spousal support payment shall be made directly to the Plaintiff Defendant.

The spousal support payment, plus 2% processing charge, shall be made to the Ohio Child Support Payment Central, P. O. Box 182372, Columbus, Ohio 43218-2372, as administered through

the _____ County Child Support Enforcement Agency by income withholding at his/her place of employment.

The Court shall not retain jurisdiction to modify spousal support.

The Court shall retain jurisdiction to modify the amount duration of the spousal support Order.

D. Termination of Spousal Support

This spousal support shall terminate sooner than the above stated date upon the Plaintiff's or the Defendant's death or in the event of the following (check all that apply):

The cohabitation of the person receiving support in a relationship comparable to marriage.

The remarriage of the person receiving support.

Other (specify): _____

E. Deductibility of Spousal Support for All Tax Purposes (select one):

The spousal support paid shall be deducted from income to the person paying the support and included in income by the person receiving the support.

The spousal support paid shall be included in income of the person paying the support.

F. Other orders regarding spousal support (specify): _____

G. Arrearage

Any temporary spousal support arrearage will survive this judgment entry.

Any temporary spousal support arrearage will not survive this judgment entry.

Other: _____

FIFTH: NAME

_____ shall be restored to the prior name of: _____

SIXTH: ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES, PARENTING TIME, CHILD SUPPORT AND HEALTH CARE

The parties do not have child(ren) subject to the jurisdiction of the Court.

The parties have minor child(ren) subject to the jurisdiction of the Court, and

a Parenting Plan or Shared Parenting Plan is attached.

SEVENTH: OTHER

The parties agree to the following additional matters: _____

EIGHTH: NON-USE OF OTHER’S CREDIT

From now on, neither party shall incur any debt or obligation upon the credit of the other or in their joint names. If a party incurs such a debt or obligation that party shall repay, indemnify, and hold the other harmless as to any such debt or obligation. All joint credit card accounts shall be immediately cancelled, and the cards shall be immediately destroyed.

NINTH: INCORPORATION INTO DECREE/EFFECTIVENESS OF AGREEMENT

If one or both of the parties institute or have instituted proceedings for dissolution, divorce, or separation, this Agreement shall be presented to the Court with the request that it be adjudicated to be fair, just, and proper, and incorporated into the decree of the Court.

TENTH: PERFORMANCE OF NECESSARY ACTS

Upon execution and approval of this Agreement by the Court, each party shall deliver to the other party, or permit the other party to take possession of all items of property to which each is entitled under the terms of this Agreement, and shall make all periodic payments required under the terms of this Agreement.

Upon failure of either party to execute and deliver any deed, conveyance, title, certificate or other document or instrument to the other party, an order of the Court incorporating this Agreement shall constitute and operate as a properly executed document, and the County Auditor, County Recorder, Clerk of Courts and/or all other public and private officials shall be authorized and directed to accept a properly certified copy of a court order incorporating this Agreement, a properly certified copy of the Agreement or an order of the Court in lieu of the document regularly required for the conveyance or transfer.

ELEVENTH: SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall continue in full force and effect.

TWELFTH: APPLICABLE LAW

All of the provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

THIRTEENTH: MUTUAL RELEASE

Except as otherwise provided, the parties do release and forever discharge each other from any and all actions, suits, debts, claims, demands, and obligations whatsoever, both in law and in equity, which either of them ever had, now has, or may have or assert against the other upon or by reason of any matter or cause to the date of the execution of this Agreement.

Each party waives all rights of inheritance and the right to share in the estate of the other, and waives all rights which would otherwise be available as a surviving spouse, except payments or rights included in this Agreement.

Your Signature (Husband)

Your Signature (Wife)

Date

Date

IN THE COURT OF COMMON PLEAS

Division
COUNTY, OHIO

IN THE MATTER OF:

A Minor

Plaintiff/Petitioner

Case No.

Street Address

Judge

City, State and Zip Code

vs./and

Magistrate

Defendant/Petitioner

Street Address

City, State and Zip Code

Instructions: The Parenting Time Schedule must be attached to this Plan. Parents are urged to consult the Planning for Parenting Time Guide: Ohio's Guide for Parents Living Apart available at http://www.supremecourt.ohio.gov/Publications/JCS/parentingGuide.pdf.

PARENTING PLAN

We, the parents, _____, "Father", and _____, "Mother", have _____ (number) child(ren) born from or adopted during the marriage or relationship. Of the child(ren), _____ (number) is/are emancipated adult(s) and not under any disability, and the following _____ (number) child(ren) is/are minor child(ren) and/or mentally or physically disabled child(ren) incapable of supporting or maintaining themselves (name and date of birth of each child):

The parents agree to the care, parenting, and control of their child(ren) as provided in this Parenting Plan.

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FIRST: PARENTS' RIGHTS

We, the parents, shall have, unless limited:

- A. The right to reasonable telephone contact with the child(ren) when they are with the other parent.
- B. The right to be notified in case of an injury to or illness of the minor child(ren).
- C. The right to inspect and receive the minor child(ren)'s medical and dental records and the right to consult with any treating physician, dentist and/or other health care provider, including but not limited to psychologists and psychiatrists.
- D. The right to consult with school officials concerning the minor child(ren)'s welfare and educational status, and the right to inspect and receive the child(ren)'s student records to the extent permitted by law.
- E. The right to receive copies of all school reports, calendars of school events, notices of parent-teacher conferences, and school programs.
- F. The right to attend and participate in parent-teacher conferences, school trips, school programs, and other school activities in which parents are invited to participate.
- G. The right to attend and participate with the child(ren) in athletic programs and other extracurricular activities.

SECOND: ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES

A. General Responsibilities

Each parent shall take all measures necessary to foster respect and affection between the child(ren) and the other parent. Neither parent shall do anything that may estrange the child(ren) from the other parent, or impair the child(ren)'s high regard for the other parent.

B. Medical Responsibilities

The parents shall notify the other parent promptly if a child experiences a serious injury, has a serious or chronic illness, or receives treatment in an emergency room or hospital. The notification shall include the emergency, the child's status, locale, and any other pertinent information as soon as practical, but in any event within 24 hours.

The parents shall consult with each other about the minor child(ren)'s medical care needs and the residential parent shall immediately notify the other parent about all major non-emergency medical decisions before authorizing a course of treatment. Parents have a right to know the necessity for treatment, proposed cost, and proposed payment schedule. Each parent may also secure an independent evaluation at his/her expense to determine the necessity for treatment. If the parties cannot agree regarding a course of treatment, the residential parent's decision shall control. The parents shall provide the other with the names and telephone numbers of all health care providers for the child(ren).

C. Residential Parent and Legal Custodian

Father shall be the residential parent and legal custodian of the following child(ren):

FORM 18

Mother shall be the residential parent and legal custodian of the following child(ren):

D. Parenting Time Schedule

Unless otherwise agreed, the parents shall have parenting time with the child(ren) according to the attached Parenting Time Schedule that shows the times that the child(ren) shall be with each parent on weekdays, weekends, holidays, and vacation times.

(The Parenting Time Schedule must be attached to this Plan.)

E. Transportation (select one):

Each parent shall be responsible for providing transportation for the child(ren) at the beginning of his/her parenting period. Each parent shall be responsible for providing transportation for the child(ren) to and from school and activities during his/her parenting period.

We agree to the following arrangements for providing transportation for our child(ren) at the beginning, during, or end of a parenting period: _____

F. Current Address and Telephone Number

Father's current home address and telephone number, including cellular telephone number:

Mother's current home address and telephone number, including cellular telephone number:

G. Relocation Notice

Pursuant to section 3109.051(G) of the Revised Code:

If the residential parent intends to move to a residence other than the residence specified in the court order, the parent shall file a notice of intent to relocate with this Court. Except as provided in divisions (G)(2), (3), and (4) of section 3109.051 of the Revised Code, the Court shall send a copy of the notice to the parent who is not the residential parent. Upon receipt of the notice, the Court, on its own motion or the motion of the parent who is not the residential parent, may schedule a hearing

FORM 18

with notice to both parents to determine whether it is in the best interests of the child(ren) to revise the parenting time schedule for the child(ren).

The non-residential parent shall inform in writing the Court and the other parent of changes in address and telephone, including cellular telephone number, unless otherwise provided by court order.

The relocation notice must be filed with the Court granting the allocation of parental rights and responsibilities (name and address of the Court): _____

H. Records Access Notice

Pursuant to sections 3109.051(H) and 3319.321(B)(5)(a) of the Revised Code:
Subject to sections 3125.16 and 3319.321(F) of the Revised Code, the parent who is not the residential parent is entitled to access to any record that is related to the child(ren), and to which the residential parent is legally provided access under the same terms and conditions as the residential parent. Any keeper of a record who knowingly fails to comply with any record access order is in contempt of court.

Restrictions or limitations:

- None
 Restrictions or limitations to non-residential parents regarding records access are as follows:

I. Day Care Access Notice

Pursuant to section 3109.051(I) of the Revised Code:
In accordance with section 5104.11 of the Revised Code, the parent who is not the residential parent is entitled to access to any day care center that is or will be attended by the child(ren) with whom parenting time is granted, to the same extent that the residential parent is granted access to the center.

Restrictions or limitations:

- None
 Restrictions or limitations to non-residential parents regarding day care access are as follows:

J. School Activities Access Notice

Pursuant to section 3109.051(J) of the Revised Code:
Subject to section 3319.321(F), the parent who is not the residential parent is entitled to access

FORM 18

to any student activity that is related to the child(ren) and to which the residential parent is legally provided access, under the same terms and conditions as the residential parent. Any school employee or official who knowingly fails to comply with this school activities access order is in contempt of court.

Restrictions or limitations:

None

Restrictions or limitations to non-residential parents regarding school activities access are as follows: _____

THIRD: HEALTH INSURANCE COVERAGE

As required by law, the parties have completed a Child Support Worksheet, which is attached to and incorporated in this Agreement.

Select one:

A. Health Insurance Coverage Available to at Least One Parent

1. Private health insurance coverage is accessible and reasonable in cost through a group policy, contract, or plan to: Father Mother Both parents. Father Mother Both parents shall provide private health insurance coverage for the benefit of the child(ren).
2. If both parents are ordered to provide private health insurance coverage for the benefit of the child(ren), Father's Mother's health insurance plan shall be considered the primary health insurance plan for the child(ren).
3. The parent required to provide private health insurance coverage shall provide proof of insurance to the _____ County Child Support Enforcement Agency (CSEA) and the other parent.
4. Both parents shall cooperate in the preparation of insurance forms to obtain reimbursement or payment of expenses, as applicable. A copy of medical bills must be submitted to the party holding the insurance and responsible for payment or the other parent within 30 days of receipt.
5. Should the health insurance coverage be cancelled for any reason, the parent ordered to maintain insurance shall immediately notify the other parent and take immediate steps to obtain replacement coverage. Unless the cancellation was intentional, the uncovered expenses shall be paid as provided above. If the cancellation was intentionally caused by the parent ordered to maintain insurance coverage, that parent shall be responsible for all medical expenses that would have been covered had the insurance been in effect.

B. Health Insurance Coverage Unavailable to Either Parent

1. Private health insurance coverage is **not** accessible and reasonable in cost through a group

FORM 18

policy, contract, or plan to either parent.

- 2. If private health insurance coverage becomes available to either parent at reasonable cost, he/she will immediately obtain the insurance, notify the other parent and the _____ County CSEA, and submit to the other parent proof of insurance, insurance forms, and an insurance card. The CSEA shall determine whether the cost of the insurance is of sufficient amount to justify an administrative review of the amount of child support payable. In the event an administrative review is warranted, one shall be conducted.

C. Division of Uninsured Expenses

- 1. The cost of any uninsured medical expenses, incurred by or on the behalf of the child(ren) not paid by a health insurance plan, and exceeding \$100 per child per year, including co-payments and deductibles, shall be paid by the parents as follows:

_____ % by Father _____ % by Mother.

The first \$100 per child per year of uninsured expenses shall be paid by the residential parent.

Other orders regarding payment of uninsured medical expenses: _____

- 2. The parent incurring the expenses shall provide the other parent the original or copies of all medical bills, and Explanation of Benefits (EOB), if available, within 30 days of the date on the bill or EOB, whichever is later, absent extraordinary circumstances. The other parent shall, within 30 days of receipt of the bill, reimburse the parent incurring the expenses or pay directly to the health care provider that parent's percentage share of the bill as shown above.

D. Other Important Information about Medical Records and Expenses

- 1. Each party shall have access to all medical records of the child(ren) as provided by law.
- 2. The term "medical expense" or "medical records" shall include but not be limited to medical, dental, orthodontic, optical, surgical, hospital, major medical, psychological, psychiatric, outpatient, doctor, therapy, counseling, prosthetic, and/or all other expenses/records including preventative health care expenses/records related to the treatment of the human body and mind.

FOURTH: CHILD SUPPORT

As required by law, the parties have completed a Child Support Worksheet, which is attached to and incorporated in this Agreement.

A. Child Support with Private Health Insurance Coverage

When private health insurance coverage is being provided for the child(ren), Father Mother, Obligor, shall pay child support in the amount of \$ _____ per child per month, for _____ (number) of child(ren) for a total \$ _____ per month.

FORM 18

B. Child Support without Private Health Insurance Coverage

When private health insurance coverage is **not** available for the child(ren), Father Mother, the Obligor, shall pay child support in the amount of \$ _____ per child per month and \$ _____ per child per month as cash medical support. The total child support and cash medical support for _____ (number) of child(ren) is \$ _____ per month.

C. Child Support Payment

Child support payment (including cash medical support, if any) plus a 2% processing charge shall commence on _____ and shall be paid to the Ohio Child Support Payment Center, P. O. Box 182372, Columbus, Ohio 43218-2372, as administered through the _____ County Child Support Enforcement Agency (CSEA) by income withholding at Obligor's place of employment or from nonexempt funds on deposit at a financial institution.

D. Deviation of Child Support Amount

The child support amount agreed upon is different than the amount calculated on the attached Child Support Worksheet, because the amount calculated on the Worksheet would be unjust or inappropriate and would not be in the best interests of the child(ren) for the following reason(s) as provided in R.C. 3119.22, 3119.23, and 3119.24 and shall be adjusted as follows: _____

Special and unusual needs of the child(ren) as follows: _____

Extraordinary obligations for minor child(ren) or obligations for handicapped child(ren) who is/are not stepchild(ren) and who are not offspring from the marriage or relationship that is the basis of the immediate child support determination as follows: _____

Other court-ordered payments as follows: _____

The Obligor obtained additional employment after a child support order was issued to support a second family as follows: _____

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Extended parenting time or extraordinary costs associated with parenting time, provided that this division does not authorize and shall not be construed as authorizing any deviation from the schedule and the applicable worksheet, through the line establishing the actual annual obligation, or any escrowing, impoundment, or withholding of child support because of a denial of or interference with a right of parenting time granted by court order as follows: _____

The financial resources and the earning ability of the child(ren) as follows: _____

Disparity in income between parents or households as follows: _____

Benefits that either parent receives from remarriage or sharing living expenses with another person as follows: _____

The amount of federal, state, and local taxes actually paid or estimated to be paid by a parent or both of the parents as follows: _____

Significant, in-kind contributions from a parent, including, but not limited to, direct payment for lessons, sports equipment, schooling, or clothing as follows: _____

The relative financial resources, other assets and resources, and needs of each parent as follows: _____

The standard of living and circumstances of each parent and the standard of living the child(ren) would have enjoyed had the marriage continued or had the parents been married as follows:

The physical and emotional condition and needs of the child(ren) as follows: _____

The need and capacity of the child(ren) for an education and the educational opportunities that would have been available to the child(ren) had the circumstances requiring a court order for support not arisen as follows: _____

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The responsibility of each parent for the support of others as follows: _____

Any other relevant factor: _____

E. Duration of Child Support.

The child support order will terminate upon the child's 18th birthday unless one of the following circumstances applies:

- The child is mentally or physically disabled and incapable of supporting or maintaining himself or herself.
- The parents have agreed to continue child support beyond the date it would otherwise terminate as set out below.
- The child continuously attends a recognized and accredited high school on a full-time basis so long as the child has not, as yet, reached the age of 19 years old. (Under these circumstances, child support will end at the time the child ceases to attend a recognized and accredited high school on a full-time basis or when he or she reaches the age of 19, whichever occurs first.)

This Support Order will remain in effect during seasonal vacation periods until the order terminates.

The parents agree that child support will extend beyond when it would otherwise end. The terms and conditions of that agreement are as follows: _____

The parents have (a) child(ren) who is/are mentally or physically disabled and incapable of supporting or maintaining themselves. The name of the child and the nature of the mental or physical disability are as follows: _____

F. Important Child Support Orders and Information.

Obligee must immediately notify and Obligor may notify the CSEA of any reason for which the support order should terminate. A willful failure to notify the CSEA as required is contempt of court.

The following are reasons for termination of the Order:

- Child's attainment of the age of majority if the child no longer attends an accredited high school on a full-time basis and the support order does not provide for the duty of support to continue past the age of majority
- Child stops attending an accredited high school on a full-time basis after attaining the age of majority

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- Child's death
- Child's marriage
- Child's emancipation
- Child's enlistment in the Armed Services
- Child's deportation
- Change of legal custody of the child

All support payments must be made through the CSEA or the office of child support in the Ohio Department of Job and Family Services (Child Support Payment Central). Any payment of money not made through the CSEA will be presumed to be a gift, unless the payment is made to discharge an obligation other than support.

All support under this Order shall be withheld or deducted from the income or assets of the Obligor pursuant to a withholding or deduction notice or appropriate order issued in accordance with Chapters 3119., 3121., 3123., and 3125. of the Revised Code or a withdrawal directive issued pursuant to sections 3123.24 to 3123.38 of the Revised Code and shall be forwarded to the Obligee in accordance with Chapters 3119., 3121., 3123., and 3125. of the Revised Code.

The Obligor and/or Obligee required under this Order to provide private health insurance coverage for the child(ren) is also required to provide the other party within 30 days after the issuance of the Order, the following:

- Information regarding the benefits, limitations, and exclusions of the health insurance coverage
- Copies of any insurance form necessary to receive reimbursement, payment, or other benefits under the coverage
- A copy of any necessary health insurance cards

The Health Plan Administrator that provides the private health insurance coverage for the child(ren) may continue making payment for medical, optical, hospital, dental, or prescription services directly to any health care provider in accordance with the applicable private health insurance policy, contract, or plan.

The Obligor and/or Obligee required to provide private health insurance for the child(ren) must designate said child(ren) as dependents under any private health insurance policy, contract, or plan for which the person contracts.

The employer of the person required to provide private health insurance coverage is required to release to the other parent, any person subject to an order issued under section 3109.19 of the Revised Code, or the CSEA, upon written request, any necessary information regarding health insurance coverage, including the name and address of the health plan administrator and any policy, contract, or plan number, and the employer will otherwise comply with all orders and notices issued.

If the person required to obtain private health insurance coverage for the child(ren) subject to this

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Support Order obtains new employment, the agency shall comply with the requirements of section 3119.34 of the Revised Code, which may result in the issuance of a notice requiring the new employer to take whatever action is necessary to enroll the child(ren) in private health insurance coverage provided by the new employer.

Upon receipt of notice by the CSEA that private health insurance coverage is not available at a reasonable cost, cash medical support shall be paid in the amount as determined by the child support computation worksheets in section 3119.022 or 3119.023 of the Revised Code, as applicable. The CSEA may change the financial obligations of the parties to pay child support in accordance with the terms of the court or administrative order and cash medical support without a hearing or additional notice to the parties.

An Obligor that is in arrears in his/her child support obligation is subject to having any federal, state and/or local income tax refund to which the Obligor may be entitled forwarded to the CSEA for payment toward these arrears. Such refunds will continue to be forwarded to the CSEA for payment until all arrears owed are paid in full. If the Obligor is married and files a joint tax return, the Obligor's spouse may contact the CSEA about filing an "Injured Spouse" claim after the Obligor is notified by the Internal Revenue Service that his/her refund is being forwarded to the CSEA.

Pursuant to section 3121.29 of the Revised Code, the parties are notified as follows:

EACH PARTY TO THIS SUPPORT ORDER MUST NOTIFY THE CHILD SUPPORT AGENCY IN WRITING OF HIS OR HER CURRENT MAILING ADDRESS, CURRENT RESIDENCE ADDRESS, CURRENT RESIDENCE TELEPHONE NUMBER, CURRENT DRIVER'S LICENSE NUMBER AND OF ANY CHANGES IN THAT INFORMATION. EACH PARTY MUST NOTIFY THE AGENCY OF ALL CHANGES UNTIL FURTHER NOTICE FROM THE COURT. IF YOU ARE THE OBLIGOR UNDER A CHILD SUPPORT ORDER AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY BE FINED UP TO \$50.00 FOR A FIRST OFFENSE, \$100.00 FOR A SECOND OFFENSE, AND \$500.00 FOR EACH SUBSEQUENT OFFENSE. IF YOU ARE AN OBLIGOR OR OBLIGEE UNDER ANY SUPPORT ORDER AND YOU WILLFULLY FAIL TO MAKE THE REQUIRED NOTIFICATIONS YOU MAY BE SUBJECTED TO FINES OF UP TO \$1,000.00 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS.

IF YOU ARE AN OBLIGOR AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT ACTIONS AGAINST YOU: IMPOSITION OF LIENS AGAINST YOUR PROPERTY; LOSS OF YOUR PROFESSIONAL OR OCCUPATIONAL LICENSE, DRIVER'S LICENSE, OR RECREATIONAL LICENSE; WITHHOLDING FROM YOUR INCOME; ACCESS RESTRICTIONS AND DEDUCTIONS FROM YOUR ACCOUNTS IN FINANCIAL INSTITUTIONS; AND ANY OTHER ACTION PERMITTED BY LAW TO OBTAIN MONEY FROM YOU AND TO SATISFY YOUR SUPPORT OBLIGATION.

G. Payment shall be made in accordance with Chapter 3121. of the Revised Code.

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H. Arrearage

- Any temporary child support arrearage will survive this judgment entry.
 Any temporary child support arrearage will not survive this judgment entry.
 Other: _____
-

FIFTH: TAX EXEMPTIONS

Income tax dependency exemptions (check all that apply):

- A. The Father shall be entitled to claim the following minor child(ren) for all tax purposes for
 even-numbered tax years odd-numbered tax years all eligible tax years, so long as he is
substantially current in any child support he is required to pay as of December 31 of the tax year
in question: _____

- The Mother shall be entitled to claim the following minor child(ren) for all tax purposes for
 even-numbered tax years odd-numbered tax years all eligible tax years, so long as she is
substantially current in any child support she is required to pay as of December 31 of the tax year
in question: _____

- B. Other orders regarding tax exemptions (specify): _____

If a non-residential parent is entitled to claim the child(ren), the residential parent is required to execute and deliver Internal Revenue Service Form 8332, or its successor, together with any other required forms as set out in section 152 of the Internal Revenue Code, as amended, on or before February 15th of the year following the tax year in question, to allow the non-residential parent to claim the minor child(ren).

SIXTH: MODIFICATION

This Parenting Plan may be modified by agreement of the parties or by the Court.

SEVENTH: OTHER

Upon approval by the Court, this Parenting Plan shall be incorporated in the Judgment Entry.

Your Signature (Father)

Your Signature (Mother)

Date

Date

IN THE COURT OF COMMON PLEAS

Division
COUNTY, OHIO

IN THE MATTER OF:

A Minor

Plaintiff/Petitioner

Case No.

Street Address

Judge

City, State and Zip Code

vs./and

Magistrate

Defendant/Petitioner

Street Address

City, State and Zip Code

Instructions: The Parenting Time Schedule must be attached to this Plan. Parents are urged to consult the Planning for Parenting Time Guide: Ohio's Guide for Parents Living Apart available at http://www.supremecourt.ohio.gov/Publications/JCS/parentingGuide.pdf.

SHARED PARENTING PLAN

We, the parents, "Father", and "Mother", have (number) child(ren) born from or adopted during the marriage or relationship. Of the child(ren), (number) is/are emancipated adult(s) and not under any disability, and the following (number) child(ren) are minor child(ren) and/or mentally or physically disabled child(ren) incapable of supporting or maintaining themselves (name and date of birth of each child):

The parents agree to the care, parenting, and control of their child(ren) as provided in this Shared Parenting Plan.

FIRST: PARENTS' RIGHTS

The parents shall have:

- A. The right to participate in major decisions concerning the child(ren)'s health, social situation, morals, welfare, education, and economic environment.
- B. The right to reasonable telephone contact with the child(ren) when they are with the other parent.
- C. The right to participate in the selection of doctors, psychologists, psychiatrists, hospitals, and other health care providers for the child(ren).
- D. The right to authorize medical, surgical, hospital, dental, institutional, psychological and psychiatric care for the child(ren) and obtain a second opinion regarding medical conditions or treatment.
- E. The right to be notified in case of an injury to or illness of the child(ren).
- F. The right to be present with the child(ren) at medical, dental and other health-related examinations and treatments, including, but not limited to psychological and psychiatric care.
- G. The right to inspect and receive the child(ren)'s medical and dental records and the right to consult with any treating physician, dentist and/or other health care provider, including but not limited to psychologists and psychiatrists.
- H. The right to consult with school officials concerning the child(ren)'s welfare and educational status, and the right to inspect and receive the child(ren)'s student records to the extent permitted by law.
- I. The right to receive copies of all school reports, calendars of school events, notices of parent-teacher conferences, and school programs.
- J. The right to attend and participate in parent-teacher conferences, school trips, school programs, and other school activities in which parents are invited to participate.
- K. The right to attend and participate with the child(ren) in athletic programs and other extracurricular activities.
- L. The right to receive notice of the other parent's intention to relocate.

SECOND: ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES

A. General Responsibilities

Each parent shall take all measures necessary to foster respect and affection between the child(ren) and the other parent. Neither parent shall do anything that may estrange the child(ren) from the other parent, or impair the child(ren)'s high regard for the other parent.

B. Medical Responsibilities

A parent shall notify the other parent promptly if a child experiences a serious injury, has a serious or chronic illness, or receives treatment in an emergency room or hospital. A parent shall notify the other parent of the emergency, the child's status, locale, and any other pertinent information as soon as practical, but in any event within 24 hours.

FORM 17

The parents shall consult with each other about the child(ren)'s medical care needs and each shall immediately notify the other parent about all major non-emergency medical decisions before authorizing a course of treatment. Parents have a right to know the necessity for treatment, proposed cost, and proposed payment schedule. Each parent may also secure an independent evaluation at his/her expense to determine the necessity for treatment. If the parties cannot agree regarding a course of treatment, the Father's Mother's (select one) decision shall control. The parents shall provide the other with the names and telephone numbers of all health care providers for the child(ren).

C. Both parents have shared parenting of the child(ren) as specified in this Plan. Each parent, regardless of where an individual child is residing at a particular point in time, as specified in this Plan, is the "residential parent", "the residential parent and legal custodian", or the "custodial parent" of that child.

D. Parenting Time Schedule

Unless otherwise agreed, the parents shall have parenting time with the child(ren) according to the attached Parenting Time Schedule, which shows the times that the child(ren) shall be with each parent on weekdays, weekends, holidays, and vacation times.

(The Parenting Time Schedule must be attached to this Plan.)

E. School Designation

Father shall be designated as the residential parent for school attendance and enrollment purposes of the following child(ren): _____

Mother shall be designated as the residential parent for school attendance and enrollment purposes of the following child(ren): _____

In the event that a change in schools is being considered, after consultation with the other parent:

Father is authorized to change school placement of the following child(ren): _____

Mother is authorized to change school placement of the following child(ren): _____

Without a written agreement or court order, neither parent is authorized to change school placement of the following child(ren): _____

FORM 17

F. Other orders: _____

G. Public Benefits
Father shall be designated as the residential parent for receipt of public benefits purposes of the following child(ren): _____

Mother shall be designated as the residential parent for receipt of public benefits purposes of the following child(ren): _____

H. This designation of a particular parent as the residential parent for the purposes of determining the school attendance and enrollment of the child(ren) or the receipt of public benefits of the child(ren) does not affect the designation of each parent as the “residential parent,” “residential parent and legal custodian,” or the “custodial parent of the child(ren)”.

I. Transportation (select one):
 Each parent shall be responsible for providing transportation for the child(ren) at the beginning of his/her parenting period. Each parent shall be responsible for providing transportation for the child(ren) to and from school and activities during his/her parenting period.

 We agree to the following arrangements for providing transportation for our child(ren) at the beginning, during, or end of a parenting period: _____

J. Current Address and Telephone Number
Father’s current home address and telephone number, including cellular telephone number:

Mother’s current home address and telephone number, including cellular telephone number:

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K. Relocation Notice

Pursuant to section 3109.051(G) of the Revised Code:

If either of the residential parents intends to move to a residence other than the residence specified in the court order, the parent shall file a notice of intent to relocate with this Court. Except as provided in divisions (G)(2), (3), and (4) of section 3109.051 of the Revised Code, the Court shall send a copy of the notice to the other parent. Upon receipt of the notice, the Court, on its own motion or the motion of the nonmoving parent, may schedule a hearing with notice to both parents to determine whether it is in the best interests of the child(ren) to revise the parenting time schedule for the child(ren).

Each residential parent shall inform in writing the Court and the other parent of changes in address and telephone, including cellular telephone number, unless otherwise provided by court order.

The relocation notice must be filed with the Court granting the allocation of parental rights and responsibilities (name and address of Court): _____

L. Records Access Notice

Pursuant to sections 3109.051(H) and 3319.321(B)(5)(a) of the Revised Code:

Subject to sections 3125.16 and 3319.321(F) of the Revised Code, each parent is entitled to access to any record that is related to the child(ren), under the same terms and conditions as the other parent unless otherwise restricted. Any keeper of a record who knowingly fails to comply with any record order is in contempt of court.

Restrictions or limitations:

None

Restrictions or limitations to records access are as follows: _____

M. Day Care Access Notice

Pursuant to section 3109.051(I) of the Revised Code:

In accordance with section 5104.11 of the Revised Code, each parent is entitled to access to any day care center that is or will be attended by the child(ren) unless otherwise restricted.

Restrictions or limitations:

None

Restrictions or limitations to day care access are as follows: _____

FORM 17

N. School Activities Access Notice

Pursuant to section 3109.051(J) of the Revised Code:

Subject to section 3319.321(F), each parent is entitled to access to any student activity that is related to the child(ren) and to which the residential parent is legally provided access, under the same terms and conditions as the residential parent. Any school employee or official who knowingly fails to comply with this school activities access order is in contempt of court.

Restrictions or limitations:

None

Restrictions or limitations to school activities access are as follows: _____

THIRD: HEALTH INSURANCE COVERAGE.

As required by law, the parties have completed a Child Support Worksheet, which is attached to and incorporated in this Agreement.

Select one:

- A. Health Insurance Coverage Available to at Least One Parent
1. Private health insurance coverage is accessible and reasonable in cost through a group policy, contract, or plan to: Father Mother Both parents. Father Mother Both parents shall provide private health insurance coverage for the benefit of the child(ren).
 2. If both parents are ordered to provide private health insurance coverage for the benefit of the child(ren), Father's Mother's health insurance plan shall be considered the primary health insurance plan for the child(ren).
 3. The parent required to provide private health insurance coverage shall provide proof of insurance to the _____ County Child Support Enforcement Agency (CSEA) and the other parent.
 4. Both parents shall cooperate in the preparation of insurance forms to obtain reimbursement or payment of expenses, as applicable. A copy of medical bills must be submitted to the party holding the insurance and responsible for payment or the other parent within 30 days of receipt.
 5. Should the health insurance coverage be cancelled for any reason, the parent ordered to maintain insurance shall immediately notify the other parent and take immediate steps to obtain replacement coverage. Unless the cancellation was intentional, the uncovered expenses shall be paid as provided above. If the cancellation was intentionally caused by the parent ordered to maintain insurance coverage, that parent shall be responsible for all medical expenses that would have been covered had the insurance been in effect.

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B. Health Insurance Coverage Unavailable to Either Parent

1. Private health insurance coverage is **not** accessible and reasonable in cost through a group policy, contract, or plan to either parent.

2. If private health insurance coverage becomes available to either parent at reasonable cost, he/she will immediately obtain the insurance, notify the other parent and the _____ County CSEA, and submit to the other parent proof of insurance, insurance forms, and an insurance card. The CSEA shall determine whether the cost of the insurance is of sufficient amount to justify an administrative review of the amount of child support payable. In the event an administrative review is warranted, one shall be conducted.

C. Division of Uninsured Expenses

1. The cost of any uninsured medical expenses, incurred by or on behalf of the child(ren) not paid by a health insurance plan and exceeding \$100 per child per year, including co-payments and deductibles, shall be paid by the parents as follows:

_____ % by Father _____ % by Mother.

The first \$100 per child per year shall be paid by Mother for the following child(ren): _____

The first \$100 per child per year shall be paid by Father for the following child(ren): _____

Other orders regarding payment of uninsured medical expenses: _____

2. The parent incurring the expenses shall provide the other parent the original or copies of all medical bills, and Explanation of Benefits (EOB), if available, within 30 days of the date on the bill or EOB, whichever is later, absent extraordinary circumstances. The other parent shall, within 30 days of receipt of the bill, reimburse the parent incurring the expenses or pay directly to the health care provider that parent's percentage share of the bill as shown above.

D. Other Important Information about Medical Records and Expenses

1. Each party shall have access to all medical records of the child(ren) as provided by law.

2. The term "medical expense" or "medical records" shall include but not be limited to medical, dental, orthodontic, optical, surgical, hospital, major medical, psychological, psychiatric, outpatient, doctor, therapy, counseling, prosthetic, and/or all other expenses/records including preventative health care expenses/records related to the treatment of the human body and mind.

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FOURTH: CHILD SUPPORT

As required by law, the parties have completed a Child Support Worksheet, which is attached to and incorporated in this Agreement.

A. Child Support with Private Health Insurance Coverage

When private health insurance coverage is being provided for the child(ren), Father Mother, Obligor, shall pay child support in the amount of \$ _____ per child per month, for _____ (number) child(ren) for a total of \$ _____ per month.

B. Child Support without Private Health Insurance Coverage

When private health insurance coverage is **not** available for the benefit of the child(ren), Father Mother, the Obligor, shall pay child support in the amount of \$ _____ per child per month and \$ _____ per child per month as cash medical support. The total of child support and cash medical support for _____ (number) child(ren) is \$ _____ per month.

C. Child Support Payment

The child support payment (including cash medical support, if any) plus a 2% processing charge shall commence on _____ and shall be paid to the Ohio Child Support Payment Center, P. O. Box 182372, Columbus, Ohio 43218-2372, as administered through the _____ County Child Support Enforcement Agency (CSEA) by income withholding at Obligor's place of employment or from nonexempt funds on deposit at a financial institution.

D. Deviation of Child Support Amount

The child support amount agreed upon is different than the amount calculated on the attached Child Support Worksheet because the amount calculated on the Worksheet would be unjust or inappropriate and would not be in the best interests of the child(ren) for the following reason(s) as provided in R.C. 3119.22, 3119.23, 3119.24 and shall be adjusted as follows: _____

Special and unusual needs of the child(ren) as follows: _____

Extraordinary obligations for child(ren) or obligations for handicapped child(ren) who is/are not stepchild(ren) and who are not offspring from the marriage or relationship that is the basis of the immediate child support determination as follows: _____

Other court-ordered payments as follows: _____

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The Obligor obtained additional employment after a child support order was issued to support a second family as follows: _____

Extended parenting time or extraordinary costs associated with parenting time, provided that this division does not authorize and shall not be construed as authorizing any deviation from the schedule and the applicable worksheet, through the line establishing the actual annual obligation, or any escrowing, impoundment, or withholding of child support because of a denial of or interference with a right of parenting time granted by court order as follows: _____

The financial resources and the earning ability of the child(ren) as follows: _____

Disparity in income between parents or households as follows: _____

Benefits that either parent receives from remarriage or sharing living expenses with another person as follows: _____

The amount of federal, state, and local taxes actually paid or estimated to be paid by a parent or both of the parents as follows: _____

Significant, in-kind contributions from a parent, including, but not limited to, direct payment for lessons, sports equipment, schooling, or clothing as follows: _____

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The relative financial resources, other assets and resources, and needs of each parent as follows: _____

The standard of living and circumstances of each parent and the standard of living the child(ren) would have enjoyed had the marriage continued or had the parents been married as follows: _____

The physical and emotional condition and needs of the child(ren) as follows: _____

The need and capacity of the child(ren) for an education and the educational opportunities that would have been available to the child(ren) had the circumstances requiring a court order for support not arisen as follows: _____

The responsibility of each parent for the support of others as follows: _____

Any other relevant factor: _____

E. Duration of Child Support.

The child support order will terminate upon the child's 18th birthday unless one of the following circumstances applies:

- The child is mentally or physically disabled and incapable of supporting or maintaining himself or herself.
- The parents have agreed to continue child support beyond the date it would otherwise terminate, as set out below.
- The child continuously attends a recognized and accredited high school on a full-time basis so long as the child has not as yet reached the age of 19 years old. (Under these circumstances, child support will end at the time the child ceases to attend a recognized and accredited high school on a full-time basis or when he or she reaches the age of 19, whichever occurs first.)

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This Support Order will remain in effect during seasonal vacation periods until the order terminates. The parents agree that child support will extend beyond the time when it would otherwise end. The terms and conditions of that agreement are as follows: _____

The parents have (a) child(ren) who is/are mentally or physically disabled and incapable of supporting or maintaining themselves. The name of the child(ren) and the nature of the mental or physical disability are as follows: _____

F. Important Child Support Orders and Information

Obligee must immediately notify and Obligor may notify the CSEA of any reason for which the support order should terminate. A willful failure to notify the CSEA as required is contempt of court. The following are reasons for termination of the Order:

- Child's attainment of the age of majority if the child no longer attends an accredited high school on a full-time basis and the support order does not provide for the duty of support to continue past the age of majority
- Child stops attending an accredited high school on a full-time basis after attaining the age of majority
- Child's death
- Child's marriage
- Child's emancipation
- Child's enlistment in the Armed Services
- Child's deportation
- Change of legal custody of the child

All support payments must be made through the CSEA or the office of child support in the Ohio Department of Job and Family Services (Child Support Payment Central). Any payment of money not made through the CSEA will be presumed to be a gift, unless the payment is made to discharge an obligation other than support.

All support under this Order shall be withheld or deducted from the income or assets of the Obligor pursuant to a withholding or deduction notice or appropriate order issued in accordance with Chapters 3119., 3121., 3123., and 3125. of the Revised Code or a withdrawal directive issued pursuant to sections 3123.24 to 3123.38 of the Revised Code and shall be forwarded to the Obligee in accordance with Chapters 3119., 3121., 3123., and 3125. of the Revised Code.

The Obligor and/or Obligee required under this Order to provide private health insurance coverage

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for the child(ren) is also required to provide the other party within 30 days after the issuance of the Order, the following:

- Information regarding the benefits, limitations, and exclusions of the health insurance coverage
- Copies of any insurance form necessary to receive reimbursement, payment, or other benefits under the coverage
- A copy of any necessary health insurance cards

The Health Plan Administrator that provides the private health insurance coverage for the child(ren) may continue making payment for medical, optical, hospital, dental, or prescription services directly to any health care provider in accordance with the applicable private health insurance policy, contract, or plan.

The Obligor and/or Obligee required to provide private health insurance for the child(ren) must designate said child(ren) as dependents under any private health insurance policy, contract, or plan for which the person contracts.

The employer of the person required to provide private health insurance coverage is required to release to the other parent, any person subject to an order issued under section 3109.19 of the Revised Code, or the CSEA, upon written request, any necessary information regarding health insurance coverage, including the name and address of the health plan administrator and any policy, contract, or plan number, and the employer will otherwise comply with all orders and notices issued.

If the person required to obtain private health insurance coverage for the child(ren) subject to this Support Order obtains new employment, the agency shall comply with the requirements of section 3119.34 of the Revised Code, which may result in the issuance of a notice requiring the new employer to take whatever action is necessary to enroll the child(ren) in private health insurance coverage provided by the new employer.

Upon receipt of notice by the CSEA that private health insurance coverage is not available at a reasonable cost, cash medical support shall be paid in the amount as determined by the child support computation worksheets in section 3119.022 or 3119.023 of the Revised Code, as applicable. The CSEA may change the financial obligations of the parties to pay child support in accordance with the terms of the court or administrative order and cash medical support without a hearing or additional notice to the parties.

An Obligor that is in arrears in his/her child support obligation is subject to having any federal, state and/or local income tax refund to which the Obligor may be entitled forwarded to the CSEA for payment toward these arrears. Such refunds will continue to be forwarded to the CSEA for payment until all arrears owed are paid in full. If the Obligor is married and files a joint tax return, the Obligor's spouse may contact the CSEA about filing an "Injured Spouse" claim after the Obligor is notified by the Internal Revenue Service that his/her refund is being forwarded to the CSEA.

FORM 17

Pursuant to section 3121.29 of the Revised Code, the parties are notified as follows:

EACH PARTY TO THIS SUPPORT ORDER MUST NOTIFY THE CHILD SUPPORT AGENCY IN WRITING OF HIS OR HER CURRENT MAILING ADDRESS, CURRENT RESIDENCE ADDRESS, CURRENT RESIDENCE TELEPHONE NUMBER, CURRENT DRIVER'S LICENSE NUMBER AND OF ANY CHANGES IN THAT INFORMATION. EACH PARTY MUST NOTIFY THE AGENCY OF ALL CHANGES UNTIL FURTHER NOTICE FROM THE COURT. IF YOU ARE THE OBLIGOR UNDER A CHILD SUPPORT ORDER AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY BE FINED UP TO \$50.00 FOR A FIRST OFFENSE, \$100.00 FOR A SECOND OFFENSE, AND \$500.00 FOR EACH SUBSEQUENT OFFENSE. IF YOU ARE AN OBLIGOR OR OBLIGEE UNDER ANY SUPPORT ORDER AND YOU WILLFULLY FAIL TO MAKE THE REQUIRED NOTIFICATIONS YOU MAY BE SUBJECTED TO FINES OF UP TO \$1,000.00 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS.

IF YOU ARE AN OBLIGOR AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT ACTIONS AGAINST YOU: IMPOSITION OF LIENS AGAINST YOUR PROPERTY; LOSS OF YOUR PROFESSIONAL OR OCCUPATIONAL LICENSE, DRIVER'S LICENSE, OR RECREATIONAL LICENSE; WITHHOLDING FROM YOUR INCOME; ACCESS RESTRICTIONS AND DEDUCTIONS FROM YOUR ACCOUNTS IN FINANCIAL INSTITUTIONS; AND ANY OTHER ACTION PERMITTED BY LAW TO OBTAIN MONEY FROM YOU AND TO SATISFY YOUR SUPPORT OBLIGATION.

G. Payment shall be made in accordance with Chapter 3121. of the Revised Code.

H. Arrearage

Any temporary child support arrearage will survive this judgment entry.

Any temporary child support arrearage will not survive this judgment entry.

Other: _____

FIFTH: TAX EXEMPTIONS

Income tax dependency exemptions (check all that apply):

A. The Father shall be entitled to claim the following minor child(ren) for all tax purposes for

even-numbered tax years odd-numbered tax years all eligible tax years, so long as he is substantially current in any child support he is required to pay as of December 31 of the tax year in question: _____

The Mother shall be entitled to claim the following minor child(ren) for all tax purposes for

even-numbered tax years odd-numbered tax years all eligible tax years, so long as she is substantially current in any child support she is required to pay as of December 31 of the tax year

FORM 17

in question: _____

B. Other orders regarding tax exemptions (specify): _____

If a non-residential parent is entitled to claim the child(ren), the residential parent is required to execute and deliver Internal Revenue Service Form 8332, or its successor, together with any other required forms as set out in section 152 of the Internal Revenue Code, as amended, on or before February 15th of the year following the tax year in question, to allow the non-residential parent to claim the child(ren).

SIXTH: MODIFICATION

This Shared Parenting Plan may be modified by agreement of the parties or by the Court.

SEVENTH: OTHER

Upon approval by the Court, this Shared Parenting Plan shall be incorporated in the Judgment Entry.

Your Signature (Father)

Your Signature (Mother)

Date

Date

Below are some samples of common parenting time schedules. Feel free to use them if the schedules fit what you want. Feel free to change the schedules to meet your family's needs. You may also consult: Planning for Parenting Time Guide: Ohio's Guide for Parents Living Apart available at <http://www.supremecourt.ohio.gov/Publications/JCS/parentingGuide.pdf>.

SAMPLE PARENTING TIME SCHEDULE – (PRIMARY RESIDENTIAL PARENT/STANDARD VISITATION)

I. RESIDENCE OF THE CHILDREN

The children, XXXXXX and XXXXXX, shall reside primarily with the (Mother or Father) during the school year. The (Mother's or Father's) home is designated as the residence for purposes of school. The (Mother or Father) shall have time with the minor child(ren) to be no less than the Court's standard orders of visitation.

II. INTERACTION WITH CO-PARENT - HOLIDAYS AND VACATIONS

All major holidays shall be divided between the parties alternating each holiday and each child's birthday each year or dividing the day, the Father shall be entitled to Father's Day and the Mother shall be entitled to Mother's Day. Additionally, each of the parties is entitled to an uninterrupted two weeks vacation which may be taken together or divided and each party is required to give two weeks advance notice of intent to exercise this extended vacation provision. Transportation for holidays and vacations shall be the responsibility of the exercising parent, except that, should either party move more than 30 miles away from XXXXXX, the (Mother or Father) shall pick the children up for visitation and the (Mother or Father) shall pick the children up for the return.

SAMPLE PARENTING TIME SCHEDULE – CHILDREN ARE BACK AND FORTH)

I. RESIDENCE OF THE CHILDREN

The children, XXXXXX and XXXXXX, shall reside primarily with the both parents during the

school year. The (Mother's or Father's) home is designated as the residence for purposes of school. Because the children are old enough to travel between the homes freely, the parents live within the same school district and are close to each other, the children shall stay with each parent as mutually agreed.

During the summer, each parent shall have the children half of the summer.

II. INTERACTION WITH CO-PARENT - HOLIDAYS AND VACATIONS

All major holidays shall be divided between the parties alternating each holiday and each child's birthday each year or dividing the day, the Father shall be entitled to Father's Day and the Mother shall be entitled to Mother's Day, and the parties specifically agree to share Christmas Day by the (Mother or Father) having the children until 2 pm on Christmas Day and the (Mother or Father) having the minor children from 2 pm until 8 pm. The parties also intend to work out holiday arrangements so that both sets of grandparents may see the children. Additionally, each of the parties is entitled to an uninterrupted two weeks vacation which may be taken together or divided and each party is required to give two weeks advance notice of intent to exercise this extended vacation provision. Transportation for holidays and vacations shall be the responsibility of the exercising parent, except that, should either party move more than 30 miles away from XXXX, the (Mother or Father) shall pick the children up for visitation and the (Mother or Father) shall pick the children up for the return.

A SAMPLE PARENTING TIME SCHEDULE - SUMMER / SCHOOL SPLIT

I. RESIDENCE OF THE CHILDREN

The children, XXXXXX and XXXXXX, shall reside primarily with the (Mother or Father) during the school year. The (Mother's or Father's) home is designated as the residence for purposes of school. The (Father or Mother) shall have in addition to the standard orders of visitation, extended time with the children while they reside with the (Father or Mother). This extended time shall include an extra evening a week from 4 to 8:30 pm and an option to have the children on alternate weekends from

Saturday at 3 pm until Sunday at 3 pm.

During the summer, defined as 2 days after school ends until 5 days before school begins, the minor children will reside with the (Father or Mother) and the (Father or Mother) shall have visitation rights with the minor children identical to the visitation rights afforded the (Father or Mother) when the minor children were in the primary care of the Defendant.

II. INTERACTION WITH CO-PARENT - HOLIDAYS AND VACATIONS

All major holidays shall be divided between the parties alternating each holiday and each child's birthday each year or dividing the day, the (Father or Mother) shall be entitled to Father's Day and the (Father or Mother) shall be entitled to Mother's Day, and the parties specifically agree to share Christmas Day by the (Father or Mother) having the children until 2 pm on Christmas Day and the (Father or Mother) having the minor children from 2 pm until 8 pm. The parties also intend to work out holiday arrangements so that both sets of grandparents may see the children. Additionally, each of the parties is entitled to an uninterrupted two weeks vacation which may be taken together or divided and each party is required to give two weeks advance notice of intent to exercise this extended vacation provision. Transportation for holidays and vacations shall be the responsibility of the exercising parent, except that, should either party move more than 30 miles away from Marietta, the (Father or Mother) shall pick the children up for visitation and the (Father or Mother) shall pick the children up for the return.

A SAMPLE PARENTING TIME SCHEDULE – (CHILDREN SHIFT WEEK TO WEEK)

I. RESIDENCE OF THE CHILDREN

The children, XXXXXX and XXXXXX, shall reside primarily with the both parents. The parents shall share the children by alternating weeks with exchanges occurring on Sundays at 6 pm. The (Mother's or Father's) home is designated as the residence for purposes of

school.

During the summer, each parent shall have the children half of the summer.

II. INTERACTION WITH CO-PARENT - HOLIDAYS AND VACATIONS

All major holidays shall be divided between the parties alternating each holiday and each child's birthday each year or dividing the day, the Father shall be entitled to Father's Day and the Mother shall be entitled to Mother's Day, and the parties specifically agree to share Christmas Day by the (Mother or Father) having the children until 2 pm on Christmas Day and the (Mother or Father) having the minor children from 2 pm until 8 pm. The parties also intend to work out holiday arrangements so that both sets of grandparents may see the children. Additionally, each of the parties is entitled to an uninterrupted two weeks vacation which may be taken together or divided and each party is required to give two weeks advance notice of intent to exercise this extended vacation provision. Transportation for holidays and vacations shall be the responsibility of the exercising parent, except that, should either party move more than 30 miles away from Marietta, the (Mother or Father) shall pick the children up for visitation and the (Mother or Father) shall pick the children up for the return.

IN THE COURT OF COMMON PLEAS

Division
COUNTY, OHIO

IN THE MATTER OF:

A Minor

Plaintiff/Petitioner

:

Case No. _____

Street Address

:

Judge _____

City, State and Zip Code

:

vs./and

:

Magistrate _____

Defendant/Petitioner

:

Street Address

:

City, State and Zip Code

:

PARENTING JUDGMENT ENTRY

This case came before the Court on _____ for an Order allocating parental rights and responsibilities for the care of the following child(ren) (name and date of birth of each child):

Name of Child

Date of Birth

according to the Parenting Plan or Shared Parenting Plan attached.

The Court approves the Plan and incorporates it into this Judgment Entry.

A copy of this Judgment Entry shall be provided to the Child Support Enforcement Agency.

This Judgment Entry is effective on _____ .

Date

JUDGE

Your Signature (Father)

Your Signature (Mother)

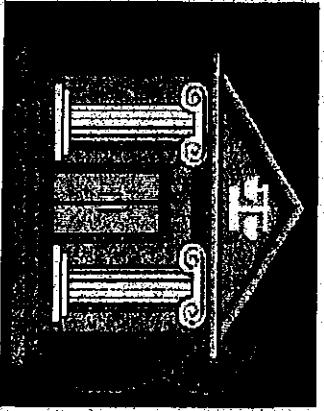
Attorney for Father

Attorney for Mother



REPRESENTING YOURSELF IN COURT

A CITIZENS GUIDE



Preparing Your Case

If you do decide to represent yourself, you need to manage all aspects of your case.

- ☑ **Familiarize yourself with the local court rules.** Rules and procedures vary slightly from court to court, and you need to know the rules that apply in the court that will hear your case. Obtain a copy of the local rules from your court.
- ☑ **Make sure your filings and documents conform to local standards.** Generic forms and sample filings are available in books and on the internet. However, these generic documents may not conform to the standards of the court that will hear your case. To make sure that your documents will be accepted, ask your court for forms and sample filings.

☑ **Respond to all inquiries on time.** During trial preparations, you may receive inquiries from the court or the opposing party. For example, the opposing party may be entitled to "discovery"—to learn about evidence or testimony you plan to introduce (you may be entitled to the same). If you fail to respond to such inquiries, you may limit your ability to present your case.

☑ **Rules about admissible evidence are complicated.** There are many possible reasons that evidence or testimony you think is relevant and important may not be admissible in court. Since questions about what evidence is admissible are legal questions that are often contested, neither court staff nor the judge may answer them ahead of time. This can be frustrating for non-attorneys: if your case will involve contested evidence, consider again whether you need an attorney.

☑ **Make sure evidence you plan to use will be acceptable and available in court.** If your case will involve evidence—documents, pictures, cost estimates, receipts, or other items—you must prepare it for court use. In particular, you must

- ♦ bring at least three copies of all documents (for the court, for the opposing party, and for yourself); and

- ♦ be able to verify that documents are what you say they are or contain accurate information.

☑ **Make sure any witnesses are prepared and available in court.** If your case will involve testimony from witnesses, you need to work with them before you and they appear in court. Make sure your witnesses know what you will ask, and instruct them to answer truthfully. And remember that your witnesses must be

- ♦ present at your trial (they may not, for example, prepare written statements or appear by telephone); and
- ♦ prepared to answer questions from the opposing party or his or her attorney.

When you decide to represent yourself, you take on full responsibility for your case. You need to handle legal questions as well as deadlines, documents, evidence, witnesses, and any other issues that may come up. Even a seemingly simple case can demand a lot of your time and attention.

In the Courtroom

At the trial or hearing itself, you need to present your case in its strongest way. Here are some simple tips:

☑ **Make a good impression.** Dress appropriately. Arrive on time with all your materials.

☑ **Respect the court.** Stand when the judge enters or leaves the courtroom and when you speak to the judge. Address the judge as "Your Honor."

☑ **Respect the opposing party.** Never argue with the opposing party in front of the judge. Use respectful terms of address.

☑ **Speak clearly and succinctly.** Be prepared to state your case in a few sentences. Listen carefully and answer questions directly.

☑ **Be prepared.** Courts are very busy. You want to present your case in the strongest way, but you also want to help the proceedings move efficiently. The better prepared you are, the better the case will go.

The Role of the Judge

Your case will be heard and decided by a judge (or a magistrate). Keep in mind that the role of the judge is to be an impartial referee in the dispute between you and the opposing party. Among other things, this means that

- The judge may not help you present your case.** Helping you—by pointing out possible mistakes or by letting you know what you need to do next—would be unfair to the opposing party. When you represent yourself, you take on the full responsibility of presenting your case.
- The judge may not speak with you about your case when the opposing party is not present.** This is true even if the issue you want to speak with the judge about seems like a simple procedural question. Again, such communications would be unfair to the opposing party.
- The judge will decide the case on the basis of the facts presented in court and the applicable law.** The judge may only consider the facts as they are presented in court, through evidence and testimony. You need to make sure that all facts supporting your case are properly presented. The judge also needs to follow the laws that apply. Sometimes the law dictates which facts the judge may and may not consider. You need to make sure that you present the facts that the law requires or permits.

Legal Advice

It is always a good idea to consult with an attorney and be represented by an attorney in court.

- The law is complex. Attorneys are trained professionals who understand the law and how it relates to your case.
 - Even matters that initially look simple may raise complicated issues.
 - Your interests will be best protected by a legal professional.
- Attorneys can be expensive, but consider this:**
- What might you lose if your case goes badly? Paying for an attorney may be a good investment.
 - Meet with several attorneys to discuss your case and their fees—don't let one consultation make up your mind.
 - You may qualify for legal aid or help from legal clinics or other programs—be sure to investigate the resources in your community.
- Ohio courts and judges will provide a fair hearing for your case whether or not you are represented by an attorney, and it is your right to represent yourself if you so choose.
- When you bring a case to court without the help of an attorney, you are taking on a complex task that is normally done by highly trained professionals. You may do yourself a disservice.

For help with finding an attorney, you might turn to your local bar association. Your local bar association is:

Asking Court Staff

Court staff may not give legal advice. You may have questions that court staff are not permitted to answer.

- Court staff may not**
 - × provide you with legal research;
 - × tell you what sorts of claims to file or what to put on forms;
 - × tell you what to say in court;
 - × give an opinion about how a judge is likely to decide your case;
 - × give you information that they would not give to the opposing party;
 - × tell you about a judge's decision before it is issued by the judge.
- Court staff may**
 - ✓ answer questions about how the court works;
 - ✓ explain terms used in the court process;
 - ✓ give you information from your case file;
 - ✓ provide you with court forms and sample filings and documents.

Court staff are there to help those who use the court. They can usually tell you *how* to do things, but may not advise you about *what* you ought to do. Please be courteous to staff and respect the limits on what they may do for you.

In addition to the forms in this packet, you may find additional forms and informational pamphlets to help you on the internet at the following website:

www.ohiolegalservices.org

Click on “For the Public”

Locate and click on the legal area that you would like to review – use the “search this site” box if you are not sure which area to review

You can also search this website to learn how to access the local legal services program for your area