

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

_____ : Case No. _____
PETITIONER-01 :
: JUDGE _____
: :
v. : **JUDGMENT ENTRY OF**
: **DISSOLUTION**
: (With Children)
: :
_____ :
PETITIONER-02 :
: :
: :

This cause came on for hearing on _____ and was duly heard before the Honorable _____, Judge of the Domestic Relations Division of the Court of Common Pleas Magistrate _____ to whom it was referred by the Honorable _____, Judge of the Domestic Relations Division of the Court of Common Pleas, upon the Petition of the parties and the evidence.

The Court finds that Petitioner-01 was Petitioner-02 was both parties were resident(s) of the State of Ohio for more than six months immediately preceding the filing of the Petition and venue is proper in this county.

The parties were married as alleged and there is/are ___ minor child(ren) of the marriage, to wit:

Full name and Date of Birth of each child:

The Court further finds that th Petition for Dissolution of Marriage was filed on _____, service was waived thereon pursuant to law and attached thereto was a Separation Agreement signed by the parties. A copy of the Separation Agreement is attached hereto as Exhibit A and incorporated herein as if fully rewritten.

The Court further finds, in open Court this date, the parties acknowledged that they were still in agreement as to the terms thereof and that there has been a full disclosure by each of the parties of all of his or her income, assets and liabilities. The Court further finds that the Separation Agreement is fair, just, and equitable.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the marriage contract heretofore existing between the parties is hereby dissolved and that the terms of the attached Separation Agreement are hereby ordered into execution.

DIVISION OF PROPERTY

The Court finds that the duration of the marriage is from _____ until _____.

Real Property

(Check one of the following two boxes)

The Court finds that neither party has an ownership or leasehold interest in any real property.

-OR-

The Court finds that one or both of the parties has/have an ownership or leasehold interest in real property located at _____.

(Check one of the following two boxes)

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Petitioner-01 Petitioner-02 is hereby awarded as division of property Petitioner-01's Petitioner-02's interest in the real property located at _____, the legal description of which is attached as Exhibit ____ and incorporated herein as if fully rewritten. Petitioner-01 Petitioner-02 is ordered to execute a Quit Claim Deed in favor of Petitioner-01 Petitioner-02 to said property within 14 days of the journalization of this order. Upon his/her failure to do so, this decree shall operate as a conveyance thereof, and the Clerk is directed to certify so much as is necessary of this decree to effectuate such conveyance to the county fiscal officer and county recorder.

-OR-

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Petitioner-01 Petitioner-02 shall retain sole leasehold interest in the rental property located at _____.
Petitioner-01 Petitioner-02 shall be solely responsible for all costs associated with the lease agreement for the property as of _____.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Petitioner-01 Petitioner-02 shall permanently vacate the real or rental property located at _____, _____ on before _____; thereafter Petitioner-01 Petitioner-02 shall have exclusive ownership and/or possession of the property, and shall indemnify and hold Petitioner-01 Petitioner-02 harmless from any financial liability therefor.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that

Retirement Assets

(Check one of the following two boxes)

The Court finds that neither Petitioner-01 nor Petitioner-02 has retirement assets earned during the marriage.

-OR-

The Court finds that the parties have the following retirement assets earned during the marriage:

Petitioner-01 _____ (name of party) is a Participant under the _____ (name of the plan) administered by _____ earned through employment with _____ (name of employer)

Petitioner-02 _____ (name of party) is a Participant under the
_____ (name of the plan) administered by
_____ earned through employment with
_____ (name of employer)

(Check one of the following two boxes)

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that each party shall retain any retirement assets they have earned during the marriage.

-OR-

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that any retirement assets earned during the marriage shall be divided as follows:

(Check the appropriate boxes below)

The Qualified Domestic Relations Order(s) (QDRO) or Division of Property Order(s) (DOPO) which effectuate(s) this provision is/are attached as Exhibit ____ and incorporated herein by reference.

-OR-

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any Qualified Domestic Relations Order (QDRO) or Division of Property Order (DOPO) necessary to implement these orders, not submitted at the time of final hearing pursuant to Local Rule 28(F)(1) of the Court of Common Pleas, Division of Domestic Relations, Cuyahoga County, Ohio, shall be prepared by Petitioner-01 Petitioner-02, by _____ (date).

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Court retains jurisdiction with respect to the QDRO or DOPO to the extent required to maintain its qualified status and the original intent of the parties. The Court also retains jurisdiction to enter further orders as are necessary to enforce the assignment of benefits to the non-participant as set forth herein, including the re-characterization thereof as a division of benefits under another plan, as applicable, or to make an award of spousal support, if applicable, in the event that the participant fails to comply with the provisions of this order.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the participant shall not take actions, affirmative or otherwise, that can circumvent the terms and provisions of the QDRO or DOPO, or that may diminish or extinguish the rights and entitlements of the non-participant.

SPOUSAL SUPPORT

(Check one of the following two boxes)

The Court finds, upon considering the factors set forth in Ohio Revised Code §3105.18(C)(1), that spousal support is neither appropriate nor reasonable.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that neither party shall pay spousal support to the other party. The Court shall not retain jurisdiction to modify this order.

-OR-

The Court finds, upon considering all of the factors set forth in Ohio Revised Code §3105.18(C)(1) and in particular those specified below, that it is appropriate and reasonable for Petitioner-01 Petitioner-02 to pay spousal support to Petitioner-01 Petitioner-02. The Court finds that the following factors support this award:

_____.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Petitioner-01 Petitioner-02 shall pay spousal support to Petitioner-01 Petitioner-02 in the sum of \$_____ per month, plus 2% processing charge, for a term of _____, commencing _____. The Court shall shall not retain jurisdiction to modify this order. Pursuant to Ohio Revised Code §3105.18(B), all payments shall terminate upon the death of either party or _____.

ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES

(Check only one of the following boxes)

The Court shall not modify and/or enforce parenting orders on behalf of any parent who has not completed a court-approved parenting education program.

Shared Parenting

(Do not check this box unless you have a Shared Parenting Plan signed by both parties attached)

The Court finds that the parents have agreed to a Shared Parenting Plan and either filed the Plan timely or waive the requirement for filing said Plan 30 days in advance of the hearing, or alternatively, that at least one parent has filed a Shared Parenting Plan 30 days prior to the hearing. The Court determines said Plan to be in the best interest of the minor child(ren).

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that this Judgment Entry shall constitute an **ORDER FOR SHARED PARENTING**, and the parties shall share the rights and responsibilities for the care of the child(ren) in accordance with the approved Shared Parenting Plan, attached as Exhibit _____, which is adopted and incorporated herein.

-OR-

Sole Residential Parent and Legal Custodian

The Court finds that it is in the best interest of the minor child(ren) that Petitioner-01 Petitioner-02 be designated residential parent and legal custodian. In determining the best interest of the child(ren) in allocating parental rights and responsibilities, the Court has considered all relevant factors, including but not limited to, the factors set forth in Ohio Revised Code §3109.04(F).

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that parental rights and responsibilities are allocated primarily to Petitioner-01 Petitioner-02 who is hereby designated the residential parent and legal custodian of the minor child(ren). The parent who is not the residential parent shall have parenting time in accordance with the schedule this Court’s Parenting Time Guidelines attached as Exhibit _____ and incorporated by reference.

Residential Addresses of Parents

The residence address of each parent is:

Petitioner-01: _____

Petitioner-02: _____

Notice of Intent to Relocate

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each parent shall file a notice of intent to relocate if he/she intends to move to a residence other than the one specified in this order. The Notice of Intent to Relocate shall be filed on or before 60 days from the date of the intended move, or within 10 days after the relocating parent knew or should have known of the move if the relocating parent cannot satisfy the 60 day requirement. A copy of any such notice filed with the Court shall be sent to the non-relocating party unless the box below is checked.

Pursuant to a determination made under Ohio Revised Code §3109.051(G)(1) and subject to further order of the Court Petitioner-01 Petitioner-02 shall not be sent a copy of any relocation filed with the Court.

FEDERAL INCOME TAX

The Court finds upon considering Ohio Revised Code §3119.82, the parent(s) set forth below is/are entitled to claim the child(ren) who is/are the subject of this order as dependents for federal income tax purposes.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the following person(s) shall claim the child(ren) who is/are the subject of this order as dependents for federal income tax purposes:

- Petitioner-01
- Petitioner-02
- Both Petitioner-01 and Petitioner-02 according to the following terms:

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties shall take whatever action is necessary, pursuant to the Internal Revenue Code to enable the parent who has been awarded the right to claim the children for federal income tax purposes in accordance with this order. Failure of a party to comply with the order may be considered contempt of court.

PRIVATE EDUCATION AND OTHER EXPENSES

Petitioner-01 shall pay the following expenses on behalf of the children:

Petitioner-02 shall pay the following expenses on behalf of the children:

CHILD(REN)'S HEALTH CARE

Extraordinary Medical Expenses

The Court finds that pursuant to Ohio Revised Code §3119.30(A), both parents are liable for the health care expenses of the child(ren) who is/are not covered by private health insurance.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Petitioner-01 pay ___% and the Petitioner-02 pay ___% of the extraordinary medical expenses of the child(ren).

Extraordinary medical expenses are any uninsured medical expenses incurred for a child during a calendar year that exceed the total cash medical support amount owed by the parents during that year, including orthodontia, dental, optical and psychological services.

Cash medical support means an amount paid in a child support order toward the ordinary medical expenses incurred during a calendar year. Ordinary medical expenses include copayments and deductibles, and uninsured medical-related costs for the children of the order. Each parent’s annual cash medical support obligation is found on Line 23b of the Sole/Shared Parenting Child Support Computation Worksheet and the Split Parenting Child Support Computation Worksheet.

The parent who receives a medical bill, and/or an Explanation of Benefits (EOB), or who incurs a medical expense, shall provide the other parent the original or a copy of the bill, and/or EOB, if available, within 30 days of the date on the bill or EOB, or a receipt, absent extraordinary circumstances. The other parent shall 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.

The following parent shall be reimbursed by the health plan administrator(s) for covered out-of-pocket medical, optical, hospital, dental or prescription expenses paid for the child(ren) subject to this order:

Name of party _____
Address _____
Telephone number _____

Private Health Insurance
(Check one of the following two boxes)

The Court finds that neither parent has accessible private health insurance available at a reasonable cost to cover the minor children at the time of the issuance of this order.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that if private health insurance coverage for the children named above becomes available at a reasonable cost to the child support obligee, the child support obligee shall obtain private health insurance coverage for the child(ren) not later than 30 days after it becomes available to the child support obligee at a reasonable cost, and shall inform the Cuyahoga Job and Family Services - Office of Child Support Services (CJFS-OCSS) when private health insurance coverage for the children has been obtained.

If private health insurance becomes available to the obligor at a reasonable cost, the obligor shall inform the child support enforcement agency and may seek a modification of health insurance coverage from the court with respect to a court child support order.

-OR-

The Court finds that Petitioner-01 has Petitioner-02 has both parents have private health insurance available to cover the child(ren) through a group policy, contract or plan, which is accessible because:

(Check one of the following three boxes)

Primary care services are within 30 miles of the child's residence.

The Court permits primary care service farther than 30 miles of the child's residence because residents in the geographic area customarily travel farther distances.

Primary care services are accessible by public transportation because public transportation is the obligee's only source of transportation.

(If one of the above boxes is checked, check one of the following two boxes)

The Court further finds that the cost (*total out-of-pocket cost for family coverage*) of the private health insurance available to Petitioner-01 Petitioner-02 **does not exceed** that parent's Health Insurance Maximum.

(Check box if applicable)

The Court further finds that it is not in the best interest of the child(ren) for the parties to obtain or maintain the private health insurance coverage that does not exceed the parties' respective health insurance maximum because

-OR-

The Court further finds that the cost (*total out-of-pocket cost for family coverage*) of the private health insurance available to Petitioner-01 and/or the Petitioner-02 **exceeds** that parent's Health Insurance Maximum.

The Court further finds that: *(If the above box is checked one of the following boxes must be checked)*

both parents agree that Petitioner-01 Petitioner-02 both parents shall obtain or maintain private health insurance the cost of which exceeds the Health Insurance Maximum for that parent.

Petitioner-01 Petitioner-02 has requested to obtain or maintain private health insurance the cost of which exceeds the Health Insurance Maximum for that parent.

it is in the best interest of the child(ren) for Petitioner-01 Petitioner-02 to obtain or maintain private health insurance the cost of which exceeds that parent's Health Insurance Maximum because

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Petitioner-01 is Petitioner-02 is both Petitioner-01 and Petitioner-02 are hereby designated as the health insurance obligor(s), and shall secure and maintain private health insurance for the child(ren) and shall hereafter be referred to as the health insurance obligor until further order of Court for the following reasons:

(Check one of the following five boxes)

The child support obligee is rebuttably presumed to be the appropriate parent to provide health insurance coverage for the child(ren).

The child support obligor already has health insurance coverage available for the child(ren) that is reasonable in cost.

The child support obligor already has health insurance coverage in place for the child(ren) that is not reasonable in cost, but the child support obligor wishes to be named the health insurance obligor and provide coverage.

The child support obligee is a non-parent individual or agency that has no duty to provide medical support.

Both parents wish to be named the health insurance obligor and already have health insurance coverage in place or have health insurance coverage available for the child(ren). Petitioner-01's Petitioner-02's health insurance plan shall be considered the primary health insurance plan for the child(ren).

Should health insurance coverage be cancelled for any reason, the parent ordered to maintain insurance shall immediately notify the other parent of the cancellation.

CHILD SUPPORT AND CASH MEDICAL SUPPORT

The Court finds that, for purposes of this order Petitioner-01 Petitioner-02 is the child support obligor (pays support) and Petitioner-01 Petitioner-02 is the child support obligee (receives support).

The following information is provided in accordance with §3105.72 and §3121.30 of the Ohio Revised Code:

SUPPORT OBLIGEE (receives support):

Name: _____
Social Security Number: xxx-xx-_____
(fill in last four digits)

SUPPORT OBLIGOR (pays support):

Name: _____
Social Security Number: xxx-xx-_____
(fill in last four digits)
Date of Birth: _____

The worksheet used to compute child support and cash medical support under Ohio Revised Code §3119.022 or §3119.023 is attached hereto as Exhibit _____.

Cuyahoga Administrative Support Order(s) Only

The Court finds that the parties have an administrative support order, case number P-_____, (SETS # _____) issued by the Cuyahoga Job and Family Services - Office of Child Support Services (CJFS-OCSS) (copy attached as Exhibit _____) that requires:

Petitioner-01 Petitioner-02 to pay child support in the amount of \$_____ per month when health insurance IS being provided by a parent and \$_____ per month plus cash

medical support in the amount of \$_____ when health insurance **IS NOT** being provided by a parent, plus 2% processing charge, for the support of the above-named child(ren). The Court finds it appropriate to adopt this order for the purpose of preserving and determining arrearage or overpayment accrued under the administrative order.

-OR-

Petitioner-01 Petitioner-02 to pay child support and cash medical support in the amount of \$_____ per month plus 2% processing charge, for the support of the above-named child(ren). The Court finds it appropriate to adopt this order for the purpose of preserving and determining arrearage or overpayment accrued under the administrative order.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the administrative order is hereby adopted, and any arrearage or overpayment accrued under the administrative order is hereby preserved. The CJFS-OCSS shall terminate any support withholding or deduction notice issued in case number P-_____. All support paid hereafter shall be under Cuyahoga County Domestic Relations case number _____. The child support obligor shall be given credit for any payments received under the administrative order.

Child Support Deviation

The Court finds that the **annual** child support obligation, as determined by the applicable worksheet, is \$_____ (*Line 22, Sole/Shared Parenting Child Support Computation Worksheet or Line 22, Split Parenting Child Support Computation Worksheet*). The **annual** cash medical support obligation, as determined by the applicable worksheet, is \$_____ (*Line 23b, Sole Shared Parenting Child Support Computation Worksheet or Line 23b, Split Parenting Child Support Computation Worksheet*)

Overnight Parenting Time

The Court finds pursuant to Ohio Revised Code §3119.231 there is extended court-ordered parenting time that:

- exceeds 90 overnights but is not more than 146 overnights (__ overnights).
 - A deviation is *not* granted.
 - The annual obligation would be unjust and inappropriate, and therefore, not in the best interest of the minor children. A deviation is granted for the following reasons:

-OR-

is equal to or exceeds 147 overnights (__ overnights). A deviation is granted *not* granted for the following reasons:

Other Deviation Factors

The Court finds that pursuant to Ohio Revised Code §3119.22, §3119.23 and/or §3119.24, the annual obligation would be unjust and inappropriate and therefore not in the best interest of the minor child(ren) for the following reason(s):

(Check all that apply)

- Special and unusual needs of the child or children, including needs arising from the physical or psychological condition of the child or children
- Other court ordered payments
- Extended parenting time or extraordinary costs associated with parenting time including extraordinary travel expenses when exchanging the child or children for parenting time
- Financial resources and the earning ability of the child or children
- Relative financial resources, including the disparity in income between parties or households, other assets, and the needs of each parent
- Obligee's income, if the obligee's annual income is equal to or less than one hundred per cent of the federal poverty level
- Benefits either parent receives from remarriage or sharing living expenses with another person
- Amount of federal, state, and local taxes actually paid or estimated to be paid by a parent or both parents
- Significant in-kind contributions from a parent, including, but not limited to, direct payment for lessons, sports equipment, schooling, or clothing
- Extraordinary work-related expenses incurred by either parent
- Standard of living and circumstances of each parent and the standard of living the child would have enjoyed had the marriage continued or had the parents been married
- Educational opportunities that would have been available to the child had the circumstances requiring a child support order not arisen
- The responsibility of each parent for the support of others, including support of a child or children with disabilities who are not subject to the support order
- Post-secondary educational expenses paid for by a parent for the parent's own child or children, regardless of whether the child or children are emancipated
- Costs incurred or reasonably anticipated to be incurred by the parents in compliance with court-ordered reunification efforts in child abuse, neglect, or dependency cases
- Extraordinary child care costs required for the child or children that exceed the maximum state-wide average cost estimate provided in division (O)(1)(d) of section 3119.05 of the Revised Code including extraordinary costs associated with caring for a child or children with specified physical, psychological, or education needs

Other relevant factors (specify): _____

Extraordinary circumstances associated with shared parenting (Only if Shared Parenting is ordered - check all that apply):

- Ability of each parent to maintain adequate housing for the children
- Each parent's expenses, including child care expenses, school tuition, medical expenses, dental expenses, and other expenses the court considers relevant
- Any other circumstances the court considers relevant (specify): _____

The child support order deviates downward upward from the annual obligation by \$ _____ or _____ %.

The cash medical support order deviates downward upward from the annual obligation by \$ _____ or _____ %.

Monthly Child/Cash Medical Support Obligation

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the child support obligor shall pay child support and cash medical support to the child support obligee, and/or his/her assignee(s), for the minor child(ren) named above in the following sum:

\$ _____ per month (\$ _____ per month per child) as child support plus
\$ _____ per month (\$ _____ per month per child) as cash medical support,
for a total of \$ _____ per month.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this order for child support and cash medical support is effective _____.

Duration and Termination of Child/Cash Medical Support

The duty of support shall continue until further order of Court or until the above-named child(ren) reach(es) age 18 or so long as the child(ren) continuously attend(s), on a full-time basis, any recognized and accredited high school, however, no later than age 19, or as otherwise provided in Ohio Revised Code §3119.86.

The residential parent and legal custodian of the child(ren) shall immediately notify, and the child support obligor may notify, the CJFS-OCSS of any reason for which the child support order should terminate, including but not limited to the child's death, marriage, emancipation (age 18 or high school completion/termination), enlistment in the Armed Services, deportation or change of legal custody. A willful failure to notify the CJFS-OCSS is contempt of court.

Temporary Support Arrearage/Overpayment

(Check one of the following two boxes)

The Court finds that there are no arrearages/overpayments under temporary support orders, including but not limited to: spousal support, child support or cash medical support, and uncovered health care expenses.

-OR-

The Court finds that as of _____ the temporary support arrearage overpayment is \$ _____. (Amount *MUST* be provided) This sum includes all sums ordered under temporary support orders, including but not limited to: spousal support, child support or cash medical support, and uncovered health care expenses.

(If an arrearage finding is made, check one of the following two boxes)

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the support obligor shall pay an additional \$ _____ per month toward the existing temporary support arrearage.

-OR-

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that judgment is rendered in the amount of \$ _____ as and for temporary support arrears in favor of Petitioner-01 Petitioner-02 and against Petitioner-01 Petitioner-02 upon which execution may issue.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any claims of CCJFS-OCSS for any assigned temporary support arrearage or unpaid processing charges are hereby preserved.

Monthly Payment of Support

The support obligor shall pay \$ _____ per month, plus 2% processing charge. This amount includes all applicable child support, spousal support, cash medical support, and payment toward arrearage.

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

Payments shall be made in the manner ordered by the Court. If payments are to be made other than on a monthly basis, the required monthly administration by the CJFS-OCSS does not affect the frequency or the amount of the support payments to be made under the order.

All support shall be paid through Ohio Child Support Payment Central (OCSPC), P.O. Box 182372, Columbus, Ohio 43218-2372. Any payments not made through OCSPC shall not be considered as payment of support. Checks or money orders shall be made payable to "OCSPC". Cash payments to OCSPC may be made at the Cuyahoga County Treasurer, Cashier's Department, Cuyahoga County Administrative Headquarters, 2079 East 9th Street – 1st Floor, Cleveland, Ohio 44115. All payments shall include the following: Obligor's name, Social Security Number, SETS case number and Domestic Relations Court case number. **If there is to be a withholding/deduction order, the support obligor shall make payments directly to OCSPC until the income source/financial institution begins withholding/deducting in the appropriate amount.**

Method to Secure Support Payments

(Check one of the following three boxes)

The Court finds that the support obligor receives income from an income source or has nonexempt funds on deposit in an account at a financial institution.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that a withholding or deduction notice shall issue to:

INCOME SOURCE/
FINANCIAL INSTITUTION: _____
ADDRESS: _____

If withholding from a financial account, the support obligor shall immediately notify the CJFS-OCSS of the number and description of the account from which support shall be deducted, and the name, branch, business address and routing number of the financial institution if not set forth above.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the support obligor immediately notify the CJFS-OCSS, in writing, of any change in employment (including self-employment), receipt of additional income/monies or termination of benefits. The support obligor shall include a description of the nature of the employment and the name, business address and telephone number of any employer. The support obligor shall immediately notify the CJFS-OCSS of any change in the status of an account from which support is being deducted or the opening of a new account with any financial institution.

The Court finds that the support obligor has no attachable income source and has the ability to post a cash bond.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the support obligor post a cash bond in the amount of \$ _____ with the Clerk of the Common Pleas Court within 30 days.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the support obligor shall immediately notify the CJFS-OCSS, in writing, if the support obligor begins to receive income from a payor. The notice shall include a description of the nature of any new employment, and the name, business address and telephone number of any new employer.

When the support obligor begins to receive income from a payor, he/she may request that the Court cancel its bond order and instead issue a notice requiring the withholding of an amount from income for support in accordance with Ohio Revised Code § 3121.03(A).

When the support obligor begins to receive income from a payor, the Court will collect on the bond if the Court determines that payments due under this support order have not been made and that the amount that has not been paid is at least equal to the support owed for one month under this support order. The Court shall issue a notice requiring the withholding of an amount from the support obligor's income for support in accordance with Ohio Revised Code § 3121.03(A).

The Court finds that the support obligor has no attachable income and has no assets to post a bond.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the support obligor shall seek employment, if able to engage in employment, and shall immediately notify the CJFS-OCSS, in writing, upon commencement or change of employment (including self-employment), receipt of additional income/monies, obtaining ownership of asset of value of \$500.00 or more, receipt or termination of benefits or the opening of an account at a financial institution. The support obligor shall include a description of the nature of the employment and the name, business address and telephone number of any employer. The support obligor shall immediately notify the CJFS-OCSS of any change in the status of an account from which support is being deducted or the opening of a new account with any financial institution.

NOTICES AND GENERAL INFORMATION

The health insurance obligor(s) shall provide private health insurance and shall designate the child(ren) subject to this order as (a) covered dependent(s) under the private health insurance policy, contract or plan.

The parent(s) ordered to provide private health insurance for the child(ren), pursuant to Ohio Revised Code §3119.30, shall no later than 30 days after the issuance of the order supply the other parent with information regarding the benefits, limitations and exclusions of the health insurance coverage, copies of any insurance forms necessary to receive reimbursement, payment or other benefits under the health insurance coverage and a copy of any necessary insurance cards.

The health plan administrator(s) of the health insurance obligor(s) may continue making payments 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 employer(s) of the health insurance obligor(s) is/are required to release to the other parent, any person subject to an order issued under §3109.19 of the Ohio Revised Code, or the CJFS-OCSS, on written request, any necessary information on the private health insurance coverage, including the name and address of the health plan administrator and any policy, contract or plan number, and to otherwise comply with Ohio Revised Code §3119.32 and any order or notice issued under this section.

If the person(s) required to obtain private health insurance coverage for the child(ren) subject to this child support order obtain(s) new employment, the CJFS-OCSS shall comply with the requirements of §3119.34 of the Ohio 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.

The child support obligor and the child support obligee shall comply with the request of the CJFS-OCSS in advance of an administrative review of a support order to provide the following: copy of federal income tax return from the previous year, copy of all pay stubs within the preceding 6 months, copy of all other records evidencing the receipt of any other salary, wages or compensation within the preceding 6 months and, if the child support obligor is a member of the uniformed services and on active military duty, a copy of the child support obligor's Internal Revenue Service Form W-2, "Wage and Tax Statement," and a copy of a statement detailing the child support obligor's earnings and leave with the uniformed services. The child support obligor and the child support obligee shall also provide a list of available group health insurance and health care policies, contracts and plans and their costs, the current health insurance or health care policy, contract or plan under which the child support obligee and/or obligor is/are enrolled and their costs, including any Tricare program offered by the United States Department of Defense available to the child support obligee, and any other information necessary to properly review the child support order.

Upon receipt of notice by the CJFS-OCSS 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 worksheet in §3119.022 or §3119.023 of the Ohio Revised Code, as applicable. The CJFS-OCSS may change the financial obligations of the parties to pay child support in accordance with the terms of the Court order and cash medical support without a hearing or additional notice to the parties.

EACH PARTY TO THIS SUPPORT ORDER MUST NOTIFY THE CHILD SUPPORT ENFORCEMENT 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 OR AGENCY, WHICHEVER ISSUED THE SUPPORT ORDER.

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 FOR A FIRST OFFENSE, \$100 FOR A SECOND OFFENSE, AND \$500 FOR EACH SUBSEQUENT OFFENSE. IF YOU ARE AN OBLIGOR OR OBLIGEE UNDER ANY SUPPORT ORDER ISSUED BY A COURT AND YOU WILLFULLY FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE SUBJECTED TO FINES UP TO \$1,000 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS.

IF YOU ARE AN OBLIGOR OR OBLIGEE AND YOU FAIL TO GIVE THE REQUIRED NOTICES TO THE CHILD SUPPORT ENFORCEMENT AGENCY. YOU MAY NOT RECEIVE NOTICE OF THE CHANGES AND REQUESTS TO CHANGE THE CHILD SUPPORT AMOUNT. HEALTH CARE PROVISIONS. OR TERMINATION OF THE CHILD SUPPORT ORDER. IF YOU ARE AN OBLIGOR AND YOU FAIL TO GIVE THE REQUIRED NOTICES, 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, DRIVERS LICENSE, OR RECREATIONAL LICENSE; WITHHOLDING FROM YOUR INCOME; ACCESS RESTRICTION AND DEDUCTION FROM YOUR ACCOUNTS IN FINANCIAL INSTITUTIONS; AND ANY OTHER ACTION PERMITTED BY LAW TO OBTAIN MONEY FROM YOU TO SATISFY YOUR SUPPORT OBLIGATION.

Failure to comply with this support order can result in a contempt action; and, as provided in Ohio Revised Code §2705.05, the penalty for which may be imprisonment for not more than 30 days in jail and/or fine of not more than \$250.00 for a first offense, not more than 60 days in jail and/or fine of not more than \$500.00 for a second offense, and not more than 90 days in jail and/or not more than \$1,000.00 fine for a third or subsequent offense.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Petitioner-01 Petitioner-02 pay to Petitioner-01 Petitioner-02, as additional spousal support or property division, the expenses for his/her attorney fees in the sum of \$ _____, for which judgment is rendered and execution may issue.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Petitioner-01 Petitioner-02 (DOB: _____) be and is hereby restored to his/her former name of _____.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all restraining orders previously issued by this Court are hereby dissolved and set aside.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the costs of this proceeding shall be paid by: *(Check one of the following boxes.)*

- Petitioner-01
- Petitioner-02
- Both Petitioner-01 and Petitioner-02 equally
- _____

IT IS SO ORDERED.

JUDGE

MAGISTRATE

PETITIONER-01

PETITIONER-02

ATTORNEY FOR PETITIONER-01

ATTORNEY FOR PETITIONER-02

INSTRUCTIONS FOR SERVICE

TO THE CLERK:

PURSUANT TO CIVIL RULE 58(B), WITHIN THREE (3) DAYS OF THE FILING OF THIS JUDGMENT ENTRY, THE CLERK IS DIRECTED TO SERVE NOTICE OF THE FILING OF THIS JUDGMENT ENTRY, THE DATE OF ENTRY UPON THE JOURNAL, AND COPIES OF THE JUDGMENT ENTRY UPON THE FOLLOWING PARTIES AND COUNSEL BY U.S. MAIL AND/OR ELECTRONIC MEANS, IF AVAILABLE:

PETITIONER-01: _____
ADDRESS: _____
EMAIL: _____

COUNSEL FOR PETITIONER-01: _____
ADDRESS: _____
EMAIL: _____

PETITIONER-02: _____
ADDRESS: _____
EMAIL: _____

COUNSEL FOR PETITIONER-02: _____
ADDRESS: _____
EMAIL: _____

THE CLERK IS FURTHER DIRECTED TO NOTE UPON THE DOCKET THE DATE OF SERVICE, THE JUDGMENT ENTRY SERVED, THE NAME AND ADDRESS OF THE PARTY SERVED, THE METHOD OF SERVICE, AND THE COSTS ASSOCIATED WITH THIS SERVICE.

PARENTING TIME GUIDELINES FOR THE NON-RESIDENTIAL PARENT

The Domestic Relations Court has developed these parenting time schedules for the purpose of assisting divorcing parents in formulating schedules that work best for their family.

Children require continued and regular involvement of both parents despite the termination of their parents' marriage. Children who "do best" after divorce are those whose parents are able to maintain a low level of conflict. The absence of conflict is just as important for children's normal and healthy development as the amount of time they spend with each parent.

These parenting time schedules were developed to provide children with continuing contact with both parents while being sensitive to the children's ages and developmental needs. These schedules may not be appropriate for all families.

The best parenting time schedule for the children is one that the parents create together which fulfills the unique needs of the children and the parents.

Parenting time for all children will take place according to the age of the oldest child when there are children in different age categories.

Specific parenting provisions in a journal entry take precedence over these provisions.

After implementation of a parenting schedule, a parent's move will not automatically modify the schedule.

This Order is effective beginning _____.

A. Local (parents live within 45 miles of each other)

1. Birth until age 3

The non-residential parent shall have parenting time three times a week throughout the year, twice for 3 to 6 hours, and once overnight. If the parents cannot agree, parenting time shall take place every Monday and Wednesday, from 5:00 p.m. until 8:00 p.m. and overnight according to the following rotating schedule:

Week 1 – Friday from 5:00 p.m. until Saturday 8:00 p.m.

Week 2 – Saturday from 5:00 p.m. until Sunday 8:00 p.m.

2. Age 3 Years until age 6 years

The non-residential parent shall have parenting time one midweek overnight and alternating weekends. If the parents cannot agree, the midweek overnight parenting time shall take place every Wednesday from 5:00 p.m. until Thursday morning. The non-residential parent shall drop the children off at preschool, daycare, or school at the

designated time. If there is no preschool, daycare or school, the non-residential parent shall drop the children off at the residential parent's residence no later than 9:00 a.m.

The weekend parenting time will take place on alternating weekends, Friday from 5:00 p.m. until Monday morning. The non-residential parent shall drop the children off at preschool, daycare, or school at the designated time. If there is no preschool, daycare or school, the non-residential parent shall drop the children off at the residential parent's residence no later than 9:00 a.m.

3. Age 6 Years until age 14 Years

The non-residential parent shall have parenting time one midweek overnight and alternating weekends. If the parents cannot agree, the midweek overnight parenting time shall take place every Wednesday from 5:00 p.m. until Thursday morning. The non-residential parent shall drop the children off at preschool, daycare, or school at the designated time. If there is no daycare or school, the non-residential parent shall drop the children off at the residential parent's residence no later than 9:00 a.m.

The weekend parenting time shall take place on alternating weekends, Friday from 5:00 p.m. until Monday morning. The non-residential parent shall drop the children off at preschool, daycare, or school at the designated time. If there is no daycare or school, the non-residential parent shall drop the children off at the residential parent's residence no later than 9:00 a.m.

4. Age 14 Years until age 18 Years

At this stage of development the teenager's world revolves around peers and activities. Parents should be flexible and liberal with parenting time to allow the teenager to spend time with each parent, while allowing the child to participate in academic and social activities important to the teenager.

The non-residential parent shall have parenting time for one midweek overnight and alternating weekends. If the parents cannot agree, the midweek overnight parenting time shall take place every Wednesday from 5:00 p.m. until Thursday morning. The non-residential parent shall drop the children off at school at the designated time. If there is no school, the non-residential parent shall drop the children off at the residential parent's residence no later than 9:00 a.m. The weekend parenting time shall take place on alternating weekends, Friday from 5:00 p.m. until Monday morning. The non-residential parent shall drop the children off at school at the designated time. If there is no school, the non-residential parent shall drop the children off at the residential parent's residence no later than 9:00 a.m.

B. Regional (parents live more than 45 miles apart but less than 200 miles)

Parents shall follow the local schedule based on the age of the child except that any midweek parenting time shall be exercised in the county of the children's residence and the non-residential parent shall be responsible for all midweek transportation. Midweek parenting time shall be Wednesday from 5:00 p.m. until 8:00 p.m. The weekend parenting

time shall also end at 8:00 p.m. on Sunday instead of extending through Monday morning once the children begin attending school.

C. Summers/Vacations, Holidays, School Breaks and Days of Special Meaning

The order of priority for parenting time is as follows: 1) holidays; 2) days of special meaning; 3) summer/vacation time; and 4) regularly scheduled parenting time.

1. Summers/Vacations

Both parents shall have parenting time for four weeks each summer. If the parents cannot agree, these four weeks may not be scheduled in more than two-week blocks if the children are under age six.

If none of the children are school age (i.e. in kindergarten or beyond), the four weeks may be scheduled at any time during the year.

By May 1st of each year, each parent shall give the other parent written notice of the selected weeks. If the weeks chosen by the parents conflict, the non-residential parent’s schedule shall control in even numbered years and the residential parent’s schedule shall control in odd numbered years.

If a parent is exercising parenting time for four consecutive weeks and the children are staying the community in which the vacationing parent resides, the non-vacationing parent may exercise two midweek days during the four week period. If the parents cannot agree on the midweek, the non-vacationing parent shall exercise the first and third Wednesday from 5:00 p.m. until 9:00 p.m.

2. Holidays

Parents are encouraged to agree to a holiday schedule based upon legal and religious holidays they observe. If the parents cannot agree, holiday parenting time shall take place according to the following schedule.

Holiday	Even Numbered Years	Odd Numbered Years	Times
Easter	Father	Mother	10:00 a.m. to 8:00 p.m.
Memorial Day	Mother	Father	Sun 7:00 p.m. to Mon 8:00 p.m.
July 4	Father	Mother	7/4 9:00 a.m. to 7/5 9:00 a.m.
Labor Day	Mother	Father	Sun 7:00 p.m. to Mon 8:00 p.m.
Halloween	Father	Mother	5:00 p.m. to 8:30 p.m.
Thanksgiving	Mother	Father	Thurs 9:00 a.m. to Fri 9:00 a.m.
Christmas Eve	Father	Mother	12/24 noon- 12/25 noon
Christmas Day	Mother	Father	12/25 noon 12/26 noon
New Years Eve/Day	Father	Mother	12/31 5:00 p.m. to 1/1 8:00 p.m.

This holiday schedule may not include all holidays, including religious holidays that families may observe. Parents are encouraged to add holidays that they observe below:

Holiday	Even Numbered Years	Odd Numbered Years	Times

Holidays and days of special meaning shall be spent with the parent who is designated to have the children for those holidays or days of special meaning. If the holiday or day of special meaning falls on a weekend, the other parent shall have the children for the rest of the weekend if regularly scheduled to do so.

3. School Breaks

Unless the parties agree otherwise, all breaks from school (summer, winter, spring,) commence on the last day of school, and end the day before school resumes.

a. Winter Break

The parents will equally divide the children's winter break. This paragraph should be read in conjunction with the holiday schedule below. The parents will discuss and agree upon the allocation of the break at least thirty (30) days prior to the commencement of the break. If the parents cannot agree on the schedule for the break, the break will be divided equally.

If there is no agreement, the parent who is scheduled to celebrate Christmas Eve shall have the children from the day school is adjourned for the winter break through the scheduled Christmas Eve holiday, and the parent who is scheduled to have Christmas day will have the children for an equal number of days. The remaining days of the break shall also be equally divided with the parent scheduled to have the children for the New Year's holiday including that time in their half of the remaining days.

b. Spring Break

The parents shall annually alternate Spring break with Mother having the break in odd numbered years and Father having the break in even numbered years.

4. Days of Special Meaning

The children shall spend Mother's Day with the mother and Father's Day with the father. If the parents cannot agree, parenting time shall take place from 10:00 a.m. until 8:00 p.m. on Sunday and the children shall spend the rest of the weekend with the parent who

normally has that weekend.

The children shall spend Mother's birthday with the mother and Father's birthday with the father. If the parents cannot agree, parenting time shall take place from 10:00 a.m. until 8:00 p.m. for a child not in school on the birthday, and 5:00 p.m. until 8:00 p.m. for a child in school on the birthday.

The child shall spend his or her birthday with the mother in even-numbered years and the father in odd-numbered years. If the parents cannot agree, parenting time shall take place from 10:00 a.m. until 8:00 p.m. for a child not in school on the birthday, and 5:00 p.m. until 8:00 p.m. for a child in school on the birthday. The child's birthday is to be spent with the designated parent, even if the other parent is entitled to weekend, midweek, holiday or vacation with the child. Brothers and sisters of the parties shall attend the birthday event.

D. Long Distance (parents live more than 200 miles apart)

1. Birth until Kindergarten

The non-residential parent shall have parenting time eight weeks per year in four separate blocks of time lasting two weeks. If the parents cannot agree, these two-week blocks shall take place from February 1st until February 14th, May 1st until May 14th, and August 1st until August 14th. The final block of parenting time shall take place in odd-numbered years from December 1st until December 14th and in even-numbered years from December 14th until December 28th. The non-residential parent shall give the residential parent 30 days advance notice of his or her intention to exercise these weeks.

The non-residential parent may exercise additional parenting time in the community where the children reside according to the local schedule if he or she provides written notice to the residential parent 30 days in advance.

2. Kindergarten to Age 18

The non-residential parent shall have parenting time eight weeks during the summer break. If the parents cannot agree, parenting time shall commence no sooner than one week after the last day of school and end no later than one week before school resumes.

The non-residential parent may exercise parenting time every spring break from 5:00 p.m. on the last day of school before the break until 8:00 p.m. the day before school resumes.

The non-residential parent may exercise parenting time one-half of every winter break. If the parents cannot agree on the one-half portion of winter break, the non-residential parent shall exercise parenting time the first half of winter break in even numbered years and the second half of winter break in odd numbered years.

GENERAL RULES

A. Transportation (for local and regional only)

Unless otherwise provided in these schedules or as the parents agree, transportation shall be shared equally by the parents. The parent beginning to exercise parenting time shall provide the transportation. For example, the non-residential parent picks up children on Friday evening and residential parent picks up the children on Sunday evening. For regional midweek times, the non-residential parent shall pick the children up and drop them off.

If a parent is unavailable to transport the children, an adult well known to the children shall do so. Only licensed drivers may transport the children. The driver shall comply with all child restraint laws. No person transporting the children may be under the influence of drugs or alcohol.

B. Children's Response to Parenting Times

For healthy development, children of divorce need both parents to continue regular contact with them. Both parents should strive to communicate well and avoid angry interactions in the presence of their children.

It is normal when parents first separate that a child may have a strong emotional reaction when saying good-bye to one parent during transfer times. Parents need to know that the emotional response is typical, and that both parents need to act calmly and reassure the child that he or she will enjoy spending time with the other parent. This response by the child does not mean that the child does not love the other parent, or does not wish to spend time with the other parent. The length of a child's adjustment will vary and can depend on how well the parents handle the situation.

If a child indicates strong opposition to being with the other parent, it is the responsibility of both parents to deal with the situation appropriately. Depending on the child's developmental level, this may involve talking calmly and reassuringly to the child, exploring the child's concerns, and working with the other parent to help with the transition. When possible, it may be appropriate to arrange indirect transfers, such as drop-offs and pickups around school or child care, so that only one parent is present at the transition.

C. Keeping Children Together

These schedules presume that if the parents have more than one child, the parenting time will be exercised with all children together.

D. Promptness

Both residential and non-residential parents have the right to rely on the other parent to arrive on time to pick up the children.

The children and/or residential parent need not wait more than 30 minutes for the non-

residential parent to arrive. A non-residential parent who is more than 30 minutes late to pick up the children without prior notification to the residential parent forfeits that time unless the residential parent agrees otherwise.

E. Cancellation

The non-residential parent shall give at least 24 hours advance notice of his or her intent not to exercise parenting time, unless a last minute emergency occurs. A parent who does not exercise parenting time forfeits the time.

F. Illness of a Child

Parenting time with the non-residential parent shall take place even if the child is ill unless the child is hospitalized or a physician has recommended that the child not be removed from the residential parent's home, in which case immediate notice shall be given to the non-residential parent. All parenting time that is missed under this provision shall be made up as soon as the child recovers.

If a child becomes ill or injured during parenting time warranting emergency medical or dental care, the parent with the child shall secure appropriate treatment and notify the other parent as soon as possible.

G. Clothing

The residential parent shall provide sufficient, appropriate, clean clothing for every parenting time consistent with the lifestyle of the residential parent and the children. If the planned parenting time activities require special or unusual clothing needs, the non-residential parent shall notify and request such clothing from the residential parent at least two days in advance of the parenting time. The residential parent is under no obligation to comply with the request if the children do not have the type of clothing requested. All clothing sent by either parent shall be returned immediately after the parenting time.

The non-residential parent shall return the clothing washed and cleaned if his or her parenting time exceeds four days.

H. Travel notification

If either parent intends to travel with the children, he or she shall give the non-traveling parent at least 21 days advance written notice of the travel dates; written detailed information as to the destination, accommodations, method of travel (including name of airline and flight number or other such detailed information depending on the mode of travel); and a telephone number where the traveling parent or the children may be reached while away from home.

I. Phone Contact and Electronic Communication

Both parents have the right to contact the children at reasonable times with reasonable frequency when the children are with the other parent. Contact includes phone calls and all other electronic communication, including email, texting, Skype, Facetime,

videoconferencing and social networking. The children may contact, whether by phone or by other electronic device, either parent at any and all reasonable times as the children wish.

The frequency of telephone contact shall be reasonable, defined as once per day, or as the parents agree. Phone calls shall be reasonable in duration and not disruptive to the parent with the children. The other parent shall not participate in these calls. If the children are not available when the parent calls, the parent with the children shall have them return the other parent's call as soon as possible.

J. Contact information and access to records

Each parent shall keep the other informed of the names, addresses and telephone numbers of the children's health care, schools, and consistent child care providers.

Both parents shall have access to the children's medical, dental, optometric, psychiatric and psychological records.

Both parents shall have access to the children's school records.

Both parents shall have access to the children's baby-sitting, day care, preschool, and/or latchkey records.

Both parents shall have access to the children's religious records.

K. Extra-curricular activities

The children are entitled to participate in a reasonable amount of activities, school related or otherwise. Parents should communicate and cooperate in order to support their children's activities. Parents are encouraged to attend their children's activities. Scheduled parenting time shall not be delayed or denied because children have other scheduled activities (with friends, work, lessons, sports, etc.). Each parent shall provide the other parent with notice of all activities, school related or otherwise, in which the children participate. Schedules of all activities and the name of the activity leader (including address and telephone number if reasonably available) shall be given to the other parent.

L. Car/Booster Seat

Each parent should have a car/booster seat for any child required by law to ride in one. If the parents are unable to provide separate car/booster seats, the parents shall transfer the car/booster seat when parenting time exchanges occur.

M. Current address and phone number

Except as otherwise ordered by the Court, each parent shall keep the other informed of his or her current address and telephone number at all times. Any change of address, or phone number shall be reported to the other parent within 48 hours.

N. Home schooling

For holidays, home schooled children will follow the schedule of the residential parent's school district.

O. Medications

When it is necessary for a child to take prescribed medications, the residential parent shall provide the non-residential parent with an adequate supply of medications to care for the child's needs during parenting time at the beginning of the parenting time.

All medications shall be administered to the child by the non-residential parent as prescribed. If the non-residential parent is not physically present to administer medications at the prescribed times, it is that parent's responsibility to ensure that a suitable adult administers the medications as prescribed.

P. Schoolwork

Parents shall provide time for the children to study, complete homework assignments, papers, or other school assigned projects, even if the completion of this work interferes with the parent's plans with the children. If schoolwork is assigned by the school prior to the parenting time, the residential parent shall inform the other parent of the work to be done and it must be completed during the parenting time.

Q. Physical Appearance

The non-residential parent shall not alter the physical appearance of the children, including cutting or coloring hair, piercing the body and permanent tattooing, without the prior written consent of the residential parent.

IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

IN THE MATTER OF:

A Minor

Name

Case No. _____

Street Address

Judge _____

City, State and Zip Code

Magistrate _____

Plaintiff/Petitioner 1

vs./and

Name

Street Address

City, State and Zip Code

Defendant/Petitioner 2

WARNING: This form is not a substitute for the benefit of the advice of legal counsel. It is highly recommended that you consult an attorney.

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](#) and [Domestic Violence & Allocation of Parental Rights and Responsibilities](#) available at www.supremecourt.ohio.gov.

SHARED PARENTING PLAN

The parents, _____, "Plaintiff/Petitioner 1", and _____, Defendant/Petitioner 2", have _____ (number) child(ren) from the marriage or relationship. Of the child(ren), _____ (number) is/are emancipated adult(s) and not under any disability. The following _____ (number) child(ren) are minor child(ren) and/or mentally or physically disabled child(ren) incapable of supporting or maintaining themselves:

Name of Child

Date of Birth

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

FIRST: PARENTS' RIGHTS

Unless otherwise stated herein, 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 to which parents are invited.
- 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. The 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.

C. Parenting Time Schedule

A parenting time schedule must be attached to this Plan.

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 days of special meaning, and vacations.

The parties may voluntarily modify the parenting time schedule, if agreed; however, the Court cannot enforce any change in the parenting time schedule unless it is made an Order of the Court.

D. Transportation to School and Parenting Time

Absent other agreement of the parties included in the attached parenting time schedule, each parent shall be responsible for providing transportation for the child(ren) at the beginning of the parent's parenting time period. Each parent shall be responsible for providing transportation for the child(ren) to and from school during that parent's parenting time period.

Other agreement regarding transportation to school and parenting time:

E. School Placement

The designation of a particular parent as the residential parent for the purposes of determining the school placement 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)".

Plaintiff/Petitioner 1 shall be designated as the residential parent for school placement purposes of the following child(ren):

Defendant/Petitioner 2 shall be designated as the residential parent for school placement purposes of the following child(ren):

Other agreement regarding school placement:

F. Education Decisions Other than School Placement

Each parent shall consult with the other regarding any important education decisions affecting the child(ren). Important education decisions affecting the child(ren) shall be made by agreement of the parties. Each parent shall be reasonable in attempting to reach an agreement on such matters. In the event the parties cannot agree on education decisions other than school placement, the decision of:

Plaintiff/Petitioner 1 shall be binding on the parents and the following child(ren):

Defendant/Petitioner 2 shall be binding on the parents and the following child(ren):

G. Responsibility for Child Activities

1. Participation in Activities

The parents shall give careful consideration of the child(ren)'s best interest and the child(ren)'s wishes in scheduling activities. Neither parent will unreasonably withhold agreement to any particular activity. The parents shall be reasonable with respect to this provision and take into consideration the needs and interests of the child(ren) at all times. The scheduling of events, appointments, and activities shall not be done in a manner to cause undue inconvenience or harassment to the other parent. Both parents must understand that the child(ren) need(s) to be able to participate in regular activities without interference and with the support of both parents.

Absent other agreement by the parents, the child(ren) shall continue to participate in those extracurricular activities, school-related and other activities in which they are currently enrolled, uninterrupted.

Other agreement regarding participation in current or new extracurricular, school-related or other activities:

Each parent shall provide the other with notice of all extracurricular activities, school-related or otherwise, in which the child(ren) participates, schedules of all activities (handwritten if no formal schedule is provided by the activity) and the name of the activity leader (including address and telephone number if reasonably available).

2. Transportation to Activities

Absent other agreement by the parents, it is the responsibility of the parent in possession of the child(ren) to provide transportation to an activity.

Other agreement regarding transportation:

3. Payment of Expenses Related to Activities

Each parent shall notify the other about any and all expenses arising from the child's extracurricular, school-related, or other activities.

Absent other agreement of the parents, the parents shall divide the costs and expenses associated with their child(ren)'s participation in any extracurricular, school-related, or other activities as follows:

Plaintiff/Petitioner 1 _____

Defendant/Petitioner 2 _____

Other agreement regarding the division of extracurricular, school-related, or other activity expenses:

The parent incurring an expense related to an extracurricular, school-related, or other activity shall forward a copy of the bill or invoice to the other parent as soon as practicable. Absent other agreement of the parents as stated herein, reimbursement or payment shall be made within thirty (30) days of receipt of the bill or invoice.

Other agreement regarding reimbursement or payment of expenses:

H. Health Care Responsibilities

Each parent shall promptly notify the other parent if a child experiences a serious injury, has a serious or chronic illness, or receives treatment in an emergency room or hospital. Each 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 twenty-four (24) hours. Each parent shall provide the other with the names and telephone numbers of all health care providers for the child(ren).

Each parent shall consult the other about the child(ren)'s health care needs and each shall immediately notify the other parent about all major non-emergency health care decisions before authorizing a course of treatment. Each parent has a right to know the necessity for treatment, proposed cost, and proposed payment schedule. Each parent may also secure an independent evaluation at that parent's expense to determine the necessity for treatment.

If the parties cannot agree regarding a course of treatment, Plaintiff's/Petitioner 1's Defendant's/Petitioner 2's (**select one**) decision shall control.

I. Current Address and Telephone Number

Plaintiff's/Petitioner 1's current home address and telephone number, including cellular telephone number:

Defendant's/Petitioner 2's current home address and telephone number, including cellular telephone number:

J. Relocation Notice

Pursuant to R.C. 3109.051(G):

If either 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 R.C. 3109.051(G)(2), (3), and (4), 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 either parent, may schedule a hearing with notice to both parents to determine whether it is in the best interest of the child(ren) to revise the parenting time schedule for the child(ren).

Each parent shall inform the Court and the other parent, in writing, 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: (*print name and address of Court*)

K. Records Access Notice
Pursuant to R.C. 3109.051(H) and 3319.321(B)(5)(a):

Subject to R.C. 3125.16 and 3319.321(F), both parents are entitled access to any record related to the child(ren), unless otherwise restricted. Any keeper of a record who knowingly fails to comply with permitting record access is in contempt of Court.

Restrictions or limitations:

- None
 Restrictions or limitations to records access are as follows:
-

L. Day Care Access Notice
Pursuant to R.C. 3109.051(I):

In accordance with R.C. 5104.039, both parents are entitled 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:
-

M. School Activities Access Notice
Pursuant to R.C. 3109.051(J):

Subject to R.C. 3319.321(F), both parents are entitled access to any student activity related to the child(ren), unless otherwise restricted. Any school employee or official who knowingly fails to comply with permitting school activities access is in contempt of Court.

Restrictions or limitations:

- None
 Restrictions or limitations to school activities access are as follows:
-

THIRD: CHILD SUPPORT

As required by law, a completed Child Support Worksheet is attached to this document.

The Order for child support and cash medical support is effective _____, 20_____.

For purposes of this order:

- Plaintiff/Petitioner 1 Defendant/Petitioner 2 is the child support obligor (*pays support*).
 Plaintiff/Petitioner 1 Defendant/Petitioner 2 is the child support obligee (*receives support*).

The following information is provided in accordance with R.C. 3105.72 and 3121.30:

SUPPORT OBLIGOR (pays support):

Name (First, MI, Last): _____
Social Security Number: xxx-xx-_____ (fill in last four digits)
Date of Birth: _____

SUPPORT OBLIGEE (receives support):

Name (First, MI, Last): _____
Social Security Number: xxx-xx-_____ (fill in last four digits)
Date of Birth: _____

A. Guideline Child Support Amount
The **guideline** child support obligation, as determined by the Child Support Worksheet, is \$_____ per child, per month for _____ (number) child(ren), for a total of \$_____ per month. (Line 24 Sole/Shared Parenting Child Support Computation Worksheet or Line 25 Split Parenting Child Support Computation Worksheet)

B. Overnight Parenting Time Adjustment
 The child support obligor does not have Court ordered parenting time which is equal to or exceeds ninety (90) overnights.
 The child support obligor has Court ordered parenting time which is equal to or exceeds ninety (90) overnights. The above computation reflects an automatic ten percent (10%) adjustment in the guideline child support obligation.

C. Overnight Parenting Time Deviation
 Pursuant to R.C. 3119.231, there is extended Court ordered parenting time which:
 exceeds ninety (90) overnights but is *not* more than 146 overnights (_____ overnights).
 A deviation is *not* granted.
 The annual obligation would be unjust and inappropriate and, therefore, not in the best interest of the minor child(ren). A deviation *is* granted for the following reasons:

– OR –

is equal to or exceeds 147 overnights (_____ overnights).

A deviation is granted *not* granted for the following reasons:

D. Other Deviation Factors *(if applicable)*

Pursuant to R.C. 3119.22, 3119.23 and/or 3119.24, the annual obligation would be unjust and inappropriate and, therefore, not in the best interest of the minor child(ren) for the following reason(s):

(Check all that apply)

Special and unusual needs of the child(ren), including needs arising from the physical or psychological condition of the child(ren)

Other Court ordered payments

Extended parenting time or extraordinary costs associated with parenting time, including extraordinary travel expenses when exchanging the child(ren) for parenting time

Financial resources and the earning ability of the child(ren)

Relative financial resources, including the disparity in income between parties or households, other assets, and the needs of each parent

Obligee's income, if the obligee's annual income is equal to or less than one hundred percent (100%) of the federal poverty level

Benefits that either parent receives from remarriage or sharing living expenses with another person

Amount of federal, state, and local taxes actually paid or estimated to be paid by a parent or both parents

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

- Extraordinary work-related expenses incurred by either parent
-
- 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
-
- Educational opportunities that would have been available to the child(ren) had the circumstances requiring a child support order not arisen
-
- The responsibility of each parent for the support of others, including support of (a) child(ren) with disabilities who is/are not subject to the support order
-
- Post-secondary educational expenses paid for by a parent for the parent's own child(ren), regardless of whether the child(ren) is/are emancipated
-
- Costs incurred or reasonably anticipated to be incurred by the parents in compliance with Court ordered reunification efforts in child abuse, neglect, or dependency cases
-
- Extraordinary child care costs required for the child(ren) that exceed the maximum state-wide average cost estimate as described in R.C. 3119.05(P)(1)(d), including extraordinary costs associated with caring for (a) child(ren) with specialized physical, psychological, or educational needs
-
- Any other relevant factor: (*specify*)
-
- Extraordinary circumstances associated with shared parenting: (*Only if Shared Parenting is ordered - check all that apply*)
- Ability of each parent to maintain adequate housing for the child(ren)
 - Each parent's expenses, including child care expenses, school tuition, medical expenses, dental expenses, and other relevant expenses
 - Any other relevant circumstances: (*specify*)
-

E. Monthly Child Support Obligation
The child support obligor (pays support) shall pay child support in the amount of \$ _____ per child, per month for _____ (number) child(ren), for a total of \$ _____ per month, plus two percent (2%) processing charge. *(If there is no child support deviation, Line 24 Sole/Shared Child Support Computation Worksheet, or Line 25 Split Parenting Child Support Computation Worksheet. If there is a deviation in child support, Line 26 Sole/Shared Child Support Computation Worksheet, or Line 27 Split Parenting Child Support Computation Worksheet.)*

F. Arrearage or Overpayment
 Child support arrearage or overpayment for the minor child(ren) payable either by administrative order, temporary or final order **shall** survive and continue as an enforceable obligation until paid in full.
 Child support arrearage or overpayment for the minor child(ren) payable either by administrative order, temporary or final order **shall not** survive and continue as an enforceable obligation until paid in full, except the arrearage assigned to and due to the Department of Job and Family Services.

G. Method to Secure Support Payment(s)
All support under this Order shall be withheld or deducted from the income or assets of the support obligor pursuant to a withholding or deduction notice or appropriate Order issued in accordance with R.C. Chapters 3119, 3121, 3123, and 3125 or a withdrawal directive issued pursuant to R.C. 3123.24 to 3123.38 and shall be forwarded to the obligee in accordance with R.C. Chapters 3119, 3121, 3123, and 3125.

The support obligor shall immediately notify the _____ County Child Support Enforcement Agency, in writing, of any change in employment (including self-employment), receipt of additional income/monies or termination of benefits. The support obligor shall include a description of the nature of the employment and the name, business address and telephone number of any employer.

The specific withholding or deduction requirements to be used to collect the support shall be set forth and determined by reference to the notices that are sent out by the Child Support Enforcement Agency in accordance with R.C. 3121.03 and shall be determined without the need for any amendment to the support order. Those notices, plus the notices provided by the Child Support Enforcement Agency that require the child support obligor to notify the Child Support Enforcement Agency of any change in his/her employment status or of any other change in the status of his/her assets, are final and enforceable by the court. Each withholding notice shall be for the current child support, current cash medical support, any arrearage payment, and processing charges.

All support shall be paid through Ohio Child Support Payment Central (OCSPC), P.O. Box 182372, Columbus, Ohio 43218-2372. Checks or money orders shall be made payable to "OCSPC". All payments shall include the following: Obligor's name, Social Security Number, SETS case number and Domestic Relations Court case number. **If there is to be a withholding/deduction order, the support obligor shall make payments directly to OCSPC until the income source/financial institution begins withholding/deducting in the appropriate amount.**

Pursuant to R.C. 3121.45, any payment of money by the child support obligor to the child support obligee that is not made through Ohio Child Support Payment Central or the Child Support Enforcement Agency administering the support order shall not be considered a payment under the support order and, unless the payment is made to discharge an obligation other than support, shall be deemed a gift.

Payments shall be made in the manner ordered by the Court. If payments are to be made other than on a monthly basis, the required monthly administration by the _____ County Child Support Enforcement Agency does not affect the frequency or the amount of the support payments to be made under the order.

(Check one of the following three boxes)

The support obligor receives income from an income source.

A withholding or deduction notice shall issue to:

INCOME SOURCE: _____

ADDRESS: _____

- OR -

The support obligor has nonexempt funds on deposit in an account at a financial institution.

A withholding or deduction notice shall issue to:

FINANCIAL INSTITUTION: _____

ADDRESS: _____

If withholding from a financial account, the support obligor shall immediately notify the _____ County Child Support Enforcement Agency of the number and description of the account from which support shall be deducted, and the name, branch, business address and routing number of the financial institution if not set forth above.

The support obligor shall immediately notify the _____ County Child Support Enforcement Agency of any change in the status of an account from which support is being deducted or the opening of a new account with any financial institution.

- OR -

The support obligor has no attachable income source at this time.

The support obligor shall immediately notify the _____ County Child Support Enforcement Agency, in writing, if the support obligor begins to receive income from a payor. The notice shall include a description of the nature of any new employment, and the name, business address and telephone number of any new employer.

The support obligor shall seek employment, if able to engage in employment. Obligor's employment search must include registration with Ohio Means Jobs at <https://jobseeker.ohiomeansjobs.monster.com>. Obligor shall immediately notify the _____ County Child Support Enforcement Agency, in writing, upon commencement or change of employment (including self-employment), receipt of additional income/monies, obtaining ownership of asset of value of \$500.00 or more, receipt or termination of benefits or the opening of an account at a financial institution. The support obligor shall include a description of the nature of the employment and the name, business address and telephone number of any employer. The support obligor shall immediately notify the _____ County Child Support Enforcement Agency of any change in the status of an account from which support is being deducted or the opening of a new account with any financial institution.

H. Duration and Termination of Support & Required Notices

The duty of child support and cash medical support for each child shall continue until further order of Court or until the above-named child reaches age eighteen (18) unless one of the following circumstances applies:

- The child is mentally or physically disabled and is incapable of supporting or maintaining himself, herself or themselves.
- The parents have agreed to continue child support beyond the date it would otherwise terminate.
- 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 nineteen (19) years old. Under this circumstance, child support will end at the time the child graduates or ceases to attend a recognized and accredited high school on a full-time basis or when the child reaches the age of nineteen (19), whichever occurs first.

The child support and cash medical support order will remain in effect during seasonal vacation periods until the order terminates.

The parties have agreed that the child support and cash medical support obligation will extend beyond the time when it would otherwise end. The terms and conditions of that agreement are as follows:

The parties have (a) child(ren) who is/are mentally or physically disabled and incapable of supporting or maintaining himself, herself or themselves, and child support and cash medical support will extend beyond the time when it would otherwise end. The name of the child(ren) and the nature of the mental or physical disability(ies) is/are as follows:

The residential parent and legal custodian of the child(ren) shall immediately notify, and the child support obligor may notify, the _____ County Child Support Enforcement Agency of any reason for which the child support order should terminate, including, but not limited to, the child's death, marriage, emancipation (age 18 or high school completion/termination), enlistment in the Armed Services, deportation, or change of legal custody. A willful failure to notify the _____ County Child Support Enforcement Agency may be contempt of Court.

EACH PARTY TO THIS SUPPORT ORDER MUST NOTIFY THE CHILD SUPPORT ENFORCEMENT 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 OR AGENCY, WHICHEVER ISSUED THE SUPPORT ORDER.

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 FOR A FIRST OFFENSE, \$100 FOR A SECOND OFFENSE, AND \$500 FOR EACH SUBSEQUENT OFFENSE.

IF YOU ARE AN OBLIGOR OR OBLIGEE UNDER ANY SUPPORT ORDER ISSUED BY A COURT AND YOU WILLFULLY FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE SUBJECTED TO FINES UP TO \$1,000 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS.

IF YOU ARE AN OBLIGOR OR OBLIGEE AND YOU FAIL TO GIVE THE REQUIRED NOTICES TO THE CHILD SUPPORT ENFORCEMENT AGENCY, YOU MAY NOT RECEIVE NOTICE OF THE CHANGES AND REQUESTS TO CHANGE THE CHILD SUPPORT AMOUNT, HEALTH CARE PROVISIONS, OR TERMINATION OF THE CHILD SUPPORT ORDER. IF YOU ARE AN OBLIGOR AND YOU FAIL TO GIVE THE REQUIRED NOTICES, 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 RESTRICTION AND DEDUCTION FROM YOUR ACCOUNTS IN FINANCIAL INSTITUTIONS; AND ANY OTHER ACTION PERMITTED BY LAW TO OBTAIN MONEY FROM YOU TO SATISFY YOUR SUPPORT OBLIGATION.

FOURTH: HEALTH INSURANCE COVERAGE.

- A. Private Health Insurance Coverage IS NOT available for the minor child(ren).

Neither parent has accessible private health insurance coverage available at a reasonable cost to cover the minor child(ren) at the time of the issuance of this order.

The child support obligee shall obtain health care coverage (private health insurance coverage or public health care plan) for the child(ren) not later than thirty (30) days after it becomes available at a reasonable cost, and shall inform the _____ County Child Support Enforcement Agency (CSEA) when health care coverage for the child(ren) has been obtained.

If private health insurance coverage becomes available to the child support obligor at a reasonable cost, the child support obligor shall inform the _____ County Child Support Enforcement Agency (CSEA) and may seek a modification of health care coverage from the Court with respect to a Court child support order, or from the agency with respect to an administrative support order.

- B. Private Health Insurance Coverage IS available for the minor child(ren).

- Plaintiff/Petitioner 1 has private health insurance coverage for the minor child(ren);
- Defendant/Petitioner 2 has private health insurance coverage for the minor child(ren); or
- Both parents have private health insurance coverage available for the minor child(ren).

1. Accessibility of Private Health Insurance Coverage.

The available private health insurance coverage for the minor child(ren) is accessible because:

(Check one of the following three boxes)

- Primary care services are within thirty (30) miles of the child(ren)'s residence.
- The Court permits primary care services farther than thirty (30) miles of the child(ren)'s residence because residents in the geographic area customarily travel farther distances.
- Primary care services are accessible by public transportation because public transportation is the child support obligee's only source of transportation.

2. Reasonableness of Cost of Private Health Insurance Coverage.

Pursuant to R.C. 3119.29(F), for purposes of determining reasonable cost, the total cost of private health insurance coverage to the person required to provide private health insurance coverage for the child(ren) subject to the child support order does not exceed an amount equal to five percent of the annual income of that person.

(Check one of the following two sections)

- The total cost of private health insurance coverage available to Plaintiff/Petitioner 1 and/or Defendant/Petitioner 2 **does not exceed** that parent's Health Insurance Maximum. *(Line 8 Child Support Computation Worksheet)*

– OR –

- The total cost of private health insurance coverage available to Plaintiff/Petitioner 1 and/or Defendant/Petitioner 2 **exceeds** that parent's Health Insurance Maximum *(Line 8 Child Support Computation Worksheet)*;

(Check one of the three sections below)

- Both parents agree that Plaintiff/Petitioner 1 Defendant/Petitioner 2 or Both parents shall obtain or maintain private health insurance coverage, the cost of which exceeds the Health Insurance Maximum for that parent.

– OR –

- Plaintiff/Petitioner 1 Defendant/Petitioner 2 has requested to obtain or maintain private health insurance coverage, the cost of which exceeds the Health Insurance Maximum for that parent.

– OR –

- It is in the best interest of the child(ren) for Plaintiff/Petitioner 1 Defendant/Petitioner 2 to obtain or maintain private health insurance coverage for the child(ren) even though the total cost of private health insurance coverage exceeds that parent's Health Insurance Maximum. The cost of private health insurance coverage will not impose an undue financial burden because:

3. Person Required to Provide Private Health Insurance Coverage.

- Plaintiff/Petitioner 1 Defendant/Petitioner 2 Both parents shall provide private health insurance coverage for the child(ren) until further order of Court for the following reasons:

(Check one of the following six boxes)

- The child support obligee is rebuttably presumed to be the appropriate parent to provide private health insurance coverage for the child(ren).
 The child support obligor already has private health insurance coverage for the child(ren) that is reasonable in cost.
 The child support obligor already has private health insurance coverage in place for the child(ren) that is not reasonable in cost, but the child support obligor wishes to be named the private health insurance obligor and provide coverage.

- The child support obligor can obtain private health insurance coverage for the child(ren) that is reasonable in cost through an employer or other source.
- The child support obligee is a non-parent individual or agency that has no duty to provide medical support.
- Both parents wish to provide and already have private health insurance coverage in place or have private health insurance coverage available for the child(ren).

If both parents are providing private health insurance coverage for the minor child(ren), Plaintiff's/Petitioner 1's Defendant's/Petitioner 2's private health insurance coverage plan shall be considered the primary private health insurance coverage plan for the child(ren).

Should private health insurance coverage be cancelled for any reason, the parent ordered to maintain private health insurance coverage shall immediately notify the other parent of the cancellation.

C. Health Care Coverage Requirements

Within thirty (30) days after the issuance of this support order, the person required to provide health care coverage for the child(ren) must provide to the other parent or to the child support obligee information regarding the benefits, limitations, and exclusions of the coverage, copies of any forms necessary to receive reimbursement, payment or other benefits under the coverage, and a copy of any necessary proof of coverage.

Within thirty (30) days after the issuance of this order, the person required to provide health care coverage for the child(ren) shall provide to the Child Support Enforcement Agency documentation that verifies health care coverage is being provided as ordered.

The individual who is designated to be reimbursed for health care expenses for the child(ren) is:

Name: _____
 Address: _____

The person required to provide health care coverage for the child(ren) shall designate the child(ren) as covered dependent(s) under any health care coverage policy, contract, or plan.

Pursuant to R.C. 3119.32(E), the employer of the person required to provide health care coverage for the child(ren) is required to release to the other parent, any person subject to an order issued under R.C. 3109.19, or the Child Support Enforcement Agency, on written request, any necessary information on the health care coverage, including the name and address of the health plan administrator and any policy, contract, or plan number, and to otherwise comply with R.C. 3119.32 and any order or notice issued under R.C. 3119.32.

Pursuant to R.C. 3119.32(G), if the person required to obtain health care coverage for the child(ren) subject to this child support order obtains new employment, the agency shall comply with the requirements of R.C. 3119.34, which may result in the issuance of a notice requiring the new employer to take whatever action is necessary to enroll the children in private health care insurance coverage provided by the new employer, when insurance is not being provided by any other source.

FIFTH: CASH MEDICAL SUPPORT & CHILDREN'S HEALTH CARE EXPENSES

A. Liability for child(ren)'s Health Care Expenses

Pursuant to R.C. 3119.30(A), both parents are liable for the health care expenses of the child(ren) who is/are not covered by private health insurance coverage.

Cash medical support is an amount paid in a child support order toward the ordinary health care expenses incurred during a calendar year. Ordinary health care expenses include copayments and deductibles, and uninsured health-related costs.

Extraordinary health care expenses are any uninsured health care expenses incurred for a child during a calendar year that exceed the total cash medical support amount owed by the parents during that year.

Each party shall have access to all health care records of the child(ren) as provided by law, or as otherwise limited in this document.

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

The parent who receives a health care bill, and/or an Explanation of Benefits (EOB), or who incurs a health care expense, shall provide the other parent the original or a copy of the bill, and/or EOB, if available, within (thirty) 30 days of the date on the bill or EOB, or a receipt, absent extraordinary circumstances. The other parent shall reimburse the parent incurring the expenses or pay directly to the health care provider, that parent's percentage share of the bill as shown in Section D below.

B. Guideline Cash Medical Support Obligation

The parents' combined **annual** cash medical support obligation, as determined by the applicable worksheet, is \$_____. (*Line 23a Child Support Computation Worksheet*)

The Obligor's (pays support) guideline **annual** cash medical support obligation is \$_____. (*Line 23b Child Support Computation Worksheet*)

The Obligee's (receives support) guideline **annual** cash medical support obligation is \$_____. (*Line 23b Child Support Computation Worksheet*) The Obligee's cash medical support obligation is not subject to collection by the Child Support Enforcement Agency.

C. Deviation in Cash Medical Support (if applicable)

Pursuant to R.C. 3119.22, 3119.23 and/or 3119.24, the annual guideline cash medical support obligation would be unjust and inappropriate and, therefore, not in the best interest of the minor child(ren) for the following reason(s):

The same reasons referenced in this document regarding the child support deviation.

– OR –

D. Cash Medical Support Obligation and Division of Child(ren)'s Health Care Expenses

(Check one of the following two boxes)

- The cash medical support obligation is not deviated.

Obligor shall pay cash medical support in the amount of \$_____ per child, per month, for _____ (number) child(ren) for a total of \$_____, per month, plus two percent (2%) processing charge through the Child Support Enforcement Agency. (Line 27 Sole/Shared Parenting Child Support Computation Worksheet, or Line 29 Split Parenting Child Support Computation Worksheet)

Plaintiff/Petitioner 1 shall pay _____% and Defendant/Petitioner 2 shall pay _____% of the health care expenses incurred for a child during a calendar year that exceed \$_____, the parents' total combined annual cash medical support obligation, as determined by the applicable worksheet. (Line 23a Child Support Computation Worksheet)

– OR –

- The cash medical support obligation is deviated.

Obligor shall pay cash medical support in the amount of \$_____ per child, per month, for _____(number) child(ren) for a total of \$_____, per month, plus two percent (2%) processing charge through the Child Support Enforcement Agency. (Line 29 Sole/Shared Parenting Child Support Computation Worksheet, or Line 31 Split Parenting Child Support Computation Worksheet)

Obligee's cash medical support obligation is deviated to \$_____ per month. (Line 29, Sole/Shared Parenting Child Support Computation Worksheet or Line 31 Split Parenting Child Support Computation Worksheet) Obligee's cash medical support obligation is not subject to collection by the Child Support Enforcement Agency.

Plaintiff/Petitioner 1 shall pay _____% and the Defendant/Petitioner 2 shall pay _____% of the health care expenses incurred for a child during a calendar year that exceed \$_____, the parents' total combined annual deviated cash medical support obligation, as determined by the applicable worksheet. (Line 29 amounts added together and multiplied by twelve Sole/Shared Child Support Computation Worksheet, Line 31 amounts added together and multiplied by twelve Split Parenting Child Support Computation Worksheet)

SIXTH: TAX DEPENDENCY

- A. Plaintiff/Petitioner 1 shall be entitled to claim the following minor child(ren) as (a) dependent(s) for all tax purposes for even-numbered tax years odd-numbered tax years all eligible tax years, so long as Plaintiff/Petitioner 1 is substantially current in any child support Plaintiff/Petitioner 1 is required to pay as of December 31 of the tax year in question: _____

Defendant/Petitioner 2 shall be entitled to claim the following minor child(ren) as (a) dependent(s) for all tax purposes for even-numbered tax years odd-numbered tax years all eligible tax years, so long as Defendant/Petitioner 2 is substantially current in any child support Defendant/Petitioner 2 is required to pay as of December 31 of the tax year in question: _____

- B. Other orders regarding tax dependency: (specify)

If a parent who has a child less than half of the time is entitled to claim the child, the other parent shall 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.

SEVENTH: MODIFICATION

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

EIGHTH: OTHER

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

Plaintiff/Petitioner 1 Signature

Defendant/Petitioner 2 Signature

Printed Name

Printed Name

Plaintiff/Petitioner 1 Attorney Signature

Defendant/Petitioner 2 Attorney Signature

Printed Name

Printed Name

Supreme Court Reg No.

Supreme Court Reg No.