

INSTRUCTIONS

1. **Petition for Dissolution (with minor children)**: Complete and both petitioners ***sign*** the Petition for Dissolution of Marriage.
 - Make ***two*** additional copies of the original:
 - The original Petition is filed with the Domestic Relations Court.
 - Each petitioner should receive a time-stamped copy back from the Clerk.
2. **Separation Agreement**: Complete and both petitioners ***sign and date*** the Separation Agreement.
 - You may use the basic form in the packet, adding to it as necessary for your situation or create your own agreement following the suggested format. However, if you create your own agreement entirely, it is suggested that you consider having an attorney review it for completeness.
 - When you are satisfied with your agreement, each party should sign ***two*** original copies and ***four*** extra copies should be made. The original signed agreements are attached to the PETITION and the DECREE.
3. **Shared Parenting Plan**: Complete and both petitioners sign the Shared Parenting Plan as a separate document to be attached to the agreement, but if and only if you are sharing the responsibilities for the children.
 - ***A Shared Parenting Plan is not needed for sole custody.***
4. **Judgment Entry/Decree of Dissolution**: Complete and both petitioners sign the Judgment Entry/Decree of Dissolution.
 - Both petitioners should sign and then make ***two*** extra copies. (***three copies in all***).
 - Then attach the second original Separation Agreement, Shared Parenting Plan (if any), and Child Support Worksheet.
5. **UCCJEA/Child Custody Affidavit**: Complete, sign and have ***notarized*** the UCCJEA/Child Custody Affidavit.
6. **Child Support Worksheet**: A child support worksheet ***must*** be completed, signed and attached.
 - It is strongly suggested that you use a computer program to complete the worksheet. A computer is available at the Court and volunteer attorneys are sometimes available to help you with the worksheet or answer other questions.
 - ***Income***: You will need income information for both parties and the childcare and health insurance cost to complete the appropriate form.

- **Deviation:** If you are agreeing to a different amount of child support than the worksheet calculates, then you must provide a statutory reason for the deviation.
7. **Application for Child Support Services:** The petitioner who will be receiving child support (e.g., the Obligee) should complete the Application for Child Support Services (also known as the ***IV-D CSEA Application***). Please sign and submit this form even if you are not exchanging child support at this time. It is mandatory for all dissolutions or divorces with minor children.
 8. **Health Insurance Form:** Complete and sign the Health Insurance Information Form.
 9. **Parenting Seminar:** Both parents must attend the parenting seminar before the final hearing date and should bring their ***Certificate of Attendance*** to the final hearing, if not filed earlier.
 10. **Filing:** Take all of the original forms and copies to the Clerk of Courts office to file. You will make a court cost deposit of **\$326.00** when you file. The Clerk will time-stamp your copies of the Petition and return them to you. The Clerk will keep the extra copies of the Decree for your final hearing.
 11. **List of Forms:** number of copies needed for filing.
 - PETITION FOR DISSOLUTION-1 original+2 copies=3 TOTAL
 - WAIVER OF SERVICE-1 original + 2 copies=3 TOTAL
 - SEPARATION AGREEMENT-2 original+ 4 copies=6 TOTAL
 - SHARED PARENTING PLAN-2 original +4 copies=6 TOTAL
 - APPLICATION FOR CHILD SUPPORT SERVICES-1 original
 - DECLARATION UNDER UNIFORM CHILD CUSTODY-1 original
 - CHILD SUPPORT WORKSHEET-1 original + 3 copies=4 TOTAL
 - HEALTH INSURANCE INFORMATION FORM-1 original
 - JUDGMENT ENTRY/DECREE OF DISSOLUTION-1 original +2 copies=3 TOTAL
 12. **HELPFUL HINTS:**
 - i. Make sure that both parties sign all forms.
 - ii. Complete all blanks on the forms, if you think it does not apply to you, then mark it N/A.
 - iii. Single sided copies only.
 - iv. If you have questions or need help, please visit the Legal Resource Center or schedule a Mediation Conference for both parties. There is no charge for this assistance, and it can ensure that your forms are correct.
 - v. **Remember that both parties must attend the final hearing.**

CASE DESIGNATION FORM

Court Case No.: _____
Your Name: _____
Your Address: _____

Social Security No.: _____
Date of Birth: _____
Email address: _____
Your Phone No.: _____
Your Attorney: _____

Name of Other Party: _____
Other Party's Address: _____

Other Party's SSN: _____
Other Party's DOB: _____
Other Party's Email: _____
Other Party's Phone No.: _____
Other Party's Attorney: _____

Is there a Civil Protection Order (CPO) currently in effect? Yes No

Is there a bankruptcy proceeding currently in progress? Yes No

If yes, please identify filing party(ies) & case number: _____

Names/Dates of Birth of Children Born to these parties:

Is there proof of paternity for the children above? Yes No

Signed Birth Certificate: Yes No

DNA Testing Performed: Yes No

If other, please explain and provide documents: _____

If you are NOT a parent, what is your relationship to the parties and children?

Name and address(es) of children's school(s):

Please describe what the current parenting schedule, if any, is like:

Completed by (please print): _____ Date: _____

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

NAME)	CASE NO.
ADDRESS)	JUDGE MARY R. KOVACK
CITY, STATE, ZIP)	
DATE OF BIRTH)	
Petitioner-1)	
and)	<u>PETITION FOR DISSOLUTION OF MARRIAGE (WITH CHILDREN)</u>
NAME)	
ADDRESS)	
CITY, STATE, ZIP)	
DATE OF BIRTH)	
Petitioner-2)	

1. One or both of the parties have been residents of the State of Ohio for at least six months preceding the filing of the Petition.
2. The parties were married on _____, _____ at _____, _____ and there are _____ children born as issue of the marriage, their names and birthdates are as follows:

Name(s):

Birthdate(s):

3. The parties have signed a separation agreement providing for a division of property, debts and liabilities, support and the allocation of parental rights and responsibilities, and the same is attached and incorporated herein.
4. The parties have created a parenting plan providing for the care, custody and control of their minor children and the same is attached and incorporated herein as part of the separation agreement.

WHEREFORE, the parties petition the Court for a Decree of Dissolution of their marriage incorporating their Separation Agreement.

Petitioner-1

Petitioner-2

SEPARATION AGREEMENT

This agreement made and entered into on this _____ day of _____, 20_____, between _____, hereinafter referred to as Petitioner-1, and _____, hereinafter referred to as Petitioner-2, both of whom say the following:

That they were married at _____, _____ on _____, ____; and there is/are _____ (one, two, etc.) minor child (ren) born as issue of the marriage:

Full Name(s):

Birthdate(s):

and,

WHEREAS, unfortunate differences have arisen between the parties, and they both desire to completely settle all matters between them arising out of their marriage including:

The past, present and future support of each other; the right to any and all property each may have by virtue of their marriage; and

All other benefits and privileges conferred, and all obligations imposed on each by virtue of their marriage relation, or otherwise accruing to either.

THEREFORE, in consideration of the mutual promises of the parties, and other good and valuable consideration from each to the other passing, it is hereby agreed to by and between the parties as follows:

1. **SEPARATION**. The parties shall at all times hereafter live separate and apart, and each shall be free from interference, authority or control, direct or indirect, of the other, as fully as if he or she were unmarried. Each may reside at such place or places as he or she may select.

2. **FULL DISCLOSURE**. Each party represents that he or she has made full and complete disclosure of all assets and debts, accounts receivable and payable, earnings and benefits from employment, or the like, to the other and neither has concealed any such fact or asset from the other.

3. **ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES**. (Choose A or B)

A. **SHARED PARENTING**-The parties agree that they will share the rights and responsibilities of parenting and have prepared a Shared Parenting Plan for their children, which is attached hereto and shall address all children's issues.

OR

B. **SOLE CUSTODY**-Subject to further order of a Court of competent jurisdiction, the _____ (Petitioner-1 or Petitioner-2) consents to allow _____ (Petitioner-1 or Petitioner-2) to be designated as the residential parent for school purposes and legal custodian for the minor children of the parties. Each party shall at all times encourage the children to love, honor, and respect the other parent and to have an ongoing relationship with the parent.

PARENTING TIME. The parties agree that parenting time by the non-residential parent with the minor child(ren) shall be reasonable and as agreed upon by the parties. If the parties are unable to agree upon the parenting time, the parenting time shall be no less than the Court's Standard Parenting Time Schedule, which is attached hereto and made a part of this Agreement as if fully rewritten herein. (see attached Schedule).

OR

PARENTING TIME shall be as specified herein:

4. **RESERVATION OF PARENTAL RIGHTS AND RESPONSIBILITIES**. The residential/custodial parent agrees that in the event of his/her death prior to the child(ren) attaining the age of eighteen (18) years, the non-residential parent shall have a superior claim to the allocation of parental rights and responsibilities of such children.

5. **THE ALLOCATION OF FINANCIAL RESPONSIBILITIES FOR THE MINOR CHILD(REN)**

A. **THE ALLOCATION OF PRIVATE HEALTH INSURANCE RESPONSIBILITIES FOR THE MINOR CHILD(REN)**

BOTH PARENTS SHALL PROVIDE HEALTH INSURANCE.

Both the Mother and Father shall obtain private health insurance coverage for the child(ren) if it is available at a reasonable cost and dual coverage would provide for coordination of medical benefits without unnecessary duplication of coverage. [R.C. 3119.30(B)(1)]

THE OBLIGOR SHALL PROVIDE HEALTH INSURANCE.

The person who PAYS child support (the OBLIGOR) shall obtain private health insurance coverage for the child(ren) if it is available through any group policy, contract, or plan available to the OBLIGOR at a more reasonable cost than coverage is available to the person who receives child support (the OBLIGEE). [R.C. 3119.30(B)(3)]

THE OBLIGEE SHALL PROVIDE HEALTH INSURANCE.

The person who RECEIVES child support (the OBLIGEE) shall obtain private health insurance coverage for the child(ren) if it is available through any group policy, contract, or plan available to the OBLIGEE at a more reasonable cost than coverage is available to the person who pays child support (the OBLIGOR). [R.C. 3119.30(B)(2)]

NEITHER PARTY SHALL PROVIDE HEALTH INSURANCE.

Choose ONE of the following:

Neither party has private health insurance coverage for the child(ren) available at a reasonable cost. Health insurance that costs more than five percent (5%) of a party's gross income is not considered available at a reasonable cost. Both parties shall immediately inform the Child Support Enforcement Agency when or if private health insurance coverage for the child(ren) becomes available to either party. The Child Support Enforcement Agency shall determine if the private health insurance coverage is available at a reasonable cost and if coverage is reasonable, whether the OBLIGOR or OBLIGEE shall be ordered to provide such coverage. [R.C. 3119.30(B)(4)]

One or both parties has private health insurance coverage available at a reasonable cost, but the Court finds that ordering one or both parties to obtain such coverage is not in the child(ren)'s best interests because [R.C. 3119.302(A)(3)]:

One or both parties has private health insurance coverage available at a reasonable cost, but it is not accessible because primary care is not available within thirty miles and it is not customary in this geographic region to travel more than thirty miles for primary care OR because the child(ren) rely on public transportation and primary care is not available in this area via public transportation. [R.C. 3119.302(A)(4)].

OBLIGOR **OBLIGEE SHALL PROVIDE HEALTH INSURANCE THOUGH IT IS NOT AVAILABLE AT REASONABLE COST BECAUSE:**

(Choose ONE)

The parties agree that health insurance coverage costing more than five percent (5%) of his or her gross income in the child(ren)'s best interests. [R.C. 3119.302(A)(2)(a)]

The party requests to be allowed to provide health insurance coverage for the minor child(ren) that costs more than five percent (5%) of his or her gross income. [R.C. 3119.302(A)(2)(b)]

The Court finds it is in the child(ren)'s best interests to order the above referenced party to provide health insurance coverage for the children that costs more than five percent (5%) of his or her gross income and further finds that it is not an undue financial burden on either party. [R.C. 3119.302(A)(2)(c)]

**GENERAL PROVISIONS CONCERNING CHILDREN'S
HEALTH INSURANCE AND MEDICAL EXPENSES**

CHILDREN WHO ARE COVERED:

Within thirty (30) days of this Order, the person(s) ordered to provide private health insurance coverage for the children shall designate the following children as covered dependents under any health insurance or health care policy, contract or plan. [R.C. 3119.32(C)]:

<u>Name(s):</u>	<u>Address:</u>	<u>DOB(s):</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

DUTY TO SUPPLY HEALTH INSURANCE INFORMATION:

Within thirty (30) days of this Order, the party ordered to provide health insurance shall supply the other party with information regarding the benefits, limitations and exclusions of the health insurance coverage, copies of any insurance forms necessary to receive reimbursement, payment of other benefits under the health insurance coverage, and a copy of any necessary insurance cards. [R.C. 3119.32(A)]

ALLOCATION OF UNREIMBURSED MEDICAL EXPENSES:

The OBLIGOR and the OBLIGEE (the person who receives child support) shall pay the reasonable and ordinary uninsured and unreimbursed medical, dental, optical and prescription drug expenses for the minor children as are defined pursuant to R.C. 3119.01 with the OBLIGOR paying _____% and the OBLIGEE paying _____. [R.C. 3119.32(D)]

RELEASE OF HEALTH INSURANCE INFORMATION:

The employer of the person required to obtain private health insurance coverage shall release to the other parent, any person subject to an order issued pursuant to R.C. 3109.19 or the Child Support Enforcement Agency, on written request, any necessary information on the private health insurance coverage, including the name and address of the health insurance plan administrator and any policy, contract, or plan number, and shall otherwise comply with this section and any order or notice issued pursuant to this section. [R.C. 3119.32(E)]

HEALTH INSURANCE REIMBURSEMENTS:

The health insurer shall reimburse whichever parent incurs the expense for out-of-pocket medical, psychological, dental, optical or prescription expenses paid for the above referenced children [R.C. 3119.32(B)]

HEALTH INSURANCE PAYMENTS TO PROVIDERS:

The health insurer(s) referenced in this Order may continue making payments for medical, optical, hospital, dental, or prescription services directly to any health care provider in accordance with the applicable private health insurance policy, contract, or plan. [R.C. 3119.32(B)]

HEALTH INSURANCE CHANGES:

If the person required to obtain private health care insurance coverage for the children 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. [R.C. 3119.32(H)]

B. THE ALLOCATION OF CHILD SUPPORT

- Father
- Mother
- Other _____

is designated the OBLIGOR (the person who shall pay child support).

- Father
- Mother
- Other _____

is designated the OBLIGEE (the person who shall receive child support).

The OBLIGOR shall pay the OBLIGEE child support in the amount of \$ _____ per month plus two percent (2%) processing charge.

This child support amount is based on:

- Line 29 of the Sole Custody/Shared Parenting Child Support Guidelines worksheet attached.
- Line 27 of the Split Parental Rights Child Support Guidelines worksheet attached.
- A deviation from the Child Support Guidelines. [R.C. 3119.22 and R.C. 3119.23]

The above child support amount deviates from the Child Support Guidelines and is based on the following facts:

Upon consideration of the deviation factors set forth in R.C. 3119.23 as applied to the facts set forth above, the Court finds the child support guidelines computation unjust, inappropriate and not in the child(ren)'s best interests.

GENERAL CHILD SUPPORT PROVISIONS

The Child Support order is effective _____ (enter date) and applies to the following children:

<u>Name(s):</u>	<u>Address:</u>	<u>DOB(s):</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

All support shall be paid through Ohio Child Support Payment Central (OCSPC), P.O. Box 182372, Columbus, Ohio 43218-2372.

DUTY TO NOTIFY CSEA [R.C. 3121.29]

NOTICE:

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 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

THIS INFORMATION IS PROVIDED PURSUANT TO THE ABOVE NOTICE:

CHILD SUPPORT OBLIGEE:

Name: _____
 Address: _____
 Phone: _____

CHILD SUPPORT OBLIGOR:

Name: _____
Address: _____
Phone: _____

The parties affected by the support order shall inform the child support enforcement agency of any change of name or other change of conditions that may affect the administration of the order.

TERMINATION OF CHILD SUPPORT:

Child support shall continue until further order of the Court or until the child is eighteen years old and no longer attending full time an accredited high school, but not beyond the age of nineteen. Child support will terminate earlier due to the child's death, marriage, enlistment in the Armed Services, deportation, or other cause for emancipation.

The parent who is the residential parent and legal custodian of a child for whom a child support order is issued or the person who otherwise has custody of a child for whom a child support order is issued immediately shall notify, and the obligor under a child support order may notify, the child support enforcement agency administering the child support order of any reason for which the child support order should terminate. With respect to a court child support order, a willful failure to notify the child support enforcement agency as required by this division is contempt of court. [R.C. 3119.87]

C. CASH MEDICAL SUPPORT PAYMENTS

If private health insurance coverage is being provided and becomes unavailable or is terminated, the OBLIGOR shall begin paying cash medical support beginning on the first day of the month immediately following the month in which private health insurance coverage became unavailable or terminated and shall cease paying cash medical support on the last day of the month immediately preceding the month in which private health insurance coverage begins or resumes. Cash medical support shall be paid IN ADDITION to child support.

The OBLIGOR shall pay the OBLIGEE or the Office of Child Support cash medical support in the amount of \$_____ per month plus two percent (2%) processing charge.

This cash medical support amount is based on:

- Line 31 of the Sole Custody/Shared Parenting Child Support Guidelines worksheet attached.
- Line 29 of the Split Parental Rights Child Support Guidelines worksheet attached.
- A deviation from the attached Child Support Guidelines worksheet. [R.C. 3119.22 and R.C. 3119.23]

The above cash medical support amount deviates from the Child Support Guidelines and is based on the following facts:

Upon consideration of the deviation factors set forth in R.C. 3119.23 as applied to the facts set forth above, the Court finds the child support guidelines cash medical support computation unjust, inappropriate and not in the child(ren)'s best interests.

Upon receipt of notice by the Child Support Enforcement Agency that private health insurance coverage as ordered is not available at a reasonable cost, cash medical support shall be paid in the amount as determined by the child support guidelines computation worksheet attached. Cash medical support shall be paid by the OBLIGOR to the OBLIGEE if the child(ren) subject to this order no longer have health insurance and do not receive Medicaid benefits. Cash medical support shall be paid by the OBLIGOR to the Office of Child Support if the child(ren) subject to this order no longer have health insurance and receive Medicaid benefits in order to defray the costs of Medicaid. [R.C. 3119.30(D)]

During the period when Cash Medical Payments are required to be paid, the OBLIGOR or the OBLIGEE must immediately inform the Child Support Enforcement Agency that health insurance coverage for the children has become available. [R.C. 3119.30(E)]

Pursuant to the mandate of the Ohio Legislature, the Child Support Enforcement Agency may change the financial obligations of the parties to pay child support or cash medical support in accordance with the terms of the Court or Administrative Order without a hearing or notice to the parties. [R.C. 3119.32(I)].

D. ALLOCATION OF THE DEPENDENCY TAX EXEMPTION

Upon consideration of the factors set forth in R.C. 3119.82, the following person(s) shall claim the child(ren) subject to this order as a dependent for federal income tax purposes:

- Mother
- Father
- Both Mother and Father according to the following terms:

The parties shall take whatever action is necessary to enable the parent who has been awarded this right to claim the children in accordance with this Order. An OBLIGOR must be substantially current in child support for the tax year for which the child(ren) is/are being claimed.

6. COMMON DEBTS. The Petitioner-1 shall pay, indemnify, and hold the Petitioner-2 harmless from the following debts of the marriage:

<u>CREDITOR</u>	<u>AMOUNT OWED</u>
_____	_____
_____	_____
_____	_____
_____	_____

The Petitioner-2 shall pay, indemnify and hold the Petitioner-1 harmless from the following debts of the marriage:

<u>CREDITOR</u>	<u>AMOUNT OWED</u>
_____	_____
_____	_____
_____	_____
_____	_____

and as otherwise provided in this Agreement.
All future debts or liabilities of the parties shall be the responsibility of the party incurring the debts or liabilities unless the responsibility has been otherwise fixed by this Agreement.

7. **NON-USE OF OTHER'S CREDIT.** Neither the Petitioner-1 nor the Petitioner-2 shall, from the date of signing this Agreement, incur any debts or obligations upon the credit of the other. Each shall indemnify and hold the other harmless of any debt or obligation he or she has caused upon the credit of the other.

8. **MOTOR VEHICLES.** The following motor vehicles owned by the parties shall be divided as follows:

The Petitioner-1 shall take as his or her own property, free and clear of any claim of Petitioner-2 and be solely responsible for any loan or encumbrance thereon, the _____ (year, make, model), presently titled to _____ (owner's) name.

The Petitioner-2 shall take as his or her own property, free and clear of any claim of the Petitioner-1 and be solely responsible for any loan or lien thereon, the _____ (year, make, model), presently titled to _____ (owner's) name.

The parties shall accordingly execute title transfer documents, if necessary, before the final hearing on this matter or as agreed.

9. **REAL ESTATE.** (Choose A or B or C)

- A. There is no real property owned by the parties.
- B. The Marital home is located at:

_____ and shall be retained by the _____ (Petitioner-1 or Petitioner-2), free from any claims by the _____ (other party) who shall execute and deliver a quitclaim deed to the effect. The _____ (Petitioner-1 or Petitioner-2), who retains the marital home, shall pay any mortgages or indebtedness related to the marital home and shall hold the _____ (other party) harmless thereupon. _____

The party retaining the home shall refinance the mortgage to remove the other party's name and liability on or before _____

- C. The marital home shall be listed for sale at an agreed upon price and the parties will divide the net proceeds as follows:

10. **PENSIONS AND OTHER INTANGIBLE ASSETS.** (Choose A, B or C)

- A. There are no pensions, retirement accounts, credit union accounts, profit sharing accounts, mutual funds, or any other similar equity accounts owned by either party.
- B. Each party will retain as his or her own any intangible asset titled in his or her own name, including but not limited to: pension and/or retirement accounts, credit union accounts, profit sharing accounts, mutual funds, or any other similar equity accounts, free and clear of any claims of the other.
- C. Retirement funds shall be divided between the parties as follows:

11. **PERSONAL PROPERTY AND HOUSEHOLD GOODS.** (Chose A or B)

A. The parties agree that the personal property and household goods of the parties have already been divided and shall be held by the party in whose possession it is currently retained, free from claim by the other.

B. Property listed below to be divided upon the date this Agreement is signed OR on, or before _____ (date), as follows:
Petitioner-1 takes the following:

Petitioner-2 takes the following:

12. **BANK ACCOUNTS.** (Choose A or B)

A. The parties agree that the bank account(s) of the parties has(have) already been divided and shall be held by the party in whose name it is currently held, free from any claim by the other.

B. The accounts listed below will be divided upon:
1) the date this agreement is signed; OR
2) on _____(date): as follows:

<u>Present Owner</u>	<u>Name of Bank</u>	<u>Will Go To</u>
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_____	_____	_____
_____	_____	_____

13. **TAX RETURN.** Petitioner-1/Petitioner-2/Both parties (cross out appropriate words) acknowledge that he/she/each of them (cross out appropriate words) has filed an income tax return for the year 20____, and agree that the responsibility for any tax refunds or amounts due have been agreed upon by the parties as follows:

14. **SPOUSAL SUPPORT.** (choose A or B of **each** of the following two sections)

Section 1

A. The parties each hereby waive any entitlement to or award of spousal support from the other.

B. Beginning on _____, 20____, the _____
(Petitioner-1 or Petitioner-2) shall pay to _____ (Petitioner-1
or Petitioner-2), the sum of \$_____ per month for a period of

_____ (months or years) or until the recipient's death, remarriage, or cohabitation with another unrelated adult person, as and for spousal support.

directly, as agreed

OR

by wage withholding through the Medina County Child Support Enforcement Agency, in which case a processing fee will be charged by the CSEA.

Section 2

A. The Court shall retain jurisdiction over the issue of spousal support. (This means that this agreement regarding spousal support could be brought back to court for a new agreement or a new decision by the court in the future).

B. The Court shall **not** retain jurisdiction over the issue of spousal support. (This means that this agreement regarding spousal support can never be brought back to court to change the amount or term of support.)

16. **LIFE INSURANCE.** The Obligor shall maintain in effect any life insurance policy available through his and/or her employment, naming the other party as the sole beneficiary of any such policy until such time as his and/or her spousal/child support obligations terminate as enumerated above.

17. **APPLICABLE LAW.** All provisions of this Agreement shall be construed and enforced pursuant to the laws of the state of Ohio.

18. **PARTIES BOUND.** So long as any provision of this Separation Agreement is in effect, the provisions hereof shall be binding upon the heirs, executors, administrators, devisees, successors in interest, and fiduciaries of each party, and such persons are hereby authorized and directed to do all things necessary to comply with and effect the intent and purposes of this Agreement.

19. **EFFECTIVE DATE.** The Separation Agreement shall be binding as of the date that is has been signed by both Petitioner-1 and Petitioner-2.

20. **MUTUAL RELEASE.** Except as herein provided, each party does hereby release and discharge completely and forever the other from any and all past, present and future rights to a division of property, and right of dower, any right to act as administrator or executor in the estate of the other, any right of distributive share in the estate, any right of exemption in the estate of the other, or any other property rights, benefits or privileges accruing to either party because of the marriage relationship or otherwise, whether the same are conferred by statutory law, or the common law of Ohio or of any other state of the United States. It is the understanding between the parties that this Agreement, except as otherwise provided herein, forever and completely adjusts, settles, disposes of and terminates any and all rights, claims,

privileges and benefits that each now has or may have reason to believe each has against the other arising out of said marriage relationship or otherwise, and whether the same are conferred by the laws of the state of Ohio or any other state of the United States, which now or which may hereafter be in force and effect.

21. **FULL UNDERSTANDING.** Each party fully understand all of the terms of the Agreement and agrees that the terms represent the entire understanding between them; that each party has read this Agreement and understand it; and each party does hereby voluntarily sign this Agreement in the presence of the witnesses indicated below.
22. **MODIFICATION OF THIS AGREEMENT.** This Agreement shall not be changed or modified, except by a written agreement, which is signed by both parties or by an order from a court of proper jurisdiction.
23. **INCORPORATION INTO DIVORCE, DISSOLUTION OR LEGAL SEPARATION.** If either Petitioner-1 or Petitioner-2 should begin an action for Divorce, Dissolution of Marriage, or for Legal Separation, in this state or elsewhere, this Agreement shall be disclosed and presented to the Court in such proceedings, with the request that if it be adjudicated to be fair, just and proper, that this Agreement and all its terms and provisions shall be adopted by this Court and made a final order of this court and incorporated into a final decree.

24. (OTHER)
(YOU MAY ATTACH ADDITIONAL PAGES AS NEEDED)

Acknowledged, and signed on the date written below by each of the parties.

PETITIONER-1

PETITIONER-2

Date

Date

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

NAME)	CASE NO.
ADDRESS)	JUDGE MARY R. KOVACK
CITY, STATE, ZIP)	
TELEPHONE)	
Petitioner-1)	
and)	<u>SHARED PARENTING PLAN</u>
NAME)	
ADDRESS)	
CITY, STATE, ZIP)	
TELEPHONE)	
Petitioner-2)	

The parties were married in the State of _____, on the _____ day of _____, _____, and _____ child(ren) was/were born as issue of said marriage, namely:

<u>Name(s):</u>	<u>Birthdate(s):</u>

The parties acknowledge and affirm that even though they are no longer married to each other, they do still dearly love their children and will cooperate to their fullest ability to share the responsibilities of parenting for their children.

The Parties have acknowledged that they have voluntarily entered into this Shared Parenting Plan, which the Court finds to be fair and equitable, and in the best interest of the minor children and each Party is satisfied with the terms and conditions contained in said Parenting Plan.

THEREFORE, in consideration of the mutual promises and covenants between the parties, it is hereby ordered:

1) LEGAL AND PHYSICAL CARE OF THE CHILDREN

The parties shall share the physical and legal care of their minor children as herein provided. Each party acknowledges that the other is now and always has been a loving, caring parent whose responsibilities as a mother or father have always been fulfilled to the best of his/her ability.

a) SCHOOL DISTRICT

The child(ren) will attend school in the district where _____ (mother/father) resides.

b) ALLOCATION OF TIME WITH EACH PARENT

Parenting time shall be as the parties agree, and the schedule may change to accommodate the parent's work schedules or the children's schedules as necessary and mutually agreed. Initially the parties propose that:

i) Mother shall be the residential parent of the children as follows:

ii) Father shall be the residential parent of the children as follows:

c) TRANSPORTATION

Each parent will be responsible for picking up the children at the other parent's residence or any other agreed upon location to begin his/her time as residential parent, unless otherwise agreed upon. The residential parent is responsible for providing transportation to and from school and extracurricular activities scheduled during his/her parenting time.

d) OPTIONAL CHILD CARE

If at any time the residential parent is not able to care for the children, he/she shall offer the option to the other parent to care for the children in lieu of procuring a sitter for the

children. If the non-residential parent is available and provides care, it does not change the residence or schedule of the children and it is not a substitution for other scheduled time.

e) TELEPHONE COMMUNICATIONS

Either parent shall have reasonable access to the children by telephone whenever they are with the other parent. Telephone calls should only be made during the children’s available times, i.e. calls should not be made after bedtime or during school hours. If the children are unavailable at the time of the call, the residential parent shall allow the children to return the call at their earliest convenience. Children shall always be allowed to call the other parent as they desire.

f) VACATIONS

Each parent is entitled to take the children for a maximum of _____ weeks of vacation away from home during each calendar year. Each parent shall give the other at least 30 days written notice of his/her intent to exercise this right. Written notice shall include the dates and proposed itinerary for the vacation. Trips that take place during a parent’s residential time do not require 30 days’ notice, but the other parent should be informed of the itinerary and telephone numbers where the children may be reached before they leave.

g) HOLIDAYS

Unless the parties agree otherwise:

i. The parties shall follow the Medina County Standard Parenting Time Schedule for holidays,

OR

ii. Mother shall be entitled to have the children on Mother’s Day and her birthday each year.

iii. Father shall be entitled to have the children on Father’s Day and his birthday each year.

iv. Unless the parties otherwise agree, each parent shall be entitled to spend reasonable time with each child on his/her birthday.

OR

The parties shall alternate each child’s birthday with Mother/Father having the day in even years and Mother/Father having the day in odd years.

2. THE ALLOCATION OF FINANCIAL RESPONSIBILITIES FOR THE MINOR CHILD(REN)

A) THE ALLOCATION OF PRIVATE HEALTH INSURANCE RESPONSIBILITIES FOR THE MINOR CHILD(REN)

BOTH PARENTS SHALL PROVIDE HEALTH INSURANCE.

Both the Mother and Father shall obtain private health insurance coverage for the child(ren) if it is available at a reasonable cost and dual coverage would provide for coordination of medical benefits without unnecessary duplication of coverage. [R.C. 3119.30(B)(1)]

THE OBLIGOR SHALL PROVIDE HEALTH INSURANCE.

The person who PAYS child support (the OBLIGOR) shall obtain private health insurance coverage for the child(ren) if it is available through any group policy, contract, or plan available to the OBLIGOR at a more reasonable cost than coverage is available to the person who receives child support (the OBLIGEE). [R.C. 3119.30(B)(3)]

THE OBLIGEE SHALL PROVIDE HEALTH INSURANCE.

The person who RECEIVES child support (the OBLIGEE) shall obtain private health insurance coverage for the child(ren) if it is available through any group policy, contract, or plan available to the OBLIGEE at a more reasonable cost than coverage is available to the person who pays child support (the OBLIGOR). [R.C. 3119.30(B)(2)]

NEITHER PARTY SHALL PROVIDE HEALTH INSURANCE:

Choose ONE of the following:

Neither party has private health insurance coverage for the child(ren) available at a reasonable cost. Health insurance that costs more than five percent (5%) of a party's gross income is not considered available at a reasonable cost. Both parties shall immediately inform the Child Support Enforcement Agency when or if private health insurance coverage for the child(ren) becomes available to either party. The Child Support Enforcement Agency shall determine if the private health insurance coverage is available at a reasonable cost and if coverage is reasonable, whether the OBLIGOR or OBLIGEE shall be ordered to provide such coverage. [R.C. 3119.30(B)(4)]

One or both parties has private health insurance coverage available at a reasonable cost, but the Court finds that ordering one or both parties to obtain such coverage is not in the child(ren)'s best interests because [R.C. 3119.302(A)(3)]:

One or both parties has private health insurance coverage available at a reasonable cost, but it is not accessible because primary care is not available within thirty miles and it is not customary in this geographic region to travel more than thirty miles for primary care OR because the child(ren) rely on public transportation and primary care is not available in this area via public transportation. [R.C. 3119.302(A)(4)].

OBLIGOR **OBLIGEE SHALL PROVIDE HEALTH INSURANCE THOUGH IT IS NOT AVAILABLE AT REASONABLE COST BECAUSE:**

(Choose ONE)

The parties agree that health insurance coverage costing more than five percent (5%) of his or her gross income in the child(ren)'s best interests. [R.C. 3119.302(A)(2)(a)]

The party requests to be allowed to provide health insurance coverage for the minor child(ren) that costs more than five percent (5%) of his or her gross income. [R.C. 3119.302(A)(2)(b)]

The Court finds it is in the child(ren)'s best interests to order the above referenced party to provide health insurance coverage for the children that costs more than five percent (5%) of his or her gross income and further finds that it is not an undue financial burden on either party. [R.C. 3119.302(A)(2)(c)]

GENERAL PROVISIONS CONCERNING CHILDREN'S HEALTH INSURANCE AND MEDICAL EXPENSES

CHILDREN WHO ARE COVERED:

Within thirty (30) days of this Order, the person(s) ordered to provide private health insurance coverage for the children shall designate the following children as covered dependents under any health insurance or health care policy, contract or plan. [R.C. 3119.32(C)]:

<u>Name(s):</u>	<u>Address:</u>	<u>DOB(s):</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

DUTY TO SUPPLY HEALTH INSURANCE INFORMATION:

Within thirty (30) days of this Order, the party ordered to provide health insurance shall supply the other party with information regarding the benefits, limitations and exclusions of the health insurance coverage, copies of any insurance forms necessary to receive reimbursement, payment of other benefits under the health insurance coverage, and a copy of any necessary insurance cards. [R.C. 3119.32(A)]

ALLOCATION OF UNREIMBURSED MEDICAL EXPENSES:

The OBLIGOR (the person who pays child support) and the OBLIGEE (the person who receives child support) shall pay the reasonable and ordinary uninsured and unreimbursed medical, dental, optical and prescription drug expenses for the minor children as are defined pursuant to R.C. 3119.01 with the OBLIGOR paying _____% and the OBLIGEE paying _____%. [R.C. 3119.32(D)]

RELEASE OF HEALTH INSURANCE INFORMATION:

The employer of the person required to obtain private health insurance coverage shall release to the other parent, any person subject to an order issued pursuant to R.C. 3109.19 or the Child Support Enforcement Agency, on written request, any necessary information on the private health insurance coverage, including the name and address of

the health insurance plan administrator and any policy, contract, or plan number, and shall otherwise comply with this section and any order or notice issued pursuant to this section. [R.C. 3119.32(E)]

HEALTH INSURANCE REIMBURSEMENTS:

The health insurer shall reimburse whichever parent incurs the expense for out-of-pocket medical, psychological, dental, optical or prescription expenses paid for the above referenced children [R.C. 3119.32(B)]

HEALTH INSURANCE PAYMENTS TO PROVIDERS:

The health insurer(s) referenced in this Order may continue making payments for medical, optical, hospital, dental, or prescription services directly to any health care provider in accordance with the applicable private health insurance policy, contract, or plan. [R.C. 3119.32(B)]

HEALTH INSURANCE CHANGES:

If the person required to obtain private health care insurance coverage for the children 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. [R.C. 3119.32(H)]

B) THE ALLOCATION OF CHILD SUPPORT

- Father
- Mother
- Other _____

is designated the OBLIGOR (the person who shall pay child support).

- Father
- Mother
- Other _____

is designated the OBLIGEE (the person who shall receive child support).

The OBLIGOR shall pay the OBLIGEE child support in the amount of \$_____ per month plus two percent (2%) processing charge.

This child support amount is based on:

- Line 29 of the Sole Custody/Shared Parenting Child Support Guidelines worksheet attached.
- Line 27 of the Split Parental Rights Child Support Guidelines worksheet attached.
- A deviation from the Child Support Guidelines t. [R.C. 3119.22 and R.C. 3119.23]

The above child support amount deviates from the Child Support Guidelines and is based on the following facts:

Upon consideration of the deviation factors set forth in R.C. 3119.23 as applied to the facts set forth above, the Court finds the child support guidelines computation unjust, inappropriate and not in the child(ren)'s best interests.

GENERAL CHILD SUPPORT PROVISIONS

The Child Support order is effective _____ (enter date) and applies to the following children:

<u>Name(s):</u>	<u>Birthdate(s):</u>
_____	_____
_____	_____
_____	_____
_____	_____

All support shall be paid through Ohio Child Support Payment Central (OCSPC), P.O. Box 182372, Columbus, Ohio 43218-2372.

DUTY TO NOTIFY CSEA [R.C. 3121.29]

NOTICE:

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 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.

THIS INFORMATION IS PROVIDED PURSUANT TO THE ABOVE NOTICE:

CHILD SUPPORT OBLIGEE:

Name: _____
Address: _____
Phone: _____

CHILD SUPPORT OBLIGOR:

Name: _____
Address: _____
Phone: _____

The parties affected by the support order shall inform the child support enforcement agency of any change of name or other change of conditions that may affect the administration of the order.

TERMINATION OF CHILD SUPPORT:

Child support shall continue until further order of the Court or until the child is eighteen years old and no longer attending full time an accredited high school, but not beyond the age of nineteen. Child support will terminate earlier due to the child's death, marriage, or enlistment in the Armed Services, deportation, or other cause for emancipation.

The parent who is the residential parent and legal custodian of a child for whom a child support order is issued or the person who otherwise has custody of a child for whom a child support order is issued immediately shall notify, and the obligor under a child support order may notify, the child support enforcement agency administering the child support order of any reason for which the child support order should terminate. With respect to a court child support order, a willful failure to notify the child support enforcement agency as required by this division is contempt of court. [R.C., 3119.87]

C) CASH MEDICAL SUPPORT PAYMENTS

If private health insurance coverage is being provided and becomes unavailable or is terminated, the OBLIGOR shall begin paying cash medical support beginning on the first day of the month immediately following the month in which private health insurance coverage became unavailable or terminated and shall cease paying cash medical support on the last day of the month immediately preceding the month in which private health insurance coverage begins or resumes. Cash medical support shall be paid IN ADDITION to child support.

The OBLIGOR shall pay the OBLIGEE or the Office of Child Support cash medical support in the amount of \$_____ per month plus two percent (2%) processing charge.

This cash medical support amount is based on:

- Line 31 of the Sole Custody/Shared Parenting Child Support Guidelines worksheet attached.
- Line 29 of the Split Parental Rights Child Support Guidelines worksheet attached.
- A deviation from the attached Child Support Guidelines worksheet. [R.C. 3119.22 and R.C. 3119.23]

The above cash medical support amount deviates from the Child Support Guidelines and is based on the following facts:

Upon consideration of the deviation factors set forth in R.C. 3119.23 as applied to the facts set forth above, the Court finds the child support guidelines cash medical support computation unjust, inappropriate and not in the child(ren)'s best interests.

Upon receipt of notice by the Child Support Enforcement Agency that private health insurance coverage as ordered is not available at a reasonable cost, cash medical support shall be paid in the amount as determined by the child support guidelines computation worksheet attached. Cash medical support shall be paid by the OBLIGOR to the OBLIGEE if the child(ren) subject to this order no longer have health insurance and do not receive Medicaid benefits. Cash medical support shall be paid by the OBLIGOR to the Office of Child Support if the child(ren) subject to this order no longer have health insurance and receive Medicaid benefits in order to defray the costs of Medicaid. [R.C. 3119.30(D)]

During the period when Cash Medical Payments are required to be paid, the OBLIGOR or the OBLIGEE must immediately inform the Child Support Enforcement Agency that health insurance coverage for the children has become available. [R.C. 3119.30(E)]

Pursuant to the mandate of the Ohio Legislature, the Child Support Enforcement Agency may change the financial obligations of the parties to pay child support or cash medical support in accordance with the terms of the Court or Administrative Order without a hearing or notice to the parties. [R.C. 3119.32(I)].

D) ALLOCATION OF THE DEPENDENCY TAX EXEMPTION

Upon consideration of the factors set forth in R.C. 3119.82, the following person(s) shall claim the child(ren) subject to this order as a dependent for federal income tax purposes:

- Mother
 - Father
 - Both Mother and Father according to the following terms:
-
-

The parties shall take whatever action is necessary to enable the parent who has been awarded this right to claim the children in accordance with this Order. An OBLIGOR must be substantially current in child support for the tax year for which the child(ren) is/are being claimed.

STATUTORY NOTICES

a) **RECORDS**. Pursuant to Ohio Revised Code Section 3109.051(H), it is in the best interests of the child(ren) for both parents to have equal access and be entitled to any and all records related to the child(ren), including, but not limited to medical records and school records. Therefore, each parent shall be entitled to access to all records available to a residential parent. Notice is hereby made, pursuant to Ohio Revised Code Section 3109.051(H) that any keeper of a record who knowingly fails to comply with this provision shall be in contempt of Court.

b) **STUDENT ACTIVITIES ACCESS**. Pursuant to Ohio Revised Code Section 3109.051(J), it is in the best interests of the child(ren) for both parents to have equal access to any student activity related to the child(ren) and to which the residential parent of the child(ren) is legally provided access. Subsequent to the issuance of this Order, pursuant to Ohio Revised Code Section 3109.051(J)(2), all school officials and employees shall permit the parent who is not the residential parent of the child(ren) to have access to any student activity under the same terms and conditions under which access is provided to the residential parent. Notice is hereby made pursuant to Ohio Revised Code Section 3109.051(J)(1) and (J)(2) that any school official or employee who knowingly fails to comply with this equal access provision when this Order is entered, shall be in contempt of Court.

c) **DAY CARE PROVIDER ACCESS**. Pursuant to Ohio Revised Code Sections 3109.051(I) and 5104.039, it is in the best interests of the child(ren) for both parents to have equal access to the child(ren) at any day care center or day care provider that in the future may be attended by the child(ren) with whom the right of visitation is granted, and to which the residential parent of the child(ren) is legally provided access. Subsequent to the issuance of this Order, pursuant to Ohio Revised Code Section 3109.051(I), all day care centers and day care providers and employees shall permit the parent who is not the residential parent of the child(ren) to have access to said children under the same terms and conditions under which access is provided to the residential parent.

d) **RELOCATION NOTICE**. If either of the parties intends to move to a residence other than the residence specified in the visitation order or decree of the Court, he or she shall file a NOTICE OF INTENT TO RELOCATE with this Court. A copy of such Notice shall be mailed by the Court to the other party. Upon receipt of the Notice, the Court, on its own motion, or the motion of the other party, may schedule a hearing with notice to both parties to determine whether it is in the best interests of the child(ren) to revise the visitation or parenting schedule for the child(ren).

4. DISCIPLINE

Each parent shall be responsible for disciplining the children whenever they are with that parent. In the event that any significant discipline problem arises requiring further attention, the parents shall discuss the matter and decide together the appropriate action

to be taken. The parents should try to provide a uniform approach to discipline in each household so as not to confuse the children.

5. DISPUTE RESOLUTION

In an effort to maintain the Shared Parenting Plan for the benefit and best interest of the children, before either party resorts to any court action or attempts to, in any way, to terminate the Shared Parenting Plan, the parties may seek mediation in an effort to resolve any disputes or issues that arise. They shall use the services of a mediator chosen by agreement, or a Court affiliated mediator, if available.

6. OTHER

Signed on this _____ day of _____, 20_____.

PETITIONER-1

PETITIONER-2

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

NAME)	CASE NO.
)	
ADDRESS)	JUDGE MARY R. KOVACK
)	
CITY, STATE, ZIP)	
)	
DATE OF BIRTH)	
Petitioner-1)	
)	
and)	
)	
NAME)	<u>JUDGMENT ENTRY</u>
)	<u>DECREE OF DISSOLUTION</u>
ADDRESS)	
)	
CITY, STATE, ZIP)	
)	
DATE OF BIRTH)	
Petitioner-2)	

This matter came on for hearing on the _____ day of _____, 20____, before the Honorable Mary R. Kovack, Judge of the Medina County Common Pleas Court, Domestic Relations Division, upon the Petition of the parties for a dissolution of marriage and the Separation agreement as attached. Both Petitioners were present in Court, and were representing themselves. Based upon the testimony and evidence presented, the Court finds as follows:

More than thirty (30) days have elapsed after the filing of the Petition of Dissolution of Marriage and that one or both of the Petitioners were residents of the State of Ohio for at least six (6) months and County of Medina for at least ninety (90) days immediately preceding the filing of the Petition herein, and that service thereof was waived by both Petitioners.

The parties were married in the State of _____, on the _____ day of _____, _____, and _____ child(ren) was/were born as issue of said marriage, to wit:

Name(s):

Birthdate(s):

The Petitioners have acknowledged that they voluntarily entered into the Separation Agreement and Parenting Plan attached to the original Petition of Dissolution, which the Court finds to be fair and equitable, and each Petitioner is satisfied with the terms and conditions contained in said Separation Agreement and Parenting Plan and each Petitioner has made full disclosure of his or her assets, and each desire that the Court ratify, approve and incorporate said Separation Agreement and Parenting Plan into this final Decree.

That irreconcilable differences have arisen between the parties and that each Petitioner desires to have the marriage contract terminated and dissolved.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the marriage contract existing between the Petitioners be and the same is hereby dissolved, terminated and set aside.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Separation Agreement and Parenting Plan attached to the original Petition filed herein, a copy of which is attached as Exhibit A, is approved and incorporated into this Decree as if fully rewritten at length.

**THE ALLOCATION OF FINANCIAL RESPONSIBILITIES
FOR THE MINOR CHILD(REN)**

PRIVATE HEALTH INSURANCE FOR THE MINOR CHILD(REN)

IT IS SO ORDERED:

BOTH PARENTS SHALL PROVIDE HEALTH INSURANCE.

Both the Mother and Father shall obtain private health insurance coverage for the child(ren) if it is available at a reasonable cost and dual coverage would provide for coordination of medical benefits without unnecessary duplication of coverage. [R.C. 3119.30(B)(1)]

THE OBLIGOR SHALL PROVIDE HEALTH INSURANCE.

The person who PAYS child support (the OBLIGOR) shall obtain private health insurance coverage for the child(ren) if it is available through any group policy, contract, or plan available to the OBLIGOR at a more reasonable cost than coverage is available to the person who receives child support (the OBLIGEE). [R.C. 3119.30(B)(3)]

THE OBLIGEE SHALL PROVIDE HEALTH INSURANCE.

The person who RECEIVES child support (the OBLIGEE) shall obtain private health insurance coverage for the child(ren) if it is available through any group policy, contract, or plan available to the OBLIGEE at a more reasonable cost than coverage is available to the person who pays child support (the OBLIGOR). [R.C. 3119.30(B)(2)]

NEITHER PARTY SHALL PROVIDE HEALTH INSURANCE.

Choose ONE of the following:

Neither party has private health insurance coverage for the child(ren) available at a reasonable cost. Health insurance that costs more than five percent (5%) of a party's gross income is not considered available at a reasonable cost. Both parties shall immediately inform the Child Support Enforcement Agency when or if private health insurance coverage for the child(ren) becomes available to either party. The Child Support Enforcement Agency shall determine if the private health insurance coverage is available at a reasonable cost and if coverage is reasonable, whether the OBLIGOR or OBLIGEE shall be ordered to provide such coverage. [R.C. 3119.30(B)(4)]

One or both parties has private health insurance coverage available at a reasonable cost, but the Court finds that ordering one or both parties to obtain such coverage is not in the child(ren)'s best interests because [R.C. 3119.302(A)(3)]:

One or both parties has private health insurance coverage available at a reasonable cost, but it is not accessible because primary care is not available within thirty miles and it is not customary in this geographic region to travel more than thirty miles for primary care OR because the child(ren) rely on public transportation and primary care is not available in this area via public transportation. [R.C. 3119.302(A)(4)].

OBLIGOR OBLIGEE SHALL PROVIDE HEALTH INSURANCE
THOUGH IT IS NOT AVAILABLE AT REASONABLE COST BECAUSE:
(Choose ONE)

The parties agree that health insurance coverage costing more than five percent (5%) of his or her gross income in the child(ren)'s best interests. [R.C. 3119.302(A)(2)(a)]

The party requests to be allowed to provide health insurance coverage for the minor child(ren) that costs more than five percent (5%) of his or her gross income. [R.C. 3119.302(A)(2)(b)]

The Court finds it is in the child(ren)'s best interests to order the above referenced party to provide health insurance coverage for the children that costs more than five percent (5%) of his or her gross income and further finds that it is not an undue financial burden on either party. [R.C. 3119.302(A)(2)(c)]

GENERAL PROVISIONS CONCERNING CHILDREN'S HEALTH INSURANCE AND MEDICAL EXPENSES

CHILDREN WHO ARE COVERED:

Within thirty (30) days of this Order, the person(s) ordered to provide private health insurance coverage for the children shall designate the following children as covered dependents under any health insurance or health care policy, contract or plan. [R.C. 3119.32(C)]:

Name(s):

Address:

DOB(s):

DUTY TO SUPPLY HEALTH INSURANCE INFORMATION:

Within thirty (30) days of this Order, the party ordered to provide health insurance shall supply the other party with information regarding the benefits, limitations and exclusions of the health insurance coverage, copies of any insurance forms necessary to receive reimbursement, payment of other benefits under the health insurance coverage, and a copy of any necessary insurance cards. [R.C. 3119.32(A)]

ALLOCATION OF UNREIMBURSED MEDICAL EXPENSES:

The OBLIGOR (the person who pays child support) and the OBLIGEE (the person who receives child support) shall pay the reasonable and ordinary uninsured and unreimbursed medical, dental, optical and prescription drug expenses for the minor children as are defined pursuant to R.C. 3119.01 with the OBLIGOR paying ____% and the OBLIGEE paying ____%. [R.C. 3119.32(D)]

RELEASE OF HEALTH INSURANCE INFORMATION:

The employer of the person required to obtain private health insurance coverage shall release to the other parent, any person subject to an order issued pursuant to R.C. 3109.19 or the Child Support Enforcement Agency, on written request, any necessary information on the private health insurance coverage, including the name and address of the health insurance plan administrator and any policy, contract, or plan number, and shall otherwise comply with this section and any order or notice issued pursuant to this section. [R.C. 3119.32(E)]

HEALTH INSURANCE REIMBURSEMENTS:

The health insurer shall reimburse whichever party incurs the expense for out-of-pocket medical, psychological, dental, optical or prescription expenses paid for the above referenced children [R.C. 3119.32(B)]

HEALTH INSURANCE PAYMENTS TO PROVIDERS:

The health insurer(s) referenced in this Order may continue making payments for medical, optical, hospital, dental, or prescription services directly to any health care provider in accordance with the applicable private health insurance policy, contract, or plan. [R.C. 3119.32(B)]

HEALTH INSURANCE CHANGES:

If the person required to obtain private health care insurance coverage for the children 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. [R.C. 3119.32(H)]

THE ALLOCATION OF CHILD SUPPORT

IT IS SO ORDERED:

- Father
- Mother

Other _____

is designated the OBLIGOR (the person who shall pay child support).

Father

Mother

Other _____

is designated the OBLIGEE (the person who shall receive child support).

The OBLIGOR shall pay the OBLIGEE child support in the amount of \$ _____
per month plus two percent (2%) processing charge.

This child support amount is based on:

Line 29 of the Sole Custody/Shared Parenting Child Support Guidelines worksheet attached.

Line 27 of the Split Parental Rights Child Support Guidelines worksheet attached.

A deviation from the Child Support Guidelines. [R.C. 3119.22 and R.C. 3119.23]

The above child support amount deviates from the Child Support Guidelines and is based on the following facts:

Upon consideration of the deviation factors set forth in R.C. 3119.23 as applied to the facts set forth above, the Court finds the child support guidelines computation unjust, inappropriate and not in the child(ren)'s best interests.

GENERAL CHILD SUPPORT PROVISIONS

The Child Support order is effective _____ (enter date) and applies to the following children:

<u>Name(s):</u>	<u>Birthdate(s):</u>
_____	_____
_____	_____
_____	_____
_____	_____

All support shall be paid through Ohio Child Support Payment Central (OCSPC), P.O. Box 182372, Columbus, Ohio 43218-2372.

DUTY TO NOTIFY CSEA [R.C. 3121.29]

NOTICE:

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 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

THIS INFORMATION IS PROVIDED PURSUANT TO THE ABOVE NOTICE:

CHILD SUPPORT OBLIGEE:

Name: _____
Address: _____
Phone: _____

CHILD SUPPORT OBLIGOR:

Name: _____
Address: _____
Phone: _____

The parties affected by the support order shall inform the child support enforcement agency of any change of name or other change of conditions that may affect the administration of the order.

TERMINATION OF CHILD SUPPORT:

Child support shall continue until further order of the Court or until the child is eighteen years old and no longer attending full time an accredited high school, but not beyond the age of nineteen. Child support will terminate earlier due to the child's death, marriage, enlistment in the Armed Services, deportation, or other cause for emancipation.

The parent who is the residential parent and legal custodian of a child for whom a child support order is issued or the person who otherwise has custody of a child for whom a child support order is issued immediately shall notify, and the obligor under a child support order may notify, the child support enforcement agency administering the child support order of any reason for which the child support order should terminate. With

respect to a court child support order, a willful failure to notify the child support enforcement agency as required by this division is contempt of court. [R.C., 3119.87]

CASH MEDICAL SUPPORT PAYMENTS

If private health insurance coverage is being provided and becomes unavailable or is terminated, the OBLIGOR shall begin paying cash medical support beginning on the first day of the month immediately following the month in which private health insurance coverage became unavailable or terminated and shall cease paying cash medical support on the last day of the month immediately preceding the month in which private health insurance coverage begins or resumes. Cash medical support shall be paid IN ADDITION to child support.

The OBLIGOR shall pay the OBLIGEE or the Office of Child Support cash medical support in the amount of \$_____ per month plus two percent (2%) processing charge.

This cash medical support amount is based on:

- Line 31 of the Sole Custody/Shared Parenting Child Support Guidelines worksheet attached.
- Line 29 of the Split Parental Rights Child Support Guidelines worksheet attached.
- A deviation from the attached Child Support Guidelines worksheet. [R.C. 3119.22 and R.C. 3119.23]

The above cash medical support amount deviates from the Child Support Guidelines and is based on the following facts:

Upon consideration of the deviation factors set forth in R.C. 3119.23 as applied to the facts set forth above, the Court finds the child support guidelines cash medical support computation unjust, inappropriate and not in the child(ren)'s best interests.

Upon receipt of notice by the Child Support Enforcement Agency that private health insurance coverage as ordered is not available at a reasonable cost, cash medical support shall be paid in the amount as determined by the child support guidelines computation worksheet attached. Cash medical support shall be paid by the OBLIGOR to the OBLIGEE if the child(ren) subject to this order no longer have health insurance and do not receive Medicaid benefits. Cash medical support shall be paid by the OBLIGOR to the Office of Child Support if the child(ren) subject to this order no longer have health insurance and receive Medicaid benefits in order to defray the costs of Medicaid. [R.C. 3119.30(D)]

During the period when Cash Medical Payments are required to be paid, the OBLIGOR or the OBLIGEE must immediately inform the Child Support Enforcement Agency that health insurance coverage for the children has become available. [R.C. 3119.30(E)]

Pursuant to the mandate of the Ohio Legislature, the Child Support Enforcement Agency may change the financial obligations of the parties to pay child support or cash medical support in accordance with the terms of the Court or Administrative Order without a hearing or notice to the parties. [R.C. 3119.32(I)].

ALLOCATION OF THE DEPENDENCY TAX EXEMPTION

Upon consideration of the factors set forth in R.C. 3119.82, the following person(s) shall claim the child(ren) subject to this order as a dependent for federal income tax purposes:

- Mother
 - Father
 - Both Mother and Father according to the following terms:
-
-
-

The parties shall take whatever action is necessary to enable the parent who has been awarded this right to claim the children in accordance with this Order. An OBLIGOR must be substantially current in child support for the tax year for which the child(ren) is/are being claimed.

RECORDS. Pursuant to Ohio Revised Code Section 3109.051(H), it is in the best interests of the child(ren) for both parents to have equal access and be entitled to any and all records related to the child(ren), including, but not limited to medical records and school records. Therefore, each parent shall be entitled to access to all records available to a residential parent. Notice is hereby made, pursuant to Ohio Revised Code Section 3109.051(H) that any keeper of a record who knowingly fails to comply with this provision shall be in contempt of Court.

STUDENT ACTIVITIES ACCESS. Pursuant to Ohio Revised Code Section 3109.051(J), it is in the best interests of the child(ren) for both parents to have equal access to any student activity related to the child(ren) and to which the residential parent of the child(ren) is legally provided access. Subsequent to the issuance of this Order, pursuant to Ohio Revised Code Section 3109.051(J)(2), all school officials and employees shall permit the parent who is not the residential parent of the child(ren) to have access to any student activity under the same terms and conditions under which access is provided to the residential parent. Notice is hereby made pursuant to Ohio Revised Code Section 3109.051(J)(1) and (J)(2) that any school official or employee who knowingly fails to comply with this equal access provision when this Order is entered, shall be in contempt of Court.

DAY CARE PROVIDER ACCESS. Pursuant to Ohio Revised Code Sections 3109.051(I) and 5104.039, it is in the best interests of the child(ren) for both parents to have equal access to the child(ren) at any day care center or day care provider that in the future may be attended by the child(ren) with whom the right of visitation is granted, and to which the residential parent of the child(ren) is legally provided access. Subsequent to the issuance of this Order, pursuant to Ohio Revised Code Section 3109.051(I), all day care centers and day care providers and employees shall permit the parent who is not the residential parent of the child(ren) to have access to said children

under the same terms and conditions under which access is provided to the residential parent.

RELOCATION NOTICE. If either of the parties intends to move to a residence other than the residence specified in the visitation order or decree of the Court, he or she shall file a NOTICE OF INTENT TO RELOCATE with this Court. A copy of such Notice shall be mailed by the Court to the other party. Upon receipt of the Notice, the Court, on its own motion, or the motion of the other party, may schedule a hearing with notice to both parties to determine whether it is in the best interests of the child(ren) to revise the visitation or parenting schedule for the child(ren).

IT IS FURTHER ORDERED that the Petitioner/Wife be restored to the use of her former name of _____.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the costs of these proceedings be paid equally by the Petitioners, and the Clerk is hereby authorized to apply the Court costs deposit in payment of such costs.

IT IS SO ORDERED.

JUDGE MARY R. KOVACK

Approved:

PETITIONER-1

PETITIONER-2