

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

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

The parties are the natural and legal parents of the following child(ren):

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

The parties acknowledge and affirm that 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 [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).

5. 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.

6. 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.

7. OTHER

Signed on this _____ day of _____, 20_____.

PLAINTIFF/PETITIONER-1

DEFENDANT/PETITIONER-2