**IN THE COURT OF COMMON PLEAS**
**_____ Division**
**_____ COUNTY, OHIO**

IN THE MATTER OF:

_____
A Minor

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

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

## SHARED PARENTING PLAN

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

_____

_____

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

## FIRST: PARENTS' RIGHTS

The parents shall have:

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

## SECOND: ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES

A. General Responsibilities

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

B. Medical Responsibilities

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

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

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

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

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

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

_____

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

_____

In the event that a change in schools is being considered, after consultation with the other parent:
☐ Father is authorized to change school placement of the following child(ren): _____

_____

_____

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

_____

_____

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

_____

_____

F. Other orders: _____

_____

_____

_____

G. Public Benefits

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

_____

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

_____

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

I. Transportation (select one):

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

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

_____

_____

J. Current Address and Telephone Number

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

_____

_____

_____

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

_____

_____

_____

_____

_____

K. Relocation Notice

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

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

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

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

_____

_____

L. Records Access Notice

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

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

Restrictions or limitations:

☐ None

☐ Restrictions or limitations to records access are as follows: _____

_____

_____

M. Day Care Access Notice

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

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

Restrictions or limitations:

☐ None

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

_____

_____

N. School Activities Access Notice

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

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

Restrictions or limitations:

☐ None

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

_____

_____

_____

**THIRD: HEALTH INSURANCE COVERAGE.**

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

Select one:

A. ☐ Health Insurance Coverage Available to at Least One Parent

1. Private health insurance coverage is accessible and reasonable in cost through a group policy, contract, or plan to: ☐ Father ☐ Mother ☐ Both parents. ☐ Father ☐ Mother ☐ Both parents shall provide private health insurance coverage for the benefit of the child(ren).

2. If both parents are ordered to provide private health insurance coverage for the benefit of the child(ren), ☐ Father's ☐ Mother's health insurance plan shall be considered the primary health insurance plan for the child(ren).

3. The parent required to provide private health insurance coverage shall provide proof of insurance to the _____ County Child Support Enforcement Agency (CSEA) and the other parent.

4. Both parents shall cooperate in the preparation of insurance forms to obtain reimbursement or payment of expenses, as applicable. A copy of medical bills must be submitted to the party holding the insurance and responsible for payment or the other parent within 30 days of receipt.

5. Should the health insurance coverage be cancelled for any reason, the parent ordered to maintain insurance shall immediately notify the other parent and take immediate steps to obtain replacement coverage. Unless the cancellation was intentional, the uncovered expenses shall be paid as provided above. If the cancellation was intentionally caused by the parent ordered to maintain insurance coverage, that parent shall be responsible for all medical expenses that would have been covered had the insurance been in effect.

B. ☐ Health Insurance Coverage Unavailable to Either Parent

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

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

C. Division of Uninsured Expenses

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

   _____ % by Father _____ % by Mother.

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

   _____

   _____

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

   _____

   _____

   Other orders regarding payment of uninsured medical expenses: _____

   _____

   _____

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

D. Other Important Information about Medical Records and Expenses

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

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

**FOURTH: CHILD SUPPORT**

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

A. Child Support with Private Health Insurance Coverage

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

B. Child Support without Private Health Insurance Coverage

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

C. Child Support Payment

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

D. Deviation of Child Support Amount

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

_____

_____

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

_____

_____

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

_____

_____

☐ Other court-ordered payments as follows: _____

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

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

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

☐ Disparity in income between parents or households as follows: _____

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

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

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

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

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

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

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

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

☐ Any other relevant factor: _____

E. Duration of Child Support.

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

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

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

_____

_____

_____

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

_____

_____

_____

F. Important Child Support Orders and Information

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

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

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

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

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

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

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

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

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

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

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

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

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

Pursuant to section 3121.29 of the Revised Code, the parties are notified as follows:
**EACH PARTY TO THIS SUPPORT ORDER MUST NOTIFY THE CHILD SUPPORT AGENCY IN WRITING OF HIS OR HER CURRENT MAILING ADDRESS, CURRENT RESIDENCE ADDRESS, CURRENT RESIDENCE TELEPHONE NUMBER, CURRENT DRIVER'S LICENSE NUMBER AND OF ANY CHANGES IN THAT INFORMATION. EACH PARTY MUST NOTIFY THE AGENCY OF ALL CHANGES UNTIL FURTHER NOTICE FROM THE COURT. IF YOU ARE THE OBLIGOR UNDER A CHILD SUPPORT ORDER AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY BE FINED UP TO $50.00 FOR A FIRST OFFENSE, $100.00 FOR A SECOND OFFENSE, AND $500.00 FOR EACH SUBSEQUENT OFFENSE. IF YOU ARE AN OBLIGOR OR OBLIGEE UNDER ANY SUPPORT ORDER AND YOU WILLFULLY FAIL TO MAKE THE REQUIRED NOTIFICATIONS YOU MAY BE SUBJECTED TO FINES OF UP TO $1,000.00 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS.**

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

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

H. Arrearage
☐ Any temporary child support arrearage will survive this judgment entry.
☐ Any temporary child support arrearage will not survive this judgment entry.
☐ Other: _____

_____

_____

_____

**FIFTH: TAX EXEMPTIONS**

Income tax dependency exemptions (check all that apply):

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

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

in question: _____

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

_____

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

**SIXTH: MODIFICATION**

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

**SEVENTH: OTHER**

_____

_____

_____

_____

_____

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

| | |
|---|---|
| Your Signature (Father) | Your Signature (Mother) |
| Date | Date |

Print Form