

# Packet D – Forms for Divorce with Children

1. Affidavit 1 – AFFIDAVIT OF BASIC INFORMATION, INCOME, AND EXPENSES
2. Affidavit 2 – AFFIDAVIT OF PROPERTY AND DEBT
3. Local Form 115 – Application for Child Support Services – Non-Public Assistance  
Applicant
4. Form 11 – Answer to Complaint for Divorce With Children
5. Form 7 – Complaint for Divorce With Children
6. Form 9 – Counterclaim for Divorce
7. Affidavit 4 – HEALTH INSURANCE AFFIDAVIT
8. Form 15 – Judgment Entry – Decree of Divorce with Children
9. Local Form 107 – MARITAL BALANCE SHEET (Excel)
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IN THE COURT OF COMMON PLEAS  
\_\_\_\_\_  
DIVISION  
\_\_\_\_\_  
COUNTY,  
OHIO

\_\_\_\_\_  
Plaintiff/Petitioner 1

vs./and

\_\_\_\_\_  
Defendant/Petitioner 2

Case No. \_\_\_\_\_

Judge \_\_\_\_\_

Magistrate \_\_\_\_\_

**Instructions:** Check local court rules to determine when this form must be filed. This affidavit is used to make complete disclosure of income, expenses, and money owed. It is used to determine child and spousal support. Do not leave any category blank. For each item, if none, put "NONE." If you do not know exact figures for any item, give your best estimate, and put "EST." **If you need more space, add additional pages.**

**AFFIDAVIT OF BASIC INFORMATION, INCOME, AND EXPENSES**

Affidavit of \_\_\_\_\_  
(Print Name)

Date of marriage \_\_\_\_\_ Date of separation \_\_\_\_\_

**SECTION I – BASIC INFORMATION**

Plaintiff/Petitioner 1

Defendant/Petitioner 2

Date of Birth _____	Date of Birth _____
Last 4 Digits of Social Security # XXX-XX-____	Last 4 Digits of Social Security # XXX-XX-____
Phone Number _____	Phone Number _____
Email Address _____	Email Address _____
Is an interpreter needed? <input type="checkbox"/> Yes or <input type="checkbox"/> No If yes, explain: _____	Is an interpreter needed? <input type="checkbox"/> Yes or <input type="checkbox"/> No If yes, explain: _____
Health: <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor If health is not good, please explain: _____ _____	Health: <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor If health is not good, please explain: _____ _____

Education: ( <i>Check highest level achieved</i> ) <input type="checkbox"/> Grade School <input type="checkbox"/> High School <input type="checkbox"/> Associate <input type="checkbox"/> Bachelor's <input type="checkbox"/> Post Graduate	Education: ( <i>Check highest level achieved</i> ) <input type="checkbox"/> Grade School <input type="checkbox"/> High School <input type="checkbox"/> Associate <input type="checkbox"/> Bachelor's <input type="checkbox"/> Post Graduate
Other Technical Certifications:  Active Member of the U.S. Military <input type="checkbox"/> Yes <input type="checkbox"/> No	Other Technical Certifications:  Active Member of the U.S. Military <input type="checkbox"/> Yes <input type="checkbox"/> No

## SECTION II – INCOME

	<b><u>Plaintiff/Petitioner 1</u></b>	<b><u>Defendant/Petitioner 2</u></b>
Employed	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Date of Employment	_____	_____
Name of Employer	_____	_____
Payroll Address	_____	_____
Payroll City, State, Zip	_____	_____
Scheduled Paychecks Per Year	<input type="checkbox"/> 12 <input type="checkbox"/> 24 <input type="checkbox"/> 26 <input type="checkbox"/> 52	<input type="checkbox"/> 12 <input type="checkbox"/> 24 <input type="checkbox"/> 26 <input type="checkbox"/> 52

### A. YEARLY INCOME, OVERTIME, COMMISSIONS, AND BONUSES FOR PAST THREE YEARS

	<b><u>Plaintiff/Petitioner 1</u></b>	Year	<b><u>Defendant/Petitioner 2</u></b>
Base yearly income	\$ _____	3 years ago — 20__	\$ _____
	\$ _____	2 years ago — 20__	\$ _____
	\$ _____	Last year — 20__	\$ _____
Yearly overtime, commissions, and/or bonuses	\$ _____	3 years ago — 20__	\$ _____
	\$ _____	2 years ago — 20__	\$ _____
	\$ _____	Last year — 20__	\$ _____

### B. COMPUTATION OF CURRENT INCOME

	<b>Plaintiff/Petitioner 1</b>	<b>Defendant/Petitioner 2</b>
Base Yearly Income	\$ _____	\$ _____
Average yearly overtime, commissions, and/or bonuses over last 3 years (from part A)	\$ _____	\$ _____

	Plaintiff/Petitioner 1	Defendant/Petitioner 2
Unemployment Compensation	\$ _____	\$ _____
Disability Benefits		
Workers' Compensation	\$ _____	\$ _____
Social Security	\$ _____	\$ _____
Other: _____	\$ _____	\$ _____
Retirement Benefits		
Social Security	\$ _____	\$ _____
Other: _____	\$ _____	\$ _____
Spousal Support Received	\$ _____	\$ _____
Interest and dividend income (source) _____	\$ _____	\$ _____
Other income (type and source) _____	\$ _____	\$ _____
<b>TOTAL YEARLY INCOME</b>	\$ _____	\$ _____
Supplemental Security Income (SSI) and/or public assistance	\$ _____	\$ _____
Social Security or Veteran's benefits received for child(ren)		
<input type="checkbox"/> Based on parent's disability		
<input type="checkbox"/> Based on child's disability	\$ _____	\$ _____
Child support you receive from a child support enforcement agency or court order for minor and/or dependent child(ren) not of the marriage or relationship	\$ _____	\$ _____

### SECTION III – CHILDREN AND HOUSEHOLD RESIDENTS

Minor and/or dependent child(ren) who is/are adopted or born from this marriage or relationship:

Name	Date of birth	Living with
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

In addition to the above child(ren):

Plaintiff/Petitioner 1 has \_\_\_\_\_ other minor biological or adopted child(ren).

Defendant/Petitioner 2 has \_\_\_\_\_ other minor biological or adopted child(ren).

There is/are \_\_\_\_\_ adult(s) in your household.

#### **SECTION IV – EXPENSES**

List monthly expenses below for your present household.

##### **A. MONTHLY HOUSING EXPENSES**

Rent or first mortgage (including taxes and insurance)	\$ _____
Second mortgage/equity line of credit	\$ _____
Real estate taxes (if not included above)	\$ _____
Renter or homeowner's insurance (if not included above)	\$ _____
Homeowner or condominium association fee	\$ _____
Utilities	
◦ Electric	\$ _____
◦ Gas, fuel oil, propane	\$ _____
◦ Water and sewer	\$ _____
◦ Telephone and/or cell phone	\$ _____
◦ Trash collection	\$ _____
◦ Cable/satellite television	\$ _____
◦ Internet service	\$ _____
Cleaning	\$ _____
Lawn service and/or snow removal	\$ _____
Other: _____	\$ _____
_____	\$ _____
<b>TOTAL MONTHLY:</b>	<b>\$ _____</b>

##### **B. OTHER MONTHLY LIVING EXPENSES**

Food	
◦ Groceries (including food, paper, cleaning products, toiletries, and other)	\$ _____
◦ Restaurant	\$ _____
Transportation	
◦ Vehicle loan, lease	\$ _____
◦ Vehicle maintenance	\$ _____
◦ Gasoline	\$ _____

◦ Parking, public transportation	\$ _____
Clothing	
◦ Clothes (other than child(ren)'s)	\$ _____
◦ Dry cleaning and laundry	\$ _____
Personal grooming	
◦ Hair and nail care	\$ _____
◦ Other: _____	\$ _____
Other: _____	\$ _____
<b>TOTAL MONTHLY:</b>	<b>\$ _____</b>

**C. MONTHLY MINOR CHILD-RELATED EXPENSES**  
(for child(ren) of the marriage or relationship)

Work and/or education-related child care	\$ _____
Other child care	\$ _____
Extraordinary parenting time travel cost	\$ _____
School tuition	\$ _____
School lunches	\$ _____
School supplies	\$ _____
Extracurricular activities and lessons	\$ _____
Clothing	\$ _____
Child(ren)'s allowances	\$ _____
Special and extraordinary needs of child(ren) (not included elsewhere)	\$ _____
Other: _____	\$ _____
<b>TOTAL MONTHLY:</b>	<b>\$ _____</b>

**D. MONTHLY INSURANCE PREMIUMS**

Life	\$ _____
Auto	\$ _____
Health	\$ _____
Disability	\$ _____
Other: _____	\$ _____
<b>TOTAL MONTHLY:</b>	<b>\$ _____</b>

**E. MONTHLY WORK AND EDUCATION EXPENSES FOR SELF**

Mandatory work expenses (union dues, uniforms, or other)	\$ _____
Additional income taxes paid (not deducted from wages)	\$ _____
Tuition	\$ _____
Books, fees, and other	\$ _____
College loan	\$ _____
Other: _____	\$ _____
_____	\$ _____
<b>TOTAL MONTHLY:</b>	<b>\$ _____</b>

**F. MONTHLY HEALTH CARE EXPENSES**

(not covered by insurance)

Physicians	\$ _____
Dentists and orthodontists	\$ _____
Optometrists and opticians	\$ _____
Prescriptions	\$ _____
Other: _____	\$ _____
<b>TOTAL MONTHLY:</b>	<b>\$ _____</b>

**G. MISCELLANEOUS MONTHLY EXPENSES**

Extraordinary obligations for other minor/handicapped child(ren) [for child(ren) who were not born of this marriage or relationship and were not adopted by these parties]	\$ _____
Child support for child(ren) who were not born of this marriage or relationship and were not adopted by these parties	\$ _____
Expenses paid for adult child(ren) or other dependent(s)	\$ _____
Spousal support paid to former spouse(s)	\$ _____
Subscriptions and books	\$ _____
Charitable contributions	\$ _____
Memberships (associations and clubs)	\$ _____
Travel and vacations	\$ _____
Pets	\$ _____
Gifts	\$ _____
Attorney fees	\$ _____

Other: \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
**TOTAL MONTHLY: \$ \_\_\_\_\_**

**H. MONTHLY INSTALLMENT PAYMENTS INCLUDING BANKRUPTCY PAYMENTS**

*(Do not repeat expenses already listed.)*

Examples: car, credit card, rent-to-own, or cash advance payments

To whom paid	Purpose	Balance due	Monthly payment
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
<b>TOTAL MONTHLY:</b>			<b>\$ _____</b>

**GRAND TOTAL MONTHLY EXPENSES (Sum of A through H): \$ \_\_\_\_\_**



**OATH OR AFFIRMATION**  
(Do not sign until Notary Public is present)

I, (print name) \_\_\_\_\_, swear or affirm that I have read this Affidavit and, to the best of my knowledge and belief, the facts and information stated in this Affidavit 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

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) **SS**

Sworn to or affirmed before me by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

Commission Expiration Date: \_\_\_\_\_

(Affix seal here)

# IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

Plaintiff/Petitioner 1

vs./and

Defendant/Petitioner 2

Case No. \_\_\_\_\_

Judge \_\_\_\_\_

Magistrate \_\_\_\_\_

**Instructions:** Check local court rules to determine when this form must be filed. List ALL OF YOUR PROPERTY AND DEBTS, THE PROPERTY AND DEBTS OF YOUR SPOUSE, AND ANY JOINT PROPERTY OR DEBTS. You must provide the most recent value for each asset and balance owed for each debt. Do not leave any category blank. For each item, if none, put "NONE." If you do not know exact figures for any item, give your best estimate, and put "EST." **If more space is needed, add additional pages.**

## AFFIDAVIT OF PROPERTY AND DEBT

Affidavit of \_\_\_\_\_  
(Print Name)

### I. REAL ESTATE INTERESTS

<u>Address</u>	<u>Present Fair Market Value</u>	<u>Titled To</u>	<u>Mortgage Balance</u>	<u>Equity</u>
1. _____ _____	\$ _____	_____	\$ _____	\$ _____
2. _____ _____	\$ _____	_____	\$ _____	\$ _____

TOTAL SECTION I: REAL ESTATE INTERESTS: \$ \_\_\_\_\_

### II. OTHER ASSETS

<u>Category</u>	<u>Description</u>	<u>Titled To</u>	<u>Value</u>
<b>A. Vehicles and Other Certificate of Title Property</b>	(Include model and year of automobiles, trucks, motorcycles, boats, motors, motor homes, trailers, ATVs, snowmobiles, jet skis, etc.)		
1. _____	_____	_____	\$ _____
2. _____	_____	_____	\$ _____

<u>Category</u>	<u>Description</u>	<u>Titled To</u>	<u>Value</u>
3. _____	_____	_____	\$ _____
4. _____	_____	_____	\$ _____
5. _____	_____	_____	\$ _____
6. _____	_____	_____	\$ _____
<b>B. Financial Accounts</b>	(Include checking, savings, CDs, POD accounts, money market accounts, etc.)		
1. _____	_____	_____	\$ _____
2. _____	_____	_____	\$ _____
3. _____	_____	_____	\$ _____
4. _____	_____	_____	\$ _____
<b>C. Pensions &amp; Retirement Plans</b>	(Include profit-sharing, IRAs, 401(k) plans, etc. Describe each type of plan)		
1. _____	_____	_____	\$ _____
2. _____	_____	_____	\$ _____
3. _____	_____	_____	\$ _____
4. _____	_____	_____	\$ _____
<b>D. Publicly Held Stocks, Bonds, Securities &amp; Mutual Funds</b>	(Name of company and number of shares)		
1. _____	_____	_____	\$ _____
2. _____	_____	_____	\$ _____
3. _____	_____	_____	\$ _____
4. _____	_____	_____	\$ _____

<u>Category</u>	<u>Description</u>	<u>Titled To</u>	<u>Value</u>
<b>E. Closely Held Stocks &amp; Other Business Interests and Name of Company</b>	(Type of ownership and number of shares)		
1. _____	_____	_____	\$ _____
2. _____	_____	_____	\$ _____
<b>F. Life Insurance (Company Name and Term or Whole Life)</b>	(Insured Life)		Cash Value and Loan Balance, if any
1. _____	_____	_____	\$ _____
2. _____	_____	_____	\$ _____
3. _____	_____	_____	\$ _____
4. _____	_____	_____	\$ _____
<b>G. Furniture &amp; Household Goods, Furnishings, and Appliances</b>			
1. _____	_____	_____	\$ _____
2. _____	_____	_____	\$ _____
3. _____	_____	_____	\$ _____
4. _____	_____	_____	\$ _____
<b>H. Safe Deposit Box</b> (Give location and contents)			
1. _____	_____	_____	\$ _____
2. _____	_____	_____	\$ _____
3. _____	_____	_____	\$ _____
4. _____	_____	_____	\$ _____
<b>I. All Other Assets Not Listed Above</b> (including jewelry, art, tools, firearms, and other collectibles)	(If necessary, attach additional pages)		
1. _____	_____	_____	\$ _____
2. _____	_____	_____	\$ _____
<b>TOTAL SECTION II: OTHER ASSETS:</b>			<b>\$ _____</b>

### III. SEPARATE PROPERTY CLAIMS

Separate property includes, but is not limited to, property owned before marriage and gifts or inheritances to only one spouse.

Description	Why do you claim this as separate property?	Present Fair Market Value
1. _____	_____	\$ _____
2. _____	_____	\$ _____
3. _____	_____	\$ _____
4. _____	_____	\$ _____
<b>TOTAL SECTION III: SEPARATE PROPERTY CLAIMS: \$ _____</b>		

### IV. DEBT

List ALL OF YOUR DEBTS, your spouse's debts, and any joint debts. Do not leave any category blank. For each item, if none, put "NONE." If you don't know exact figures for any item, give your best estimate, and put "EST." **If more space is needed to explain, please attach an additional page with the explanation and identify which question you are answering.**

Type	Name of Creditor	Name on Account	Total Debt Due	Monthly Payment
<b>A. Secured Debt (Mortgages, Car, etc.)</b>				
1. _____	_____	_____	\$ _____	\$ _____
2. _____	_____	_____	\$ _____	\$ _____
3. _____	_____	_____	\$ _____	\$ _____
4. _____	_____	_____	\$ _____	\$ _____
5. _____	_____	_____	\$ _____	\$ _____
<b>B. Unsecured Debt (Credit cards, medical bills, other debts)</b>				
1. _____	_____	_____	\$ _____	\$ _____
2. _____	_____	_____	\$ _____	\$ _____
3. _____	_____	_____	\$ _____	\$ _____

Type	Name of Creditor	Name on Account	Total Debt Due	Monthly Payment
4. _____	_____	_____	\$ _____	\$ _____
5. _____	_____	_____	\$ _____	\$ _____
<b>TOTAL SECTION IV: DEBT:</b>			<b>\$ _____</b>	

#### V. BANKRUPTCY

Filed by	Date of Filing	Date of Discharge or Relief from Stay	Type of Case (Ch. 7, 11, 12, 13)	Current Monthly Payments
1. _____	_____	_____	\$ _____	\$ _____
2. _____	_____	_____	\$ _____	\$ _____
<b>TOTAL SECTION V: BANKRUPTCY:</b>			<b>\$ _____</b>	

#### OATH OR AFFIRMATION

*(Do not sign until Notary Public is present)*

I, (print name) \_\_\_\_\_, swear or affirm that I have read this Affidavit and, to the best of my knowledge and belief, the facts and information stated in this Affidavit 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

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) **SS**

Sworn to or affirmed before me by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

Commission Expiration Date: \_\_\_\_\_

(Affix seal here)

## APPLICATION FOR CHILD SUPPORT SERVICES NON-PUBLIC ASSISTANCE APPLICANT/RECIPIENT

**IMPORTANT:** If you are receiving ADC or Medicaid, do not complete this application because you became eligible for child support services when you signed the ADC/Medicaid application.

I, \_\_\_\_\_, request child support services from the Summit County CSEA (Child Support Enforcement Agency). I understand and agree to the following:

- A. I am a resident of the county in which services are requested and no other Ohio county has jurisdiction over support – OR – I am requesting services from the Ohio county of jurisdiction.
- B. The only fee that can be charged for services is a one dollar application fee. Some counties pay this fee for the applicants.
- C. Recipients of child support services shall cooperate to the best of their ability with the CSEA. (See attached rights and responsibility information).
- D. In providing IV-D services, the CSEA and any of its contracted agents (e.g., prosecutors, attorneys, hearing officers, etc.) represent the best interest of the children of the state of Ohio and do not represent any IV-D recipient or the IV-D recipient's personal interest.

The Child Support Enforcement Agency can assist you in providing the following services:

- 1. Location of Absent Parents.**  
The agency can assist in finding where an absent parent is currently living, in what city, town, or state. The applicant can request 'Location Only Services', if the sole need is to find the whereabouts of the absent parent.
- 2. Establishment or Adjustment of Child Support and Medical Support.**  
The CSEA can assist you to obtain an order for support if you are separated, have been deserted, or need to establish paternity (fatherhood). The CSEA can also assist you in changing the amount of support orders (adjustment), and to establish a medical support order.
- 3. Enforcement of Existing Orders.**  
The CSEA can help you collect current and past-due child support.
- 4. Federal and State Income Tax Refund Offset Submittals for the Collection of Child Support Arrearages.**  
The agency can collect past-due support (arrearages) by intercepting a payor's federal and state income tax refunds in some cases.
- 5. Withholding of Wages and Unearned Income for the Payment of Court Ordered Support.**  
The agency can help you get payroll deductions for current and past-due child support and can intercept unemployment compensation to collect child support.
- 6. Establishment of Paternity.**  
The agency can obtain an order for the establishment of paternity (fatherhood), if you were not married to the father of the child. An absent parent may request paternity services.
- 7. Collection and Disbursement of Payments.**  
The CSEA can collect the child support for you, and send you a check for the amount of the payments received. Past-due support collected will be paid to you until all of the past-due support you are owed is paid.
- 8. Interstate Collection of Child Support.**  
The agency can assist you in collecting support if the payor is living in another state or in some foreign countries.

## APPLICANT INFORMATION

Name:	_____	Date of Birth:	_____
Home Address:	_____ _____ _____	Mailing Address:	_____ _____ _____
Home Phone #:	_____		
Social Security #:	_____	Sex:	_____
Race:	_____	<input type="checkbox"/> Single	<input type="checkbox"/> Married
Relationship to Children:	_____	<input type="checkbox"/> Divorced	<input type="checkbox"/> Separated
Military Service	_____	Ever been on	
(Branch, Dates):	_____ _____ _____	Public Assistance?	_____
		(When and Where)	_____ _____ _____

## EMPLOYER INFORMATION

Employer Name:	_____	Employer Phone #:	_____
Employer	_____	Is Medical Insurance Available?	_____
Address:	_____ _____ _____		

	CHILD 1	CHILD 2	CHILD 3
Name:	_____	_____	_____
Sex:	_____	_____	_____
Race:	_____	_____	_____
Social Security #:	_____	_____	_____
Date of Birth:	_____	_____	_____
Home Address:	_____ _____ _____	_____ _____ _____	_____ _____ _____
Location of Birth:	_____	_____	_____



(Country, State, City)			
Has Paternity (Fatherhood) been Established?			
Name(s) of Absent Parent(s):			
Is there an Order for Support?			
Is the Child covered by Medical Insurance?			

### ABSENT PARENT INFORMATION

	PARENT 1	PARENT 2	PARENT 3
Name (and alias):			
Home Address:			
Mailing Address:			
Social Security #:			
Date of Birth:			
Location of Birth (Country, State, City):			
Race:			
Sex:			
Height / Weight:			
Hair / Eye Color:			
Identifying Marks (Tattoos, scars, etc.):			
Names of Children:			
Name and Address of Employer:			

Employer Phone #:			
Medical Insurance Provided?			
Support Order #:			
Date of Support Order:			
Amount of Support:	\$	\$	\$
Order Frequency:	Per	Per	Per
Location where Order was issued:			
Military Service (Branch, Dates):			
Ever Incarcerated? (Location, Dates):			
Arrest Record (Location, Dates):			
Name, Address Current Spouse:			
Father's Name:			
Mother's Name (Maiden):			
Ever been on Public Assistance? (Location, Dates)			

Type(s) of Service(s) Requested:

- ☒ All services listed
- ☐ Location of absent parent only
- ☐ Other (please explain)

I understand that the Child Support Agency within 20 days of receiving this application will contact me by a written notice to inform me if my case has been accepted for child support services (IV-D Services).

Signature of Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

Name

Street Address

City, State and Zip Code

Case No.

Judge

Magistrate

Plaintiff

vs.

Name

Street Address

City, State and Zip Code

Defendant

**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:** This form is used in response to a filing of a Complaint for Divorce with Children, and allows you to agree with or dispute the statements made in the Complaint for Divorce with Children. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

**ANSWER TO COMPLAINT FOR DIVORCE WITH CHILDREN**

In Answer to Plaintiff's Complaint for Divorce, Defendant states as follows:

**ADMIT    DENY**

1. Plaintiff has been a resident of the State of Ohio for at least six (6) months immediately before filing the Complaint.
2. Plaintiff has been a resident of the County stated in the Complaint for at least ninety (90) days immediately before filing the Complaint; OR  
Defendant resides in the County where the Complaint was filed.

**ADMIT    DENY**

3. The date of Plaintiff and Defendant's marriage stated in the Complaint.  
The place of Plaintiff and Defendant's marriage stated in the Complaint.
4. Neither party is pregnant.  
A party is pregnant.
5. The child(ren) stated in the Complaint was/were born of the relationship prior to the marriage.  
The child(ren) stated in the Complaint was/were born from or adopted during this marriage.  
The child(ren) stated in the Complaint was/were born from or adopted during this marriage or relationship and is/are mentally or physically disabled and will be incapable of supporting or maintaining themselves.  
The child(ren) stated in the Complaint is/are subject to an existing order of parenting or support of another Court.  
One party is not the parent of the child(ren) stated in the Complaint who was/were born during the marriage.
6. Plaintiff is an active-duty servicemember of the United States military.  
Defendant is an active-duty servicemember of the United States military.
7. Defendant further admits or denies the following grounds for divorce:  
Plaintiff and Defendant are incompatible.  
Plaintiff and Defendant have lived separate and apart without cohabitation and without interruption for one (1) year.  
Plaintiff or Defendant had a Husband or Wife living at the time of the marriage.  
Defendant has been willfully absent for one (1) year.  
Defendant is guilty of adultery.  
Defendant is guilty of extreme cruelty.  
Defendant is guilty of fraudulent contract.  
Defendant is guilty of gross neglect of duty.  
Defendant is guilty of habitual drunkenness.  
Defendant is imprisoned in a state or federal correctional institution at the time of filing the Complaint.  
Defendant procured a divorce outside this state by virtue of which Defendant has been released from the obligations of the marriage, while those obligations remain binding on Plaintiff.
8. Plaintiff and Defendant are owners of real estate and/or personal property.
9. Defendant denies any allegations not specifically admitted.

Defendant requests: (*select one*)

the Complaint for Divorce be dismissed OR

a divorce be granted and any further relief deemed proper.

\_\_\_\_\_  
Attorney or Self Represented Party Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Supreme Court Reg No. (if any)

### **CERTIFICATE OF SERVICE**

*(Check the boxes that apply)*

Defendant delivered a copy of the Answer to Complaint for Divorce with Children.

On: (Date) \_\_\_\_\_, 20 \_\_\_\_\_

To: (Print name of other party's attorney or, if there is no attorney, print name of the party)

\_\_\_\_\_

At: (Print address or fax number) \_\_\_\_\_

\_\_\_\_\_

By: As instructed in the Request for Service (Uniform Domestic Relations Form 31/Juvenile Form 10)  
filed with the Clerk of Courts

Regular U.S. Mail

Fax

Hand Delivery

Other: \_\_\_\_\_

\_\_\_\_\_  
Signature

IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

Name

Case No.

Street Address

Judge

City, State and Zip Code

Magistrate

Plaintiff

vs.

Name

Street Address

City, State and Zip Code

Defendant

**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:** This form is used to request a divorce if you and your spouse have (a) minor child(ren), adult child(ren) attending high school, or child(ren) with disabilities, and/or a party is pregnant. Check to determine if you meet the residency requirement to file in this county. A Request for Service (Uniform Domestic Relations Form 31/Juvenile Form 10) and a Parenting Proceeding Affidavit (Uniform Domestic Relations Form - Affidavit 3) must be filed with this form. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

COMPLAINT FOR DIVORCE WITH CHILDREN

Now comes Plaintiff and states as follows:

1. Plaintiff has been a resident of the State of Ohio for at least six (6) months immediately before filing this Complaint.
2. ☐ Plaintiff has been a resident of \_\_\_\_\_ County for at least ninety (90) days immediately before filing this Complaint; OR  
☐ The Defendant resides in \_\_\_\_\_ County where this Complaint is filed.

3. Plaintiff and Defendant were married on \_\_\_\_\_ (date of marriage)  
in \_\_\_\_\_ (city or county, and state).

4. ☐ Neither party is pregnant OR ☐ a party is pregnant.

5. *Check all that apply:* (If more space is needed, add additional pages)

☐ The following child(ren) was/were born of the parties' relationship prior to the marriage:

**Name of Child**

**Date of Birth**

_____	_____
_____	_____
_____	_____
_____	_____

☐ The following child(ren) was/were born from or adopted during this marriage:

**Name of Child**

**Date of Birth**

_____	_____
_____	_____
_____	_____
_____	_____

☐ The following child(ren) was/were born from or adopted during this marriage or relationship and is/are mentally or physically disabled and will be incapable of supporting or maintaining themselves:

**Name of Child**

**Date of Birth**

_____	_____
_____	_____
_____	_____

☐ The following child(ren) is/are subject to an existing order of parenting or support of another Court:

**Name of Child**

**Date of Birth**

_____	_____
_____	_____

☐ One party is not the parent of the following child(ren) who was/were born during the marriage:

**Name of Child**

**Date of Birth**

_____	_____
_____	_____

6. Military Service:

☐ Neither Plaintiff nor Defendant is an active-duty servicemember of the United States military.

☐ Plaintiff and/or ☐ Defendant is an active-duty servicemember of the United States military.

7. Plaintiff is entitled to a divorce from Defendant based upon the following grounds: *(check all that apply)*
- ☐ Plaintiff and Defendant are incompatible.
  - ☐ Plaintiff and Defendant have lived separate and apart without cohabitation and without interruption for one (1) year.
  - ☐ Plaintiff or Defendant had a Husband or Wife living at the time of the marriage.
  - ☐ Defendant has been willfully absent for one (1) year.
  - ☐ Defendant is guilty of adultery.
  - ☐ Defendant is guilty of extreme cruelty.
  - ☐ Defendant is guilty of fraudulent contract.
  - ☐ Defendant is guilty of gross neglect of duty.
  - ☐ Defendant is guilty of habitual drunkenness.
  - ☐ Defendant is imprisoned in a state or federal correctional institution at the time of filing this Complaint.
  - ☐ Defendant procured a divorce outside this state by virtue of which Defendant has been released from the obligations of the marriage, while those obligations remain binding on Plaintiff.
8. Plaintiff and Defendant are owners of real estate and/or personal property.

Plaintiff requests that a divorce be granted from Defendant. Plaintiff further requests that the Court determine an equitable division of property and debts and order the following: *(check all that apply)*

- ☐ Plaintiff be designated the residential parent and legal custodian of the following minor child(ren):  
\_\_\_\_\_;
  - ☐ Defendant be designated the residential parent and legal custodian of the following minor child(ren):  
\_\_\_\_\_;
  - ☐ the non-residential parent be granted specific parenting time;
  - ☐ Plaintiff and Defendant be granted shared parenting of the following minor child(ren):  
\_\_\_\_\_  
pursuant to a Shared Parenting Plan (Uniform Domestic Relations Form 20), which Plaintiff will prepare and file with the Court;
  - ☐ Defendant pay child support, cash medical support, and health care expenses;
  - ☐ Defendant pay spousal support;
  - ☐ Plaintiff be restored to the former name of \_\_\_\_\_;
  - ☐ Defendant pay Plaintiff's attorney fees;
  - ☐ Defendant pay the Court costs of the proceeding;
- and any further relief deemed proper.

\_\_\_\_\_  
Attorney or Self Represented Party Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Supreme Court Reg No. (if any)



IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

Name \_\_\_\_\_ Case No. \_\_\_\_\_  
Street Address \_\_\_\_\_ Judge \_\_\_\_\_  
City, State and Zip Code \_\_\_\_\_ Magistrate \_\_\_\_\_

Plaintiff

vs.

Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State and Zip Code \_\_\_\_\_

Defendant

**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:** After a Complaint has been filed, this form is used by a Defendant to request a divorce if you and your spouse have (a) minor child(ren), adult child(ren) attending high school, or child(ren) with disabilities, and/or a party is pregnant. A Request for Service (Uniform Domestic Relations Form 31/Juvenile Form 10) and a Parenting Proceeding Affidavit (Uniform Domestic Relations Form - Affidavit 3) must be filed with this form. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

**COUNTERCLAIM FOR DIVORCE WITH CHILDREN**

Now comes Defendant and states as follows:

1. Plaintiff filed a Complaint for Divorce or a Complaint for Legal Separation.
2. Plaintiff alleged proper jurisdiction and venue.

3. Plaintiff and Defendant were married on \_\_\_\_\_ (date of marriage)  
in \_\_\_\_\_ (city or county, and state).

4. ☐ Neither party is pregnant OR ☐ a party is pregnant.

5. *Check all that apply:* (If more space is needed, add additional pages)

☐ The following child(ren) was/were born of the parties' relationship prior to the marriage:

<b>Name of Child</b>	<b>Date of Birth</b>
_____	_____
_____	_____
_____	_____
_____	_____

☐ The following child(ren) was/were born from or adopted during this marriage:

<b>Name of Child</b>	<b>Date of Birth</b>
_____	_____
_____	_____
_____	_____
_____	_____

☐ The following child(ren) was/were born from or adopted during this marriage or relationship and is/are mentally or physically disabled and will be incapable of supporting or maintaining themselves:

<b>Name of Child</b>	<b>Date of Birth</b>
_____	_____
_____	_____

☐ The following child(ren) is/are subject to an existing order of parenting or support of another Court:

<b>Name of Child</b>	<b>Date of Birth</b>
_____	_____
_____	_____

☐ One party is not the parent of the following child(ren) who was/were born during the marriage:

<b>Name of Child</b>	<b>Date of Birth</b>
_____	_____
_____	_____

6. Military Service:

- ☐ Neither Plaintiff nor Defendant is an active-duty servicemember of the United States military.  
☐ Plaintiff and/or ☐ Defendant is an active-duty servicemember of the United States military.

7. Defendant is entitled to a divorce from Plaintiff based upon the following grounds: *(check all that apply)*
- ☐ Plaintiff and Defendant are incompatible.
  - ☐ Plaintiff and Defendant have lived separate and apart without cohabitation and without interruption for one (1) year.
  - ☐ Plaintiff or Defendant had a Husband or Wife living at the time of the marriage.
  - ☐ Plaintiff has been willfully absent for one (1) year.
  - ☐ Plaintiff is guilty of adultery.
  - ☐ Plaintiff is guilty of extreme cruelty.
  - ☐ Plaintiff is guilty of fraudulent contract.
  - ☐ Plaintiff is guilty of gross neglect of duty.
  - ☐ Plaintiff is guilty of habitual drunkenness.
  - ☐ Plaintiff is imprisoned in a state or federal correctional institution at the time of filing the Complaint.
  - ☐ Plaintiff procured a divorce outside this state by virtue of which Plaintiff has been released from the obligations of the marriage, while those obligations remain binding on Defendant.

8. Plaintiff and Defendant are owners of real estate and/or personal property.

Defendant requests that a divorce be granted from Plaintiff. Defendant further requests that the Court determine an equitable division of property and debts and order the following: *(check all that apply)*

- ☐ Plaintiff be designated the residential parent and legal custodian of the following minor child(ren):  
\_\_\_\_\_;
  - ☐ Defendant be designated the residential parent and legal custodian of the following minor child(ren):  
\_\_\_\_\_;
  - ☐ the non-residential parent be granted specific parenting time;
  - ☐ Plaintiff and Defendant be granted shared parenting of the following minor child(ren):  
\_\_\_\_\_  
pursuant to a Shared Parenting Plan (Uniform Domestic Relations Form 20), which Defendant will prepare and file with the Court;
  - ☐ Plaintiff pay child support, cash medical support, and health care expenses;
  - ☐ Plaintiff pay spousal support;
  - ☐ Defendant be restored to the former name of \_\_\_\_\_;
  - ☐ Plaintiff pay Defendant's attorney fees;
  - ☐ Plaintiff pay the court costs of the proceeding;
- and any further relief deemed proper.

\_\_\_\_\_  
Attorney or Self Represented Party Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Supreme Court Reg No. (if any)

**CERTIFICATE OF SERVICE**  
(Check the boxes that apply)

Defendant delivered a copy of the Counterclaim for Divorce with Children.

On: (Date) \_\_\_\_\_, 20 \_\_\_\_\_

To: (Print name of other party's attorney or, if there is no attorney, print name of the party)

\_\_\_\_\_

At: (Print address or fax number) \_\_\_\_\_

\_\_\_\_\_

By: ☐ As instructed in the Request for Service (Uniform Domestic Relations Form 31/Juvenile Form 10)  
filed with the Clerk of Courts

☐ Regular U.S. Mail

☐ Fax

☐ Hand Delivery

☐ Other: \_\_\_\_\_

\_\_\_\_\_  
Signature

IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

Plaintiff/Petitioner 1

vs./and

Defendant/Petitioner 2

Case No. \_\_\_\_\_

Judge \_\_\_\_\_

Magistrate \_\_\_\_\_

**Instructions:** Check local court rules to determine when this form must be filed. This affidavit is used to disclose health insurance coverage that is available for children of the relationship. It is also used to determine child support. **If more space is needed, add additional pages.**

HEALTH INSURANCE AFFIDAVIT

Affidavit of \_\_\_\_\_  
(Print Name)

**Plaintiff/Petitioner 1**

**Defendant/Petitioner 2**

Is/are your child(ren) currently enrolled in a government-provided program (i.e. Healthy Start/ Medicaid)?

☐ Yes ☐ No

☐ Yes ☐ No

Is/are your child(ren) enrolled in an individual (non-group or COBRA) health insurance plan?

☐ Yes ☐ No

☐ Yes ☐ No

Is/are your child(ren) enrolled in a plan found through the exchange/Affordable HealthCare Marketplace?

☐ Yes ☐ No

☐ Yes ☐ No

Is/are your child(ren) enrolled in a health insurance plan through a group (employer or other organization)?

☐ Yes ☐ No

☐ Yes ☐ No

If your child(ren) is/are not enrolled, does/do he/she/they have health insurance available through a group (employer or other organization)?

☐ Yes ☐ No

☐ Yes ☐ No

Does the available insurance cover primary care services within 30 miles of the children's home?

☐ Yes ☐ No

☐ Yes ☐ No

Under the available insurance, what is the annual premium you pay for family coverage?

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Name of group (employer or organization) that provides health insurance

Address

Phone Number

*(Do not sign until Notary Public is present)*

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

**THE COURT OF COMMON PLEAS  
DOMESTIC RELATIONS DIVISION  
SUMMIT COUNTY, OHIO**

Name	)	CASE NO. _____
	)	
Street Address	)	JUDGE _____
	)	
City, State and Zip Code	)	MAGISTRATE _____
	)	
-VS.-	)	
	)	
Name	)	
	)	
Street Address	)	<b><u>JUDGMENT ENTRY</u></b>
	)	
City, State and Zip Code	)	<b><u>DECREE OF DIVORCE WITH CHILDREN</u></b>

This matter came on for final hearing on \_\_\_\_\_ before ☐ Judge ☐ Magistrate  
\_\_\_\_\_ upon Plaintiff's Complaint for Divorce with Children filed on \_\_\_\_\_ and/or  
Defendant's Counterclaim filed on \_\_\_\_\_ and upon the following:  
\_\_\_\_\_.

**FINDINGS**

Upon a review of the record, testimony, and evidence presented, the Court makes the following findings:

Check all that apply:

- A. ☐ Defendant was properly served with Summons, a copy of the Complaint, and both parties received Notice of Hearing.
- ☐ Defendant filed a Waiver of Service.
- ☐ Defendant filed an Answer to Plaintiff's Complaint.
- ☐ Defendant failed to file an Answer to Plaintiff's Complaint or plead, despite being properly served with Summons and a copy of the Complaint.
- ☐ Defendant filed a Counterclaim.
- ☐ Plaintiff filed a Reply to Defendant's Counterclaim.
- ☐ Plaintiff failed to file a Reply to Defendant's Counterclaim.

- B. ☐ Plaintiff was present at the Hearing.
- ☐ \_\_\_\_\_ appeared as counsel for Plaintiff.
- ☐ \_\_\_\_\_ appeared as a witness for Plaintiff.
- ☐ Plaintiff failed to appear.
- ☐ Defendant was present at the Hearing.
- ☐ \_\_\_\_\_ appeared as counsel for Defendant.
- ☐ Defendant failed to appear.
- C. Plaintiff was a resident of the State of Ohio for at least six (6) months immediately before the Complaint and/or Counterclaim was/were filed.
- D. At the time the Complaint and/or Counterclaim was/were filed:
- ☐ Plaintiff was a resident of this county for at least ninety (90) days immediately before the filing.
- ☐ Defendant was a resident of this county.
- ☐ Venue is proper based upon: \_\_\_\_\_
- E. This Court has jurisdiction and venue is proper to determine all of the issues raised by the pleadings and motions.
- F. Plaintiff and Defendant were married on \_\_\_\_\_ (date of marriage) in \_\_\_\_\_ (city or county, and state), or \_\_\_\_\_ (country).
- G. The termination of marriage is ☐ the date of Final Hearing or ☐ the date specified: \_\_\_\_\_
- H. Children:
- ☐ Neither party is pregnant OR ☐ a party is pregnant.
- ☐ The following child(ren) was/were born of the parties' relationship prior to the marriage:

Name of Child	Date of Birth
_____	_____
_____	_____
_____	_____
_____	_____

- ☐ The following child(ren) was/were born from or adopted during this marriage:

Name of Child	Date of Birth
_____	_____
_____	_____
_____	_____
_____	_____



- ☐ The following child(ren) was/were born from or adopted during this marriage or relationship and is/are mentally or physically disabled and will be incapable of supporting or maintaining themselves:

**Name of Child**

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

**Date of Birth**

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

- ☐ The following child(ren) is/are subject to an existing order of parenting or support of another Court or agency:

**Name of Child**

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

**Date of Birth**

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

- ☐ One party is not the parent of the following child(ren) who was/were born during the marriage:

**Name of Child**

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

**Date of Birth**

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

**I. Military Service:**

- ☐ Neither Plaintiff nor Defendant is an active-duty service member of the United States military.  
☐ Plaintiff and/or ☐ Defendant is an active-duty service member of the United States military; however, Active-duty service did not impact the member's ability to prosecute or defend this action.

**J. The divorce should be granted on the following ground(s):**

- ☐ Plaintiff and Defendant are incompatible.  
☐ Plaintiff and Defendant have lived separate and apart without cohabitation and without interruption for one (1) year.  
☐ Plaintiff or ☐ Defendant had a Husband or Wife living at the time of the marriage.  
☐ Plaintiff or ☐ Defendant has been willfully absent for one (1) year.  
☐ Plaintiff or ☐ Defendant is guilty of adultery.  
☐ Plaintiff or ☐ Defendant is guilty of extreme cruelty.  
☐ Plaintiff or ☐ Defendant is guilty of fraudulent contract.  
☐ Plaintiff or ☐ Defendant is guilty of gross neglect of duty.  
☐ Plaintiff or ☐ Defendant is guilty of habitual drunkenness.  
☐ Plaintiff or ☐ Defendant was imprisoned in a state or federal correctional institution at the time the Complaint was filed.  
☐ Plaintiff or ☐ Defendant procured a divorce outside this state by virtue of which,  
☐ Plaintiff or ☐ Defendant has been released from the obligations of the marriage, while those obligations remain binding on ☐ Plaintiff or ☐ Defendant.

**K. ☐ Plaintiff and/ or ☐ Defendant through testimony or affidavit made full and complete disclosure of all marital property, separate property, and any other assets, debts, income, and expenses.**

L. The Court finds that:

- ☐ The parties presented the Court with a written Separation Agreement or read a settlement of all issues into the record. The written Separation Agreement is attached hereto as Exhibit A. The Court finds the agreement to be a fair and equitable division of property and debts and an appropriate resolution of all issues, knowingly and voluntarily entered into by the parties.
- ☐ The parties presented the Court with a written Shared Parenting Plan or Parenting Plan, or read a settlement of all issues involving their parental rights and responsibilities into the record. The
- ☐ Shared Parenting Plan ☐ Parenting Plan is attached hereto as Exhibit B. The Court finds that the agreed allocation of parental rights and responsibilities is in the minor child(ren)'s best interest and that the parties entered into it knowingly and voluntarily.
- ☐ a Magistrate's Decision was filed on: \_\_\_\_\_.
- ☐ no objections having been filed, the Court accepts the Magistrate's findings of fact and adopts the recommendations, making them the order of the Court.
- ☐ the Court rules upon all objections to the Magistrate's Decision by a separate Judgment Entry.
- ☐ the parties did not present the Court with a written Separation Agreement or read a settlement of all issues into the record. Based upon the evidence presented by the parties who appeared, the Court makes the findings set forth herein upon which it makes a fair and equitable division of property and debts and an appropriate resolution of all issues of the parties.

The parties have the following SEPARATE ASSETS:

Party	Asset	Value

The parties have the following SEPARATE DEBTS:

Party	Debt	Balance

The parties have the following MARITAL ASSETS:

Asset	Value

The parties have the following MARITAL DEBTS:

Debt	Balance

The Court makes the following findings regarding the spousal support factors set forth in R.C. 3105.18:

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- ☐ The parties did not present the Court with a written Shared Parenting Plan or Parenting Plan or read a settlement of their parental rights into the record. Based upon the evidence presented by the parties who appeared, the Court makes the following findings relating to the factors set forth in R.C. 3109.04 and/or 3109.051 upon which it allocates the parties' parental rights and responsibilities in the child(ren)'s best interest:

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M. The Court finds that Plaintiff incurred attorney fees and litigation expenses in the amount of \$\_\_\_\_\_ and Defendant incurred attorney fees and litigation expenses in the amount of \$\_\_\_\_\_. It is equitable that: (select one)

- ☐ Each party pay his or her attorney fees and litigation expenses, if any.  
☐ Plaintiff pay all or part of Defendant's attorney fees and litigation expenses as follows:

- ☐ Defendant pay all or part of Plaintiff's attorney fees and litigation expenses as follows:

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N. The Court further finds that:

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## **JUDGMENT**

Based upon the findings set forth above, it is, therefore, **ORDERED, ADJUDGED and DECREED** that:

### **FIRST: DIVORCE GRANTED**

☐ Plaintiff ☐ Defendant is/are granted a divorce on the grounds set forth above. Both parties are released from the obligations of their marriage except for those obligations listed below or as set forth in the **attached**  
☐ Separation Agreement ☐ Shared Parenting Plan ☐ Parenting Plan ☐ Magistrate's Decision  
which is incorporated in this Judgment Entry as if fully rewritten and/or ☐ as is set forth herein.

### **SECOND: PROPERTY**

The parties' property shall be divided as follows:

A. Plaintiff is awarded the following separate property:

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B. Defendant is awarded the following separate property:

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C. Each party is awarded all of the household goods, furniture, furnishings, and other personal property currently in their respective possession, free and clear of any claim of the other party, except as specifically set forth in Sections D, E, and F below.

D. Plaintiff is awarded the following real estate and items of personal property, free and clear from all claims of Defendant:

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E. Defendant is awarded the following real estate and items of personal property, free and clear from all claims of Plaintiff:

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F. Other orders regarding property:

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G. The parties shall take all necessary steps to transfer legal title and possession of property and take appropriate actions to implement and effectuate the division of retirement accounts within thirty (30) days of this Judgment Entry. The Court reserves jurisdiction over the completion, filing, qualification and/or approval of any document necessary to transfer assets.

H. Other orders regarding transfers:

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### THIRD: DEBT

The parties' debts shall be divided as follows:

A. Plaintiff shall pay the following debts and hold Defendant harmless from all claims:

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☐ and any debts solely in Plaintiff's name.

B. Defendant shall pay the following debts and hold Plaintiff harmless from all claims:

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☐ and any debts solely in Defendant's name.

C. Bankruptcy

The Court has continuing jurisdiction to determine whether a debt assigned to a party qualifies as an exception to discharge in bankruptcy according to federal law.

D. Neither party shall incur liabilities against the other party in the future.

#### FOURTH: SPOUSAL SUPPORT

A. Spousal Support Not Awarded

☐ Neither Plaintiff nor Defendant shall pay spousal support to the other, subject to any jurisdiction reserved in Section E below.

B. ☐ Plaintiff ☐ Defendant shall pay spousal support to ☐ Plaintiff ☐ Defendant in the amount of \$\_\_\_\_\_ per month commencing on \_\_\_\_\_. Spousal support shall continue ☐ for a period of \_\_\_\_\_ months OR ☐ until further order of this Court.

C. Method of Payment of Spousal Support

☐ Spousal support payments shall be made directly to ☐ Plaintiff ☐ Defendant.

☐ Spousal support payments, plus two percent (2%) processing charge, shall be made to the Ohio Child Support Payment Central, P.O. Box 182372, Columbus, Ohio 43218-2372, as Administrated through the Summit County Child Support Enforcement Agency by:

☐ income withholding OR ☐ Other \_\_\_\_\_.

D. Termination of Spousal Support

Spousal support shall terminate earlier than the above stated date upon Plaintiff's or Defendant's death or in the event of the following:

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

☐ The remarriage of the person receiving support.

☐ Other: (specify) \_\_\_\_\_.

E. Reservation of Jurisdiction

Under all circumstances, the Court shall retain jurisdiction over the issue of spousal support to hear and determine a Motion for Relief from Judgment pursuant to Civ.R. 60(B).

On other matters involving spousal support: (check all that apply)

☐ The Court shall retain jurisdiction to modify the amount of the spousal support order.

☐ The Court shall NOT retain jurisdiction to modify the amount of the spousal support order.

☐ The Court shall retain jurisdiction to modify the duration of the spousal support order.

☐ The Court shall NOT retain jurisdiction to modify the duration of the spousal support order.

☐ The Court shall retain jurisdiction to establish or modify the amount and/or duration of spousal support in the event either party files bankruptcy.

F. Other orders regarding spousal support:

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

G. Arrearage or Overpayment

☐ Any temporary spousal support arrearage or overpayment shall survive this Judgment Entry.

☐ Any temporary spousal support arrearage or overpayment shall not survive this Judgment Entry.

☐ Other: \_\_\_\_\_

**FIFTH: NAME**

☐ \_\_\_\_\_ is restored to the former name of \_\_\_\_\_.

**SIXTH: ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES**  
(If a Shared Parenting Plan or Parenting Plan is attached, skip this section)

A. Parental rights and responsibilities shall be allocated as follows:

- ☐ Plaintiff is designated as the residential parent and legal custodian of the following minor child(ren):

Name

Date of Birth

_____	_____
_____	_____
_____	_____

- ☐ Defendant is designated as the residential parent and legal custodian of the following minor child(ren):

Name

Date of Birth

_____	_____
_____	_____
_____	_____

- ☐ Each party shall have parenting time with the minor child(ren) who is/are not residing with him/her according to ☐ the parenting time schedule attached hereto and made a part hereof or ☐ other:

_____
_____
_____

- ☐ Subject to the Court's continuing jurisdiction, ☐ Plaintiff ☐ Defendant shall not have parenting time with the child(ren) for the following reasons:

_____
_____
_____

B. Relocation Notice

In advance of a move, the relocating parent shall file with the court and serve upon the other parent a Notice of Intent to Relocate with a proposed order. The relocating parent shall obtain a hearing date with the Court upon filing a Notice of Intent to Relocate. Notice, at the latest, must be provided pursuant to the following timeline:

- 30 days if the move shall be within the current county of residence;
- 60 days if the move shall be outside the current county of residence, but within the same state;
- 90 days if the move shall be outside the current state of residence.

The non-relocating parent may file a written responsive pleading to the relocation notice of intent within fourteen (14) days of service to respond to reallocation of parenting time and/or to object to the relocation.

If the parties are in agreement with the relocation, they must file an agreed judgment entry with notarized signatures prior to the hearing date. If the parties file an agreed entry, no hearing shall be required.

The parties may also utilize the Informal Proceedings Program pursuant to Local Rule 32.04 prior to the filing of a Notice of Intent to Relocate.

An Instruction Sheet for the Notice of Intent to Relocate, Notice of Intent to Relocate Form and Order for Relocation Hearing/Entry are available on the Court’s website at [www.drcourt.org](http://www.drcourt.org) Under the Forms tab and on the second floor of the Court.

C. Records Access Notice

Pursuant to R.C. 3109.05(H) and 3319.321(B)(5)(a):

Subject to R.C. 3125.16 and 3319.321(F), the non-residential parent is entitled access to any record related to the child(ren) to which the residential parent is legally provided access under the same terms and conditions as the residential parent, 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 non-residential parent regarding records access are as follows:

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D. Day Care Access Notice

Pursuant to R.C. 3109.051(I):

In accordance with R.C. 5104.039, the non-residential parent is entitled access to any day care center that is or will be attended by the child(ren) with whom parenting time is granted to the same extent that the residential parent is granted access to the center, unless otherwise restricted.

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

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E. School Activities Access Notice

Pursuant to R.C. 3109.051(J):

Subject to R.C. 3319.321(F), the non-residential parent is entitled access to any student activity related to the child(ren) to which the residential parent is legally provided access under the same terms and conditions as the residential parent, 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 non-residential parent regarding school activities access are as follows:

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**SEVENTH: 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 \_\_\_\_\_,

For purposes of this order:

☐ Plaintiff ☐ Defendant is the child support obligor (*pays support*).

☐ Plaintiff ☐ Defendant is the child support obligee (*receives support*).

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

**SUPPORT OBLIGOR (pays support):**

Name (First, MI, Last): \_\_\_\_\_

Social Security Number (fill in last four digits) XXXX-XX-\_\_\_\_\_ Date of Birth: \_\_\_\_\_

**SUPPORT OBLIGEE (receives support):**

Name (First, MI, Last): \_\_\_\_\_

Social Security Number (fill in last four digits) XXXX-XX-\_\_\_\_\_ 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)

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

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

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

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

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

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- ☐ Extraordinary work-related expenses incurred by either parent

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- ☐ 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

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- ☐ Educational opportunities that would have been available to the child(ren) had the circumstances requiring a child support order not arisen

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- ☐ The responsibility of each parent for the support of others, including support of (a) child(ren) with disabilities who are not subject to the support order

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- ☐ 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

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- ☐ 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

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- ☐ 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

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- ☐ Any other relevant factor: (specify)

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- ☐ 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)

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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 those arrearages 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 Summit 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 OCSPC 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 Summit 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 Summit 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 Summit 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 Summit 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 the Ohio Means Jobs at: <https://jobseeker.ohiomeansjobs.monster.com>. Obligor shall immediately notify the Summit County Child 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 Summit 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:

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- ☐ 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:

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The residential parent and legal custodian of the child(ren) shall immediately notify, and the child support obligor may notify, the Summit 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 Summit 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, REDIRECTION, 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.**

## EIGHTH: 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 Summit County Child Support Enforcement Agency 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 Summit County Child Support Enforcement Agency 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 has private health insurance coverage for the minor child(ren);
- ☐ Defendant 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 (5%) 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 and/or ☐ Defendant **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 and/or ☐ Defendant **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 ☐ Defendant ☐ Both parents maintain private health insurance coverage, the cost of which exceeds the Health Insurance Maximum for that parent.

- OR -

- ☐ Plaintiff ☐ Defendant 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 the best interest of the child(ren) for ☐ Plaintiff ☐ Defendant 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:

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3. Person Required to Provide Private Health Insurance Coverage.

- ☐ Plaintiff ☐ Defendant ☐ 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 ☐ Defendant'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/s who is/are designated to be reimbursed for health care expenses for the child(ren) is/are:

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_

**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.

**NINTH: 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 shall pay \_\_\_\_% and Defendant 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 shall pay \_\_\_\_% and the Defendant 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)*

#### **TENTH: TAX DEPENDENCY**

**(The award of a tax dependency exemption may affect the ability to secure health insurance through the Marketplace.)**

- A. ☐ Plaintiff 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 substantially current in any child support required to be paid as of December 31 of the tax year in question: \_\_\_\_\_.

- ☐ Defendant 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 substantially current in any child support required to be paid as of December 31 of the tax year in question: \_\_\_\_\_.

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

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

#### ELEVENTH: OTHER ORDERS

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#### TWELFTH: TEMPORARY ORDERS

All temporary orders in this case are terminated.

#### THIRTEENTH: PAYMENT OF ATTORNEY FEES AND LITIGATION EXPENSES (select one)

- ☐ Each party shall pay his/her own attorney fees and litigation expenses, if any.
- ☐ Plaintiff shall pay \_\_\_\_\_ of attorney fees and litigation expenses incurred by Defendant.  
The same shall be paid as follows: \_\_\_\_\_.
- ☐ Defendant shall pay \_\_\_\_\_ of attorney fees and litigation expenses incurred by Plaintiff.  
The same shall be paid as follows: \_\_\_\_\_.

#### FOURTEENTH: COURT COSTS

Court costs are: (*select one*)

- ☐ Taxed to the deposit. Court costs due above the deposit shall be paid as follows:  
\_\_\_\_\_
- ☐ Other (specify):  
\_\_\_\_\_
- ☐ Plaintiff's ☐ Defendant's motion to proceed *in forma pauperis* has been granted.
- ☐ Plaintiff ☐ Defendant to make payments at the rate of \$\_\_\_\_\_ per month to the Clerk of Courts.

#### FIFTEENTH: CLERK OF COURTS

The Clerk of Courts shall provide:

- ☐ a certified copy to: \_\_\_\_\_
- ☐ a file stamped copy to: Child Support Enforcement Agency  
175 South Main Street, Akron, OH 44308

☐ If heard by a Magistrate:

\_\_\_\_\_  
MAGISTRATE

\_\_\_\_\_  
JUDGE

\_\_\_\_\_  
Plaintiff Signature

\_\_\_\_\_  
Defendant Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Plaintiff's Attorney Signature

\_\_\_\_\_  
Defendant's Attorney Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Supreme Court Reg. No.

\_\_\_\_\_  
Supreme Court Reg. No.

**NOTICE: This is a final appealable order. The Clerk is directed to serve upon all parties notice of this Judgment Entry and its date of entry upon the journal in accordance with Civ. R. 5(B), in the manner provided in Civ. R. 58(B).**

# Summit County Domestic Relations Court Marital Balance Sheet

Item:	Titled to:	Plaintiff Value Source	Plaintiff Value	Defendant Value	Defendant Value Source	Stipulated?
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Bank accounts

Real Property

Retirement accounts

Vehicles

Debts:



SUMMIT COUNTY COURT OF COMMON PLEAS  
DOMESTIC RELATIONS DIVISION

**NEW CASE DESIGNATION FORM**

Case No.: \_\_\_\_\_

Sets No.: \_\_\_\_\_

**INSTRUCTIONS:** Pursuant to the Summit County Court of Common Pleas-Domestic Relations Division order filed on March 1<sup>st</sup>, 2007, this form must be completed and submitted with any new cause of action filed with the Summit County Clerk of Courts. **You must include an e-mail address for any court correspondence.**

**Case Type:** \_\_\_\_\_

(e.g., dissolution, dissolution with children, divorce, divorce with children, parentage, visitation rights, answer, or counterclaim)

**Previous Domestic Relations Case?** ☐ Yes ☐ No

**Previous Case Number:** \_\_\_\_\_

**Previous Judge:** \_\_\_\_\_

**Plaintiff/Petitioner:**

**First Name:** \_\_\_\_\_ **Middle Initial:** \_\_\_\_\_

**Last Name:** \_\_\_\_\_ **Suffix** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City :** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**DOB:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Email (REQUIRED):** \_\_\_\_\_

**Defendant/Respondent:**

**First Name:** \_\_\_\_\_ **Middle Initial:** \_\_\_\_\_

**Last Name:** \_\_\_\_\_ **Suffix** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City :** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**DOB:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Email (REQUIRED):** \_\_\_\_\_

**Plaintiff/Petitioner's Attorney Information:**

☐ PRO SE

**Attorney Name:** \_\_\_\_\_

**Attorney E-Mail (REQUIRED)** \_\_\_\_\_

**Ohio Sup Ct #:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City :** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Defendant/Respondent's Attorney Information:**

**Attorney Name:** \_\_\_\_\_

**Attorney E-Mail (REQUIRED)** \_\_\_\_\_

**Ohio Sup Ct #:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City :** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Child Information:**

**1<sup>st</sup> Child Name:** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**Address** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**2<sup>nd</sup> Child Name:** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**Address** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**3<sup>rd</sup> Child Name:** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**Address** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_



**IN THE COURT OF COMMON PLEAS  
DOMESTIC RELATIONS DIVISION  
SUMMIT COUNTY, OHIO**

<b>Plaintiff / Petitioner 1</b>	)	CASE NO. _____
Address	)	SETS NO. _____
City, State, Zip	)	
Phone                  Email	)	JUDGE _____
vs./and	)	
<b>Defendant / Petitioner 2</b>	)	MAGISTRATE _____
Address	)	
City, State, Zip	)	
Phone                  Email	)	

**PARENTING PLAN**

**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](http://www.supremecourt.ohio.gov).

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 Parenting Plan.

### **FIRST: PARENTS' RIGHTS**

Unless otherwise stated herein, the parents shall have:

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

### **SECOND: ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES**

#### **A. General Responsibilities**

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

#### **B. Residential Parent and Legal Custodian**

- ☐ Plaintiff/Petitioner 1 shall be the residential parent and legal custodian of the following child(ren):

Name of Child:

Date of Birth:

_____	_____
_____	_____
_____	_____
_____	_____

- ☐ Defendant/Petitioner 2 shall be the residential parent and legal custodian of the following child(ren):

Name of Child:

Date of Birth:

_____	_____
_____	_____
_____	_____
_____	_____

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 (select one)

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. Responsibility for Child Activities

1. Participation in Activities

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:

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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:

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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 pay 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 payment of extracurricular, school related, or other activity expenses:

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F. 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).

☐ Other agreement regarding health care responsibilities:

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G. Current Address and Telephone Number

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

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

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H. Relocation Notice Pursuant to Loc. R. 2.09

In advance of a move, the relocating parent shall file with the court and serve upon the other parent a Notice of Intent to Relocate except as provided in R.C. 3109.051(G)(2), (3), and (4), along with a proposed order. 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 relocating parent shall obtain a hearing date with the Court upon filing a Notice of Intent to Relocate. The purposed of the hearing is to determine whether it is in the best interest of the child(ren) to revise the parenting time schedule for the child(ren).

Notice, at the latest, must be provided pursuant to the following timeline:

- 30 days if the move shall be within the current county of residence;
- 60 days if the move shall be outside the current county of residence, but within the same state;
- 90 days if the move shall be outside the current state of residence.

The non-relocating parent may file a written responsive pleading to the relocation notice of intent within fourteen (14) days of service to respond to reallocation of parenting time and/or to object to the relocation.

If the relocating parent and the non-moving parent are in agreement with the relocation, and no changes to the parenting plan/parenting time schedule are required, a Notice of Intent to Relocate: NO CHANGES REQUIRED shall be filed in advance of a move with the Clerk of Court. No further order shall be required.

If the parties are in agreement with the relocation, they must file an agreed judgment entry with notarized signatures prior to the hearing date. If the parties file an agreed entry, no hearing shall be required.

The parties may also utilize the Informal Proceedings Program pursuant to Local Rule 32.04 prior to the filing of a Notice of Intent to Relocate.

The forms and Instruction Sheet for the Notice of Intent to Relocate: NO CHANGES REQUIRED, Notice of Intent to Relocate, and Notice of Intent to Relocate Order are available on the Court's website at [www.drcourt.org](http://www.drcourt.org) under the Forms tab and on the second floor of the Court.

The relocation notice must be filed with the Summit County Clerk of Courts, located at 205 S. High Street, Akron, Ohio 44308.

I. 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), the parent who is not the residential parent is entitled access to any record that is related to the child(ren), and to which the residential parent is legally provided access under the same terms and conditions as the residential parent. Any keeper of a record who knowingly fails to comply with any record access order is in contempt of Court.

Restrictions or limitations:

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

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J. Day Care Access Notice

Pursuant to R.C. 3109.051(I)

In accordance with R.C. 5104.039, the parent who is not the residential parent is entitled access to any day care center that is or will be attended by the child(ren) with whom parenting time is granted, to the same extent that the residential parent is granted access to the center unless otherwise restricted.

Restrictions or limitations:

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

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

Subject to R.C. 3319.321(F), the parent who is not the residential parent is entitled 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 unless otherwise restricted. Any school employee or official who knowingly fails to comply with this school activities access order is in contempt of Court.

Restrictions or limitations:

- ☐ None
- ☐ Restrictions or limitations to non-residential parent regarding school activities access are as follows:

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**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 Oblige (receives support).

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

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- ☐ Other Court ordered payments

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

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

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

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

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- ☐ 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 those arrearages 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 all immediately notify the SUMMIT 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 SUMMIT 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:

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- ☐ 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: \_\_\_\_\_

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

If withholding from a financial account, the support obligor shall immediately notify the SUMMIT 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 SUMMIT 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.

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

The support obligor shall immediately notify the SUMMIT 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 SUMMIT 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 SUMMIT 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:

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- ☐ 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:

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The residential parent and legal custodian of the child(ren) shall immediately notify, and the child support obligor may notify, the SUMMIT 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 SUMMIT 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 SUMMIT 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 SUMMIT 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 and/or
- ☐ 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 and/or
- ☐ 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 and/or
- ☐ 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:

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3. Person Required to Provide Private Health Insurance Coverage

- ☐ Plaintiff/Petitioner 1 and/or
- ☐ Defendant/Petitioner 2 or
- ☐ Both parents

shall provide private health insurance coverage for the child(ren) until further order of Court for the following reasons:

- ☐ 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

☐

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

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 exceeds \$\_\_\_\_\_, 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(ren) during a calendar year that exceeds \$\_\_\_\_\_, 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 EXEMPTIONS

- A. ☐ Plaintiff/Petitioner 1  
shall be entitled to claim the following minor child(ren) for all tax purposes for  
☐ even-numbered tax years  
☐ odd-numbered 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.
- 

- B. ☐ Defendant/Petitioner 2  
shall be entitled to claim the following minor child(ren) for all tax purposes for  
☐ even-numbered tax years  
☐ odd-numbered 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.
-

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 minor child(ren).

**SEVENTH: MODIFICATION**

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

**EIGHTH: OTHER**

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Plaintiff/Petitioner 1 Signature

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Printed Name

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Defendant/Petitioner 2 Signature

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Printed Name

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Plaintiff/Petitioner 1 Attorney Signature

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Printed Name

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Defendant/Petitioner 2 Attorney Signature

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Printed Name

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Supreme Court Reg. No.

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Supreme Court Reg. No.

# IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

Plaintiff/Petitioner 1

Case No.

Judge

vs./and

Magistrate

Defendant/Petitioner 2/Respondent

**Instructions:** Check local court rules to determine when this form must be filed. By law, this affidavit must be filed and served with any Complaint, Petition or Motion regarding the allocation of parental rights and responsibilities, parenting time, custody, or visitation. Each party has a continuing duty while this case is pending to inform the Court of any parenting proceeding concerning the child(ren) in any other court in this or any other state. **If more space is needed, add additional pages.**

## PARENTING PROCEEDING AFFIDAVIT (R.C. 3127.23(A))

Affidavit of

(Print Name)

**ONLY CHECK THE FOLLOWING BOX IF YOU BELIEVE THAT THE HEALTH, SAFETY, OR LIBERTY OF YOURSELF OR YOUR CHILD(REN) WOULD BE JEOPARDIZED BY THE DISCLOSURE OF YOUR ADDRESS OR IDENTIFYING INFORMATION. YOU ACKNOWLEDGE THAT THE COURT MAY CONDUCT A HEARING REGARDING THE BASIS FOR YOUR REQUEST.**

☐ Pursuant to R.C. 3127.23(D), I allege that my health, safety, or liberty or that of my child(ren) would be jeopardized by the disclosure of identifying information to my spouse or the public. Therefore, I request that my address be placed under seal. I have marked the corresponding box next to each address I am requesting to be sealed.

**1. (Number): \_\_\_\_\_ Minor child(ren) is/are subject to this case as follows:**

Insert the information requested below for all minor or dependent children of the parties. You must list the residences for all places where the children have lived for the last **FIVE** years.

<b>a. Child's name</b>		<b>Place of birth</b>	<b>Date of birth</b>	<b>Sex</b> <input type="checkbox"/> M <input type="checkbox"/> F
_____		_____	_____	
<b>Date of residence</b>	<b>Address Confidential</b>	<b>Person child lived with (name and address)</b>		<b>Relationship</b>
_____ to present	<input type="checkbox"/>	_____		_____
_____ to _____	<input type="checkbox"/>	_____		_____

_____ to _____	<input type="checkbox"/>	_____ _____ _____	_____
_____ to _____	<input type="checkbox"/>	_____ _____ _____	_____

<b>b. Child's name</b> _____	<b>Place of birth</b> _____	<b>Date of birth</b> _____	<b>Sex</b> <input type="checkbox"/> M <input type="checkbox"/> F
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☐ Check this box if the information below is the same as in Section 1(a). Skip to the next question.

Date of residence	Address Confidential	Person child lived with (name and address)	Relationship
_____ to present	<input type="checkbox"/>	_____ _____ _____	_____
_____ to _____	<input type="checkbox"/>	_____ _____ _____	_____
_____ to _____	<input type="checkbox"/>	_____ _____ _____	_____
_____ to _____	<input type="checkbox"/>	_____ _____ _____	_____

<b>c. Child's name</b> _____	<b>Place of birth</b> _____	<b>Date of birth</b> _____	<b>Sex</b> <input type="checkbox"/> M <input type="checkbox"/> F
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☐ Check this box if the information below is the same as in Section 1(a). Skip to the next question.

Date of residence	Address Confidential	Person child lived with (name and address)	Relationship
_____ to present	<input type="checkbox"/>	_____ _____ _____	_____
_____ to _____	<input type="checkbox"/>	_____ _____ _____	_____
_____ to _____	<input type="checkbox"/>	_____ _____ _____	_____
_____ to _____	<input type="checkbox"/>	_____ _____ _____	_____

d. Additional children are listed on Attachment 1(d). (Provide requested information for additional children on an attachment labeled 1(d).)



2. **Participation in custody case(s): (Check only one box)**

- ☐ I **HAVE NOT** participated as a party, witness, or in any capacity in any other case, in this or any other state, concerning the custody of or visitation (parenting time), with any child subject to this case.
- ☐ I **HAVE** participated as a party, witness, or in any capacity in any other case, in this or any other state, concerning the custody of or visitation (parenting time), with any child subject to this case.

*Explain:* \_\_\_\_\_

- a. Name of each child: \_\_\_\_\_
- b. Type of case: \_\_\_\_\_
- c. Court and State: \_\_\_\_\_
- d. Date and court order or judgment (if any): \_\_\_\_\_

3. **Information about custody case(s): (Check only one box)**

- ☐ I **HAVE NO INFORMATION** of any cases that could affect the current case, including any cases relating to custody; domestic violence or protection orders; dependency, neglect, or abuse allegations; or adoptions concerning any child subject to this case.
- ☐ I **HAVE THE FOLLOWING INFORMATION** concerning cases that could affect the current case, including any cases relating to custody; domestic violence or protection orders; dependency, neglect, or abuse allegations; or adoptions concerning a child subject to this case, other than listed in Paragraph 2.

*Explain:* \_\_\_\_\_

- a. Name of each child: \_\_\_\_\_
- b. Type of case: \_\_\_\_\_
- c. Court and State: \_\_\_\_\_
- d. Date and court order or judgment (if any): \_\_\_\_\_

4. **Information about criminal convictions:**

List all of the criminal convictions, including guilty pleas, for you and the members of your household for the following offenses: any criminal offense involving acts that resulted in a child being abused or neglected; any domestic violence offense that is a violation of R.C. 2919.25; any sexually oriented offense as defined in R.C. 2950.01; and any offense involving a victim who was a family or household member at the time of the offense and caused physical harm to the victim during the commission of the offense.

NAME	CASE NUMBER	COURT/COUNTY/STATE	CHARGE

5. **Persons not a party to this case: (Check only one box)**

- ☐ I **DO NOT KNOW OF ANY PERSON** not a party to this case who has physical custody **or** claims to have custody or visitation rights with respect to any child subject to this case.
- ☐ I **KNOW THAT THE FOLLOWING NAMED PERSON(S)** not a party to this case has/have physical custody or claim(s) to have custody or visitation rights with respect to any child subject to this case.

- a. Name/Address of Person: \_\_\_\_\_  
☐ has physical custody ☐ claims custody rights ☐ claims visitation rights  
 Name of each child: \_\_\_\_\_
- b. Name/Address of Person: \_\_\_\_\_  
☐ has physical custody ☐ claims custody rights ☐ claims visitation rights  
 Name of each child: \_\_\_\_\_
- c. Name/Address of Person: \_\_\_\_\_  
☐ has physical custody ☐ claims custody rights ☐ claims visitation rights  
 Name of each child: \_\_\_\_\_

**6. I understand that I have a continuing duty to advise this Court of any custody, visitation, parenting time, divorce, dissolution of marriage, separation, neglect, abuse, dependency, guardianship, parentage, termination of parental rights, or protection order from domestic violence case concerning the children about whom information is obtained during this case.**

**OATH OR AFFIRMATION**

*(Do not sign until Notary Public is present)*

I, (print name) \_\_\_\_\_, swear or affirm that I have read this Affidavit and, to the best of my knowledge and belief, the facts and information stated in this Affidavit 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

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

Sworn to or affirmed before me by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
 Signature of Notary Public

\_\_\_\_\_  
 Printed Name of Notary Public

Commission Expiration Date: \_\_\_\_\_

(Affix seal here)



**Summit County Court of Common Pleas  
Domestic Relations Division  
SERVICE REQUEST**

**Instructions:** Complete the following form and file with the Summit County Clerk of Courts – Domestic Relations Division, located at: 205 South High Street, 1<sup>st</sup> Floor, Akron OH 44308. For further instruction, go to Website: [www.drcourt.org](http://www.drcourt.org)

**Case Caption:**

**Case Number**

\_\_\_\_\_  
Plaintiff / Petitioner 1 / Petitioner

vs.

\_\_\_\_\_  
Defendant / Petitioner 2 / Respondent

**To Clerk:** You are hereby requested to make service upon the following by:

- ☐ FedEx [preferred over Certified Mail] \*
- ☐ Certified Mail \*
- ☐ Regular Mail [only after FedEx/Certified fails for being unclaimed or refused]\*
- ☐ Sheriff Service
- ☐ Personal Service by Process Server \_\_\_\_\_
- ☐ E-Mail for Child Support Enforcement Agency (CSEA) only

\* If FedEx/Certified returns as insufficient address, vacant, unable to forward or unknown, you must attempt to Find a new address and start service over; if you are unable to find a new address, you must file an affidavit and request for publication/posting with the Clerks.

**Please Serve:** Indicate below what you would like served, e.g., Complaint for Divorce.  
(If you would like service on a previously filed document, include the name of the document and the date it was filed).

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

**Please check the box of the person(s) whom you are requesting to be served (notified):**

☐ Plaintiff / Petitioner 1 / Petitioner

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

☐ Defendant / Petitioner 2 / Respondent

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

☐ Additional Party: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

☐ Additional Party: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

\_\_\_\_\_  
Attorney or Self-Represented Filer  
(if attorney, include your Supreme Ct. #)

\_\_\_\_\_  
Supreme Ct. #

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

IN THE COURT OF COMMON PLEAS

DIVISION

COUNTY, OHIO

Case No. \_\_\_\_\_  
Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State and Zip Code \_\_\_\_\_  
Judge \_\_\_\_\_  
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:** This form is used to present an agreement to the Court regarding spousal support, the division of personal property, real estate, and debts resulting from the termination of marriage. If the parties have any minor child(ren) or child(ren) with disabilities, a Shared Parenting Plan (Uniform Domestic Relations Form 20) or Parenting Plan (Uniform Domestic Relations Form 21) must be attached. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

SEPARATION AGREEMENT

The parties, \_\_\_\_\_ and \_\_\_\_\_, state as follows:

1. The parties were married on \_\_\_\_\_ (date of marriage)  
in \_\_\_\_\_ (city or county, and state).
2. The parties request that the termination of marriage be ☐ the date of the final hearing or ☐ the date specified:  
\_\_\_\_\_.

3. The parties intend to live separate and apart.
4. Each party completed (a) financial disclosure affidavit(s) which fully and accurately lists and values all marital property, separate property, and any other assets, debts, income, and expenses.
5. Each party acknowledges that he/she reviewed the other party's completed financial disclosure affidavit(s).
6. Each party's financial disclosure affidavit(s) shall be filed in the Court's Family File pursuant to Sup.R. 44(C)(2)(h) no later than the date upon which this Agreement is filed.
7. Neither party has knowledge of any other property or debts of any kind in which either party has an interest.
8. Each party had the opportunity to value and verify all marital property, separate property, and debts.
9. A party's willful failure to disclose may result in the Court awarding the other party three (3) times the value of the property, assets, income, or expenses that were not disclosed.
10. This Agreement addresses spousal support, property, and debt division.
11. This Agreement is the complete agreement of the parties.
12. There are no other representations, agreements, statements, or prior writings that shall have any effect on this Agreement.
13. Each party fully understands this Agreement and has knowingly and voluntarily signed this Agreement.
14. No change to the terms of this Agreement shall be valid unless in writing and knowingly and voluntarily signed by both parties and incorporated into a Court order.

The parties agree as follows:

**FIRST: SEPARATION**

The parties shall live separate and apart. Neither party shall interfere with the activities, personal life, or privacy of the other, harass the other, or engage in any conduct calculated to restrain, embarrass, injure, or hinder the other in any way.

**SECOND: PROPERTY**

Marital property is defined in R.C. 3105.171. Generally, marital property is property acquired during the marriage which is owned by either or both spouses and property in which either spouse has an interest.

Separate property is defined in R.C. 3105.171. Generally, separate property is property that was inherited, acquired by one spouse prior to the date of marriage, acquired after a decree of legal separation under R.C. 3107.17, excluded by a valid antenuptial agreement, received as compensation for personal injury, (except for loss of marital earnings and compensation for expenses paid from marital assets), or any gift of property that was given to only one (1) spouse.

**A. Real Estate: (select one)**

Real estate includes, but is not limited to, land, mortgaged properties, buildings, fixtures attached to buildings, attached structures (for example, garage, in-ground pool), condominiums, time shares, mobile homes officially converted to real estate, natural condition stakes (for example, gas, oil, mineral rights, existing soil, including trees and landscape), and remainder rights in real estate.

1. ☐ Neither party has any ownership interest in any real estate.
2. ☐ One or both of the parties has/have an interest in real estate and agree to distribute the interest(s) as follows:

Address or Parcel Number of Property	Party
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

3. A legal description of the property (found in the property's deed) should be attached.
4. Each party shall pay and hold the other harmless from any debt, including mortgages, real estate taxes and assessments, and other liens owing on real estate received unless otherwise stated in this Agreement.
5. Other arrangements regarding real estate, including, but not limited to, refinancing or sale:

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**If the real estate is not in the name of the party to whom it is distributed, the parties shall transfer the property to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.**

**B. Titled Vehicles: (select one)**

Titled vehicles include, but are not limited to, boats, trailers, automobiles, motorcycles, trucks, mobile homes not officially converted to real estate, golf carts, motor scooters, sport utility vehicles (SUV), recreational vehicles (RV), and all purpose vehicles (APV). Provide vehicle year, make, model, and vehicle identification or serial number (VIN/SN) for all titled vehicle(s).

1. ☐ Neither party has any ownership interest in any titled vehicle(s).
2. ☐ Plaintiff/Petitioner 1 shall receive the following titled vehicle(s) free and clear of any claim of Defendant/Petitioner 2:

Year	Make	Model	VIN/SN
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>

3. ☐ Defendant/Petitioner 2 shall receive the following titled vehicle(s) free and clear of any claim of Plaintiff/Petitioner 1

Year	Make	Model	VIN/SN
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

5. Other arrangements regarding titled vehicles, including, but not limited to, refinancing or sale:

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**If any vehicle's title is not in the name of the party to whom it is distributed, the current title holder shall transfer that title to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement. If title cannot be transferred immediately to the party to whom the vehicle is distributed, the party holding the title shall make the following arrangements to obtain and pay for license plates, registration, and insurance:**

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

Household goods and personal property include, but are not limited to, pets, appliances, electronics, tools, air conditioner window units, doghouses, lawn mowers, above-ground pools, safety deposit boxes, jewelry, furniture, firearms, silverware, collections, china, and books.

1. ☐ The parties divided all of their household goods and personal property. Each party shall retain all household goods and personal property in his/her possession. The parties are satisfied with the division.
2. ☐ The parties divided all of their household goods and personal property. Each party shall retain all household goods and personal property in his/her possession, except as follows:

Plaintiff/Petitioner 1 shall receive:

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Defendant/Petitioner 2 shall receive:

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

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

5. Other arrangements regarding household goods and personal property:

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**D. Financial Accounts: (select one)**

Financial accounts include, but are not limited to, checking, savings, certificates of deposit, money market accounts, medical or health savings accounts, education or college saving plans (for example, 529 Plan), and trusts.

1. ☐ Neither party has any ownership interest in any financial accounts.

2. ☐ Plaintiff/Petitioner 1 shall receive the following:

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



3. ☐ Defendant/Petitioner 2 shall receive the following:

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

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

5. Other arrangements regarding financial accounts:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**If any financial account is not held in the name of the party to whom it is distributed, the parties shall transfer the financial account to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.**

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

1. ☐ Neither party has an interest in any stocks, bonds, securities, or mutual funds.
2. ☐ Plaintiff/Petitioner 1 shall receive the following:

Institution	Current Name(s) on Account	Quantity and Description
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. ☐ Defendant/Petitioner 2 shall receive the following:

Institution	Current Name(s) on Account	Quantity and Description
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

5. Other arrangements regarding the stocks, bonds, securities, or mutual funds:

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**If any stock, bond, security, or mutual fund is not in the name of the party to whom it is distributed, the parties shall transfer the stock, bond, security, or mutual fund to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.**

**F. Business Interests: (select one)**

1. ☐ Neither party has any interest in any business.

2. ☐ Plaintiff/Petitioner 1 shall receive the following:

Name of Business	Ownership Interest
<hr/>	<hr/>
<hr/>	<hr/>

3. ☐ Defendant/Petitioner 2 shall receive the following:

Name of Business	Ownership Interest
<hr/>	<hr/>
<hr/>	<hr/>

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

5. Other arrangements regarding business interests:

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**If any business is not in the name of the party to whom it is distributed, the parties shall transfer the business to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.**

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

1. ☐ Neither party has any interest in any pension, profit sharing, IRA, 401(k), deferred compensation, or other retirement plans.

2. ☐ Plaintiff/Petitioner 1 shall receive the following:

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

3. ☐ Defendant/Petitioner 2 shall receive the following:

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

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

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

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

The parties shall arrange the transfer of any distributed interest in any pension, profit sharing, IRA, 401(k), deferred compensation, or other retirement plans to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

A Qualified Domestic Relations Order (QDRO), Division of Property Order (DOPO), or other required Order may be necessary to divide some of these assets. The QDRO, DOPO, or other required Order shall be prepared by: \_\_\_\_\_ and submitted to the Court within ninety (90) days after the final hearing. Expenses of preparation, approval, and filing shall be paid as follows:

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

The parties acknowledge that failure to file a QDRO, DOPO, or other required Order to effectuate the distribution of an interest in a pension, profit sharing, IRA, 401(k), deferred compensation, or other retirement plan may detrimentally affect the distribution of the retirement interest(s) and may result in further legal proceedings. The Court shall retain jurisdiction to effectuate the intended distribution of retirement interests and to issue, interpret, and enforce the terms of documents of transfer.

**H. Life Insurance Policies: (select one)**

1. ☐ Neither party has any interest in any life insurance policy(ies) with a cash value.

2. ☐ Plaintiff/Petitioner 1 shall receive the following policy(ies):

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3. ☐ Defendant/Petitioner 2 shall receive the following policy(ies):

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

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

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**If any life insurance policy is not in the name of the party to whom it is distributed, the parties shall transfer the life insurance policy to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.**

**I. Other Property: (select one)**

1. ☐ Neither party has any other property.

2. ☐ Other property owned by one or both of the parties shall be distributed as follows:

Description of Property	Party
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

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

4. Other arrangements regarding the property above:

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If the property listed above is not in the possession or titled in the name of the party to whom it is distributed, the parties shall transfer the property to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

**THIRD: DEBTS (select all that apply)**

1. ☐ Neither party owes any debt(s) which are not paid in full each month, including, but not limited to, credit cards, medical bills, student loans, tax obligations, and 401(k) or insurance loans.

2. ☐ Plaintiff/Petitioner 1 shall pay the following debt(s):

Creditor	Balance	Current Name on Account
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

3. ☐ Defendant/Petitioner 2 shall pay the following debt(s):

Creditor	Balance	Current Name on Account
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

4. Each party shall pay and hold the other harmless from the above listed debt unless otherwise stated in this Agreement

5. Other arrangements regarding debt(s), including refinancing:

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6. The Court has continuing jurisdiction to determine whether a debt assigned to a party qualifies as an exception to discharge in bankruptcy.

7. Neither party shall incur liabilities in the name of the other party in the future.

#### FOURTH: SPOUSAL SUPPORT

**A. No Spousal Support Obligation**

☐ Neither Plaintiff/Petitioner 1 nor Defendant/Petitioner 2 shall pay spousal support to the other, subject to any jurisdiction reserved in Section E below.

**B. Spousal Support Obligation**

☐ ~~Plaintiff/Petitioner 1~~ ~~AND~~ Defendant/Petitioner 2 shall pay spousal support to ~~Plaintiff/Petitioner 1~~ ~~AND~~ Defendant/Petitioner 2 in the amount of \$\_\_\_\_\_ a per month commencing on \_\_\_\_\_ Spousal support shall continue ☐ for a period of \_\_\_\_\_ months OR ☐ until further order of this Court.

**C. Method of Payment of Spousal Support:**

☐ Spousal support payments shall be made directly to ☐ Plaintiff/Petitioner 1 ☐ Defendant/Petitioner 2. **(Direct payment can only be made if there are no minor child(ren) and in accordance with R.C. 3121.441.)**

☐ Spousal support payments, plus two percent (2%) processing charge, shall be made to the Ohio Child Support Payment Central, P. O. Box 182372, Columbus, Ohio 43218-2372, as administered through the \_\_\_\_\_ County Child Support Enforcement Agency by: ☐ income withholding or ☐ other \_\_\_\_\_.

**D. Termination of Spousal Support**

Spousal support shall terminate earlier than the above stated date upon Plaintiff/Petitioner 1's or Defendant/Petitioner 2's death or in the event of the following: **(check all that apply)**

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

☐ The remarriage of the person receiving support.

☐ Other: (specify) \_\_\_\_\_

**E. Reservation of Jurisdiction**

Under all circumstances, the Court shall retain jurisdiction over the issue of spousal support to hear and determine a Motion for Relief from Judgment pursuant to Civ.R. 60(B).

On other matters involving spousal support: **(check all that apply)**

☐ The Court shall retain jurisdiction to establish or modify the amount and/or duration of spousal support in the event either party files bankruptcy.

☐ The Court shall NOT retain jurisdiction to establish or modify the amount and/or duration of spousal support in the event either party files bankruptcy.

☐ The Court shall retain jurisdiction to modify the amount of the spousal support order.

- ☐ The Court shall NOT retain jurisdiction to modify the amount of the spousal support order.
- ☐ The Court shall retain jurisdiction to modify the duration of the spousal support order.
- ☐ The Court shall NOT retain jurisdiction to modify the duration of the spousal support order.

**F. Other orders** regarding spousal support: (*specify*) \_\_\_\_\_

**G. Arrearage or Overpayment**

- ☐ Any temporary spousal support arrearage or overpayment shall survive the Judgment Entry.
- ☐ Any temporary spousal support arrearage or overpayment shall not survive the Judgment Entry.
- ☐ Other: \_\_\_\_\_

**FIFTH: NAME**

☐ \_\_\_\_\_ shall be restored  
to the former name of \_\_\_\_\_

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

- ☐ The parties do not have (a) child(ren) subject to the jurisdiction of the Court.
- ☐ The parties have (a) child(ren) subject to the jurisdiction of the Court, and a
  - ☐ Parenting Plan is attached
  - ☐ Shared Parenting Plan is attached.

**SEVENTH: OTHER**

The parties agree to the following additional matters: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EIGHTH: NON-USE OF OTHER'S CREDIT**

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

**NINTH: INCORPORATION INTO JUDGMENT ENTRY**

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

**TENTH: PERFORMANCE OF NECESSARY ACTS**

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

**ELEVENTH: SEVERABILITY**

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

**TWELFTH: APPLICABLE LAW**

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

**THIRTEENTH: MUTUAL RELEASE**

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

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

\_\_\_\_\_  
Plaintiff/Petitioner 1 Signature

\_\_\_\_\_  
Defendant/Petitioner 2 Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ACKNOWLEDGMENT**

STATE OF OHIO )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public, personally appeared \_\_\_\_\_, Plaintiff/Petitioner 1, who acknowledged that Plaintiff/Petitioner 1 has signed the Separation Agreement, that Plaintiff/Petitioner 1 understands the Separation Agreement, and that Plaintiff/Petitioner 1 is aware of the consequences of signing the Separation Agreement.

The foregoing Separation Agreement was acknowledged before me this \_\_\_\_\_ (date) by \_\_\_\_\_ (Plaintiff/Petitioner 1). No oath or affirmation was administered to the signer with regard to this notarial act.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

Commission Expiration Date: \_\_\_\_\_

(Affix seal here)



STATE OF OHIO

COUNTY OF \_\_\_\_\_

)  
) SS  
)

Before me, a Notary Public, personally appeared \_\_\_\_\_, Defendant/Petitioner 2, who acknowledged that Defendant/Petitioner 2 has signed the Separation Agreement, that Defendant/Petitioner 2 understands the Separation Agreement, and that Defendant/Petitioner 2 is aware of the consequences of signing the Separation Agreement.

The foregoing Separation Agreement was acknowledged before me this \_\_\_\_\_ (date) by \_\_\_\_\_ (Defendant/Petitioner 2). No oath or affirmation was administered to the signer with regard to this notarial act.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

Commission Expiration Date: \_\_\_\_\_

(Affix seal here)

**IN THE COURT OF COMMON PLEAS  
DOMESTIC RELATIONS DIVISION  
SUMMIT COUNTY, OHIO**

<b>Plaintiff / Petitioner 1</b>	)	CASE NO. _____
	)	
Address	)	SETS NO. _____
	)	
City, State, Zip	)	
	)	
Phone                  Email	)	JUDGE _____
	)	
vs./and	)	
	)	
<b>Defendant / Petitioner 2</b>	)	MAGISTRATE _____
	)	
Address	)	
	)	
City, State, Zip	)	
	)	
Phone                  Email	)	

**SHARED PARENTING PLAN**

**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](http://www.supremecourt.ohio.gov).

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:



## **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:

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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):

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

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☐ Other agreement regarding school placement:

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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):

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

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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:

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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:

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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.

☐ Plaintiff/Petitioner 1

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☐ Defendant/Petitioner 2

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☐ Other agreement regarding the division of extracurricular, school-related, or other activities as follows:

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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 /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:

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

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J. Relocation Notice –pursuant to Loc. R. 2.09

In advance of a move, the relocating parent shall file with the court and serve upon the other parent a Notice of Intent to Relocate except as provided in R.C. 3109.051(G)(2), (3), and (4), along with a proposed order. 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 relocating parent shall obtain a hearing date with the Court upon filing a Notice of Intent to Relocate. The purposed of the hearing is to determine whether it is in the best interest of the child(ren) to revise the parenting time schedule for the child(ren).

Notice, at the latest, must be provided pursuant to the following timeline:

- 30 days if the move shall be within the current county of residence;
- 60 days if the move shall be outside the current county of residence, but within the same state;
- 90 days if the move shall be outside the current state of residence.

The non-relocating parent may file a written responsive pleading to the relocation notice of intent within fourteen (14) days of service to respond to reallocation of parenting time and/or to object to the relocation.

If the relocating parent and the non-moving parent are in agreement with the relocation, and no changes to the parenting plan/parenting time schedule are required, a Notice of Intent to Relocate: NO CHANGES REQUIRED shall be filed in advance of a move with the Clerk of Court. No further order shall be required.

If the parties are in agreement with the relocation, they must file an agreed judgment entry with notarized signatures prior to the hearing date. If the parties file an agreed entry, no hearing shall be required.

The parties may also utilize the Informal Proceedings Program pursuant to Local Rule 32.04 prior to the filing of a Notice of Intent to Relocate.

The forms and Instruction Sheet for the Notice of Intent to Relocate: NO CHANGES REQUIRED, Notice of Intent to Relocate, and Notice of Intent to Relocate Order are available on the Court's website at [www.drcourt.org](http://www.drcourt.org) under the Forms tab and on the second floor of the Court.

The relocation notice must be filed with the Summit County Clerk of Courts, located at 205 S. High Street, Akron, Ohio 44308.

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 any record access order is in contempt of Court.

Restrictions or limitations:

☐ None

☐ Restrictions or limitations to non-residential parent regarding records access are as follows:

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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 non-residential parent regarding day care access are as follows:

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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 non-residential parent regarding school activities access are as follows:

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**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 Oblige (receives support).

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

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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)

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- ☐ Other Court ordered payments

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

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

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

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

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- ☐ 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
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- ☐ 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
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- 
- ☐ Any other relevant factor: *(specify)*
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- 
- ☐ 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)*
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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 those arrearages 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 SUMMIT 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 SUMMIT 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:

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**- 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:

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If withholding from a financial account, the support obligor shall immediately notify the SUMMIT 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 SUMMIT 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 SUMMIT 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 SUMMIT 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 SUMMIT 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:

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- ☐ 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:

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The residential parent and legal custodian of the child(ren) shall immediately notify, and the child support obligor may notify, the SUMMIT 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 SUMMIT 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 SUMMIT 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 SUMMIT 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 and/or
- ☐ 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 and/or
- ☐ 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 and/or
- ☐ 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:

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3. Person Required to Provide Private Health Insurance Coverage

- ☐ Plaintiff/Petitioner 1 and/or
- ☐ Defendant/Petitioner 2 or
- ☐ Both parents

shall provide private health insurance coverage for the child(ren) until further order of Court for the following reasons:

- ☐ 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/s who is/are designated to be reimbursed for health care expenses for the child(ren) is:

Name and address:

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Name and address:

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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 Obligees’ (receives support) guideline **annual** cash medical support obligation is \$ \_\_\_\_\_. *(Line 23b Child Support Computation Worksheet)* The Obligees’ 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

☐

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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 exceeds \$\_\_\_\_\_, 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 exceeds \$\_\_\_\_\_, 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 EXEMPTIONS

- A. ☐ **Plaintiff/Petitioner 1** shall be entitled to claim the following minor child(ren) for all tax purposes for
- ☐ even-numbered tax years
  - ☐ odd-numbered 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:

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B. ☐ **Defendant/Petitioner 2** shall be entitled to claim the following minor child(ren) for all tax purposes for

☐ even-numbered tax years

☐ odd-numbered 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:

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☐ Other orders regarding tax dependency: (specify)

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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**

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\_\_\_\_\_  
**Plaintiff/Petitioner 1 Signature**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Plaintiff/Petitioner 1 's **Attorney Signature**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Supreme Court Reg. No.

\_\_\_\_\_  
**Defendant/Petitioner 2 Signature**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Defendant/Petitioner 2 's **Attorney Signature**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Supreme Court Reg. No.