

**IN THE COMMON PLEAS COURT OF MONTGOMERY COUNTY, OHIO  
JUVENILE DIVISION**

IN THE MATTER OF:

\_\_\_\_\_

JC# \_\_\_\_\_

\_\_\_\_\_

JC# \_\_\_\_\_

\_\_\_\_\_

JC# \_\_\_\_\_

Minor child(ren)

\_\_\_\_\_

Name

SETS \_\_\_\_\_

\_\_\_\_\_

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

**PROPOSED SHARED PARENTING PLAN**

1. Parents: \_\_\_\_\_ and \_\_\_\_\_
2. Number of children: \_\_\_\_\_
3. Number of children either under age 18 and / or over age 18 but mentally or physically disabled and 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**

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 w 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 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 healthcare 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 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 intent 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 healthcare 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.

**NOTE: A Parenting Time Schedule must be attached to this Plan. It may either be the Standard Order of Parenting Time or one proposed by either Party.**

**If you do not attach another schedule, the parent not designated as the residential parent for school purposes will be allocated the Standard Order of Parenting Time by default.**

**E. School Designation** *(check all that apply)*

☐ \_\_\_\_\_ (Parent's name) shall be designated as the **residential parent** for school attendance and enrollment purposes of the following child(ren):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ \_\_\_\_\_ (Parent's name) 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:**

☐ \_\_\_\_\_ (Parent's name) is authorized to change school placement for the following child(ren):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ \_\_\_\_\_ (Parent's name) is authorized to change school placement for the following child(ren):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OR**

☐ 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** (*check all that apply*)

☐ \_\_\_\_\_ (Parent's name) shall be designated as the residential parent for receipt of public benefits purposes of the following child(ren):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ \_\_\_\_\_ (Parent's name) shall be designated as the residential parent for receipt of public benefits purposes of the following children:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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:**

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

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

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**K. Relocation Notice:**

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

If either of the 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 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: **Montgomery County Juvenile Court, 380 W. Second St., Dayton, OH 45422.**

**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.

☐ No restrictions

☐ Restrictions or limitations to records access are as follows: \_\_\_\_\_

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### M. Day Care Access Notice

Pursuant to section 3109.05(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.

- ☐ No restrictions
- ☐ Restrictions or limitations to records 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.

- ☐ No restrictions
- ☐ Restrictions or limitations to school activities access are as follows:

## THIRD: HEALTH INSURANCE COVERAGE

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:  
☐ \_\_\_\_\_ (Parent's name)  
☐ Both parents shall provide health insurance 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), (check one) ☐ Mother's ☐ Father'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 Montgomery 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 Montgomery 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: (select one)
  - ☐ divided according to the percentages shown on line 17 of the Child Support Computation Worksheet. The first \$100 per child per year shall be paid by the parent designated as residential parent for school purposes in Section E.
  - ☐ paid as follows: \_\_\_\_\_ % by Father \_\_\_\_\_ % by Mother  
The first \$100 per child per year shall be paid by (select one) ☐ Mother ☐ Father
  - ☐ 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 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, a Child Support Calculation Worksheet is attached hereto and incorporated into this agreement.

#### **FIFTH: TAX EXEMPTIONS**

Income tax dependency exemptions (check all that apply):

- A. ☐ \_\_\_\_\_ (Parent’s name) shall be entitled to claim the following child(ren): \_\_\_\_\_

for all tax purposes, in (check one)

- ☐ even-numbered tax years  
☐ odd-numbered tax years  
☐ all eligible tax years

so long as he / she is substantially current in any child support he / she is required to pay as of December 31st of the tax year in question.

- B. ☐ \_\_\_\_\_ (Parent’s name) shall be entitled to claim the following child(ren): \_\_\_\_\_

for all tax purposes, in (check one)

- ☐ even-numbered tax years  
☐ odd-numbered tax years  
☐ all eligible tax years

so long as he / she is substantially current in any child support he / she is required to pay as of December 31st of the tax year in question.

- C. ☐ 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 15<sup>th</sup> 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**

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**MONTGOMERY COUNTY, OHIO JUVENILE COURT**  
**STANDARD ORDER OF PARENTING TIME**  
**[effective 01-01-2014]**

Parents are encouraged to agree on a fair written parenting time schedule that fits their circumstances and their children's lives, with the following serving as a schedule when the parents cannot agree. The parents may change this schedule by agreement. In the event of conflicting dates and times, the following is the order of priority: Children's Birthdays; Mother's/Father's Day; Holidays; Summer/Breaks; Weekends; then Weekdays. If the parents have more than one child, the parenting time will be exercised with all children together. Each parent has a duty to facilitate and encourage the other parent's parenting time with the children.

1. **WEEKENDS:** The non-residential parent shall have parenting time on alternate weekends from Friday at 6:00 p.m. to Sunday at 6:00 p.m. (Exception – not applicable during summer vacation)

2. **WEEKDAY:** The non-residential parent shall have parenting time from 6:00 p.m. to 9:00 p.m. each Wednesday evening or another weekday evening by agreement. (Exception – not applicable during summer vacation)

3. **HOLIDAYS:** The father shall have the children on the holidays in Column 1 in odd-numbered years and the holidays in Column 2 in the even-numbered years. The mother shall have the children on the holidays in Column 1 in even-numbered years and the holidays in Column 2 in odd-numbered years:

***COLUMN 1***

Martin Luther King, Jr. Day  
Easter Sunday  
Fourth of July  
Beggar's Night (6:00 to 9:00 p.m.)

***COLUMN 2***

Presidents Day  
Memorial Day  
Labor Day  
Thanksgiving Day

Parenting time shall be from 9:00 a.m. the day of the holiday until 9:00 p.m., except for Beggar's Night as observed in that parent's community. When the holiday falls on a Monday immediately following a non-residential parenting time weekend, the non-residential parent shall be entitled to keep the children continuously from 6:00 p.m. Friday to 6:00 p.m. Monday.

4. **MOTHER'S/FATHER'S DAY:** On Mother's Day and Father's Day, no matter the parenting time schedule, the children shall be with the appropriate parent on those days from 9:00 a.m. to 9:00 p.m.

5. **CHRISTMAS BREAK:** In all even-numbered years, the mother shall have the children from 9:00 a.m. the day after school recesses (or 9:00 a.m. on December 20 if the children are not in school), until 9:00 p.m. December 24 and the father shall have the children from 9:00 p.m. December 24 through 6:00 p.m. January 1. In all odd-numbered years the reverse shall apply.

6. **BIRTHDAYS:** In odd-numbered years, the father shall have all the children on each child's birthday from 6:00 p.m. until 9:00 p.m. In even-numbered years, mother shall have all the children on each child's birthday from 6:00 p.m. until 9:00 p.m.

7. **SPRING BREAKS:** In odd-numbered years the father shall have all the children for the spring break from school, starting at 9:00 a.m. the day after school recesses to 6:00 p.m. the Sunday before school resumes. The mother shall have the children for spring break in the even numbered years. If all the children are not of school age, the Saturday before Easter through the Friday after Easter shall be substituted.

8. **SUMMER VACATION:** The parties shall exercise summer parenting time in alternating one week increments beginning the first Friday after the last day of school. Each period shall begin on Friday at 6:00 p.m. until the following Friday at 6:00 p.m. The alternate parenting week schedule shall continue until the children are scheduled to return to school. In the odd numbered years, the father shall start the first week. In the even numbered years, the mother shall start the first week.

If either party is employed by an employer that has an annual mandatory shut-down, that party shall have priority for parenting time during that period. If both parents have an identical shutdown period, the non-residential parent shall have priority. If the mandatory shut-down period creates a conflict with the alternating week schedule, the parties shall trade an equal amount of time as make-up for the lost shut-down parenting time.

Mid weekday and alternating weekend parenting time shall be suspended during summer vacation parenting time. Child support will not be reduced during summer parenting time.

Each parent shall provide the other parent with destination, time of departure and arrival, phone number for emergency purposes, and mode of travel and flight numbers.

In all cases, this summer vacation schedule ends at 6:00 p.m. the Friday before classes resume. That Friday the children shall be returned to the residential parent. Effective that Friday, the weekend and weekday parenting times pursuant to paragraphs 1 and 2 above shall resume. The non-residential parent's first alternating weekend shall begin the following weekend.

9. **LATE PICK-UP:** The residential parent shall have the children ready for pick-up at the start of all parenting time. The children and the residential parent have no duty to wait for the nonresidential parent to arrive for parenting time more than thirty (30) minutes, unless notified. The non-residential parent who arrives more than thirty minutes late without prior notification for a particular parenting time forfeits that parenting time, unless the residential parent agrees otherwise.

10. **DROP-OFF:** The non-residential parent will not return the children early from parenting time unless the parents agree to a different drop-off time in advance. The residential parent or other adult well-known to the children must be present when the children are returned from parenting time.

**11. CANCELING NON-RESIDENTIAL PARENTING TIME:** Except in emergency situations, the non-residential parent must give at least 24 hours advance notice when canceling any parenting time.

**12. MAKE-UP NON-RESIDENTIAL PARENTING TIME:** Make-up days shall be given if an emergency prevents scheduled parenting time. When requested by non-residential parent, all make-up parenting time shall be rescheduled and exercised within sixty (60) days of that emergency.

**13. MEDICAL TREATMENT AND EMERGENCIES:** If the children become seriously ill or injured, each parent shall notify the other parent as soon as practicable. If the children become ill or injured during their time with the non-residential parent, said parent, shall contact the residential parent to secure treatment unless the situation is a medical emergency.

**14. TELEPHONE/MAIL OR ELECTRONIC:** Neither parent shall interfere with written, voice, or electronic communications between the children and the other parent. Long-distance calls from an out of town parent shall be at that parent's expense. Non-emergency phone calls should be limited to one per day before 8:00 p.m. EST.

**15. TRANSPORTATION:** The non-residential parent has responsibility for transportation of the children to and from their home for parenting time with them and may use another adult well-known to the children for picking up or dropping off the children when necessary. Any person transporting the children may not be under the influence of alcohol or drugs, and must be a licensed, insured driver. All child restraint and seat-belt laws must be observed by the driver. Car seats should be exchanged when required.

**16. SCHOOL WORK:** Parents shall provide time for children to study and complete homework assignments, even if the completion of work interferes with the parent's plans for the children. The residential parent is responsible for providing the non-residential parent all of the school assignments and books. Summer school which is necessary for a child must be attended; regardless of which parent has the child during the summer school period.

**17. EXTRACURRICULAR ACTIVITIES:** Regardless of where the children are living, their continued participation in extracurricular activities, school related or otherwise, should not be interrupted. It shall be the responsibility of the parent with whom the children are residing at the time to discuss the scheduling of such activities with the children and to provide transportation to the activities. Each parent shall provide the other parent with notice of all extracurricular activities, complete with schedules and the name, address and telephone number of the activity leader, if available.

**18. OUT-OF-STATE RELOCATION:** If the residential parent intends to move to a residence other than the residence specified in the parenting time order or decree of the Court, that parent shall file a notice of intent to relocate with the Court. Except as provided in ORC 3109.051 (G)(2), (3), and (4), the Court shall send a copy of the notice to the non-residential parent. Upon receipt of the notice, the Court, on its own motion or the motion of the non-residential parent, of the child to revise the parenting time schedule for the child.

19. **ACCESS TO RECORDS:** The non-residential parent shall have access to the same records, same school activities and to any day-care center which the children attend on the same basis that said records or access is legally permitted to the residential parent, unless a restrictive order has been obtained from the Court. It is the responsibility of the parent obtaining a restrictive order to serve it on the appropriate organization.

20. **NOTICE OF CHANGE OF ADDRESS:** Both parents shall give written notice to the other parent immediately upon any change of address and/or phone number, unless a restrictive order has been obtained from the Court. A copy of the notice, including the parties' name and case number, shall also be provided to the Juvenile Court, 380 W. 2<sup>nd</sup> St., Dayton, Ohio 45422, Attention: Chief Deputy Clerk.

**OATH**

(Do not sign until notary is present)

I, (print name) \_\_\_\_\_, swear or affirm that I have read this document and, to the best of my knowledge and belief, the facts and information stated in this document are true, accurate and complete. I understand that if I do not tell the truth, I may be subject to penalties for perjury.

\_\_\_\_\_

Your Signature

Sworn before me and signed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

Notary Public

My Commission Expires:

\_\_\_\_\_

**OATH**

(Do not sign until notary is present.)

I, (print name) \_\_\_\_\_, swear or affirm that I have read this document and, to the best of my knowledge and belief, the facts and information stated in this document are true, accurate and complete. I understand that if I do not tell the truth, I may be subject to penalties for perjury.

\_\_\_\_\_

Your Signature

Sworn before me and signed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

Notary Public

My Commission Expires:

\_\_\_\_\_

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**THIS SECTION IS TO BE COMPLETED IN COURT**

**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.

**A. 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 \_\_\_\_\_ (Parent's name) and  
\_\_\_\_\_ % by \_\_\_\_\_ (Parent's name).

The first \$100 per child per year shall be paid by \_\_\_\_\_ (Parent's name) 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 receipts 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.

**B. 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), \_\_\_\_\_ (Parent's name), Obligor, shall pay child support in the amount of \$ \_\_\_\_\_ per child per month, for \_\_\_\_\_ (number) of 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), \_\_\_\_\_ (Parent's name), 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 of children) 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 Montgomery County 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 reasons(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 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 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 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 education 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 18<sup>th</sup> 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: WITHHOLDING FROM YOUR INCOME; ACCESS RESTRICTIONS AND DEDUCTIONS FROM YOUR ACCOUNTS IN FINANCIAL INSTITUTIONS; AND ANY OTHER ACTIONS PERMITTED BY LAW TO OBTAIN MONEY FROM YOU AND TO STAISFY 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 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### **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.

**OATH**

(Do not sign until notary is present)

I, (print name) \_\_\_\_\_, swear or affirm that I have read this document and, to the best of my knowledge and belief, the facts and information stated in this document are true, accurate and complete. I understand that if I do not tell the truth, I may be subject to penalties for perjury.

\_\_\_\_\_  
Your Signature

Sworn before me and signed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
\_\_\_\_\_

**OATH**

(Do not sign until notary is present)

I, (print name) \_\_\_\_\_, swear or affirm that I have read this document and, to the best of my knowledge and belief, the facts and information stated in tis document are true, accurate and complete. I understand that if I do not tell the truth, I may be subject to penalties for perjury.

\_\_\_\_\_  
Your Signature

Sworn before me and signed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
\_\_\_\_\_