

**COURT OF COMMON PLEAS
DOMESTIC RELATIONS DIVISION
CLERMONT COUNTY, OHIO**

Plaintiff/Petitioner

Case Number: _____

Sets Number: _____

vs./and

SHARED PARENTING PLAN

Defendant/Petitioner

The following is a Shared Parenting Plan for the minor child/ren of the parents, namely:

_____ DOB _____

_____ DOB _____

_____ DOB _____

_____ DOB _____

The parents agree that it is in the best interest of the minor child/ren for the parents to have shared parenting. Acknowledging that each is a caring and appropriate parent with the ability to provide guidance, concern and proper home life for the minor child/ren, the parents agree as follows:

SECTION 1. PARENTING TIME

The child/ren will reside with _____ (Parent) as follows (be specific): _____

The child/ren will reside with _____ (Parent) as follows (be specific): _____

The parent with whom the child/ren is/are not presently residing will be allowed liberal phone contact with the minor child/ren.

The parents will share parenting time for holidays and vacations as follows:

- as set forth in the Guideline Parenting Schedule attached as Exhibit A; or
- other (be specific): _____

The parents will resolve any major differences of opinion regarding the best interest of the child/ren . The parents will attempt to resolve the matters through mediation or counseling, before returning to Court.

SECTION 2. SCHOOL

_____ (Parent) will be the Residential Parent for school purposes; and/or

Our school age child/ren will attend school in the _____ school district.

SECTION 3. RELOCATION AND ACCESS TO RECORDS NOTICES

RELOCATION NOTICE: Pursuant to R.C. 3109.051(G), the parents are notified as follows: If either parent intends to move to a residence other than the last residence of court record, he/she must file a notice of intent to relocate with the Clerk of Courts. Except as provided in R.C. 3109.051(G)(2), (3) and (4), the Clerk of Courts will mail a copy of the notice to the other parent. On receipt of the notice, this Court, on its own motion or on the motion of the other parent, may schedule a hearing with notice to both parents to determine whether it is in the best interest of the child/ren to revise the parenting schedule.

Pursuant to DR 23 neither parent/legal custodian may relocate the child/ren outside of a 75 mile radius of the residence address of the other residential parent at the time of the last parenting time order without first obtaining a modified parenting time order. The parents may submit a motion and an agreed entry modifying parenting time, with a provision for allocation of transportation expenses, which complies with DR 36, to the Court for adoption by the Court as an order.

If the parents are unable to agree, the parent filing the Notice to Relocate must, prior to relocation, 1) file a motion asking the Court to modify the parenting time schedule, 2) set a hearing, and 3) obtain a modified parenting time order. The motion must include the notice of relocation new residence address unless not required under R.C.3109.051(G)(2). Because relocating a child can be harmful to the parent/child relationship, the Court will not continue hearings to address a modification of the parenting schedule due to an imminent relocation except in extreme circumstances.

RECORDS ACCESS NOTICE: Pursuant to RC3109.051(H) and 3319.321(B)(5)(a), the parents are notified as follows: Except as specifically modified or otherwise limited by Court order or by law, both parents are entitled to equal access to any record that is related to the child/ren, including school and medical records. Any keeper of a record, public or private who knowingly fails to comply with this order is in contempt of court.

DAY CARE CENTER ACCESS NOTICE: Pursuant to RC3109.051(I), the parents are notified as follows: Except as specifically modified or otherwise limited by Court order or by law, both parents are entitled to equal access to any day care center that is or will be attended by the child/ren.

SCHOOL ACTIVITIES NOTICE: Pursuant to RC3109.051(J), the parents are notified as follows: Except as specifically modified or otherwise limited by Court order or by law, both parents are entitled to equal access to any student activity that is related to the child/ren. Any school official or employee who knowingly fails to comply with this order, is in contempt of court

SECTION 4. TRANSPORTATION

The parent with whom the child/ren is/are residing will be responsible for transportation of the child/ren for school, recreation, extra-curricular activities, and medical/dental attention that falls on his/her parenting time. Each parent will provide transportation at the beginning of his/her parenting time. If either parent is unavailable for the pick up or delivery of the child/ren, he/she must use an adult well known to the other parent for this purpose. Any person, including the parents, driving with the child/ren must comply with all child restraint laws. No person transporting the child/ren, including the parents, may be under the influence of alcohol or drugs. Only licensed, insured drivers may transport the child/ren.

SECTION 5. DISCIPLINE

Each parent will be responsible for disciplining the child/ren when the child/ren is/are in the care of that parent. If any significant discipline problems arise requiring further attention, the parent who was first made aware of the discipline problem must contact the other parent and discuss the matter in order to agree on the necessary course of action. No disciplinary measure may be taken to override the shared parenting schedule, unless the parents agree to alter the schedule in light of the necessary disciplinary measure. The parties shall continue to discuss such matters in an effort to provide a uniform approach to discipline.

The parents agree to support and maintain a similar schedule in each household to provide continuity. They agree to communicate about issues including, school issues, dress codes, health, and well-being. They agree to exchange information about the child/ren and provide notices of activities to the other parent either by email, telephone, or through a folder.

SECTION 6. CHILD SUPPORT OBLIGATIONS AND HEALTH CARE COVERAGE/EXPENSES

Child Support:

_____ will pay support and is the child support Obligor and _____ will receive support and is the child support Obligee.

The full name and date of birth of each child who is the subject of the child support order:

| | |
|-------|----------------|
| Name: | Date of Birth: |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Check one of the following:

_____ (Parent) provides private health insurance for the child/ren that is accessible through a group policy, contract, or plan. Private health insurance is reasonable in cost or is being provided in accordance with R.C. 3119.302(A)(2).

OR

Private health insurance for the child/ren through a group policy, contract, or plan is not available at a reasonable cost and is not being provided in accordance with R.C. 3119.302(A)(2).

Effective _____ (date), Obligor will pay support as follows:

| | |
|-------|---|
| _____ | Child Support including 2% processing fee |
| _____ | Cash Medical Support including 2% processing fee |
| _____ | Spousal Support including 2% processing fee |
| _____ | Total Monthly Order |

Any credit or arrearage of support on the Child Support Enforcement (CSE) records is preserved.

All support under this order must be withheld or deducted from Obligor's income or assets pursuant to a withholding or deduction notice or appropriate order in accordance with R.C. Chapters 3119, 3121, 3123 and 3125 or a withdrawal directive issued pursuant to R.C. 3123.24 to 3123.38. CSE will pay support to Obligee in accordance with R.C. Chapters 3119, 3121, 3123, and 3125.

Until the withholding/deduction order goes into effect, Obligor must pay support through the Ohio Child Support Payment Central (CSPC), as set forth below. If Obligor sends a payment directly to Obligee, that payment is a gift and not in satisfaction of support. Support will continue until further order of the Court unless it terminates earlier by law. Support will terminate when the child reaches age 18 or graduates from high school, whichever occurs second. Support will continue up to age 19 as long as the child attends an accredited high school on a continuous and full time basis. Support will not continue past age 19 unless specifically provided by Court order.

Payments to CSPC must be sent to the following address: Ohio CSPC, P. O. Box 182372, Columbus, Ohio 43218-2372. Payment may be made by personal check, certified check, cashier's

check, or money order. The payment must include the Court case number and the SETS number. If the SETS number is not available, then the payment must include Obligor's Social Security number.

Regardless of the frequency or amount of the support payments, CSE will administer the order on a monthly basis in accordance with R.C. 3121.51 to 3121.54. Payments must be made as ordered by the Court.

Obligee must notify CSE immediately and Obligor may notify CSE of any reason to terminate the support order. A willful failure to notify CSE is contempt of court. Reasons include but are not limited to the following:

- A. the child turns 18 years old and no longer attends an accredited high school on a full-time basis, if the support order does not require support to continue past age 18;
- B. the child's death, marriage, emancipation, deportation, adoption or enlistment in the armed services; or
- C. the change of legal custody of the child.

EACH PARTY TO THIS SUPPORT ORDER MUST NOTIFY THE CHILD SUPPORT ENFORCEMENT AGENCY IN WRITING OF HIS OR HER CURRENT MAILING ADDRESS, CURRENT RESIDENCE ADDRESS, CURRENT RESIDENCE TELEPHONE NUMBER, CURRENT DRIVER'S LICENSE NUMBER, AND OF ANY CHANGES IN THAT INFORMATION. EACH PARTY MUST NOTIFY THE AGENCY OF ALL CHANGES UNTIL FURTHER NOTICE FROM THE COURT OR AGENCY, WHICHEVER ISSUED THE SUPPORT ORDER.

IF YOU ARE THE OBLIGOR UNDER A CHILD SUPPORT ORDER AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY BE FINED UP TO \$50 FOR A FIRST OFFENSE, \$100 FOR A SECOND OFFENSE, AND \$500 FOR EACH SUBSEQUENT OFFENSE. IF YOU ARE AN OBLIGOR OR OBLIGEE UNDER ANY SUPPORT ORDER ISSUED BY A COURT AND YOU WILLFULLY FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE SUBJECTED TO FINES UP TO \$1,000 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS.

IF YOU ARE AN OBLIGOR OR OBLIGEE AND YOU FAIL TO GIVE THE REQUIRED NOTICES TO THE CHILD SUPPORT ENFORCEMENT AGENCY, YOU MAY NOT RECEIVE NOTICE OF THE CHANGES AND REQUESTS TO CHANGE THE CHILD SUPPORT AMOUNT, HEALTH CARE PROVISIONS, OR TERMINATION OF THE CHILD SUPPORT ORDER. IF YOU ARE AN OBLIGOR AND YOU FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT ACTIONS AGAINST YOU: IMPOSITION OF LIENS AGAINST YOUR PROPERTY; LOSS OF YOUR PROFESSIONAL OR OCCUPATIONAL LICENSE, DRIVER'S LICENSE, OR RECREATIONAL LICENSE; WITHHOLDING FROM YOUR INCOME; ACCESS RESTRICTION AND DEDUCTION FROM YOUR ACCOUNTS IN FINANCIAL INSTITUTIONS; AND ANY OTHER ACTION PERMITTED BY LAW TO OBTAIN MONEY FROM YOU TO SATISFY YOUR SUPPORT OBLIGATION.

The following information is provided in accordance with R.C. 3119.32 and 3121.30:

Parent's Name

Parent's Name

SS#:xxx-xx- _____ DOB: _____

SS#:xxx-xx- _____ DOB: _____

Telephone: _____

Telephone: _____

Mailing Address: _____

Mailing Address: _____

Email Address _____

Email Address _____

Health Care Coverage: Choose one

- The child/ren have public health insurance through the State of Ohio.
- The children have private health insurance through _____ (name of parent). If both parents provide health insurance, insert "both."

Both parents are liable to all health care providers for their child/ren's uncovered health care expenses according to the formula set forth below.

Obligee must pay the first \$_____ (This number should equal \$388.70 times the number of children, unless cash medical is deviated) per calendar year for the child/ren's medical dental, orthodontic, optical, prescription, psychiatric, psychological, or counseling expenses not paid by insurance ("health care expenses"), including deductibles and co-payments but not including insurance premiums or contributions to an HSA or FSA account.

_____ (Parent) must pay _____ percent and _____ (Parent) must pay _____ percent of any health care expenses not paid by insurance in excess of _____ (insert the same cash medical obligation as in the above paragraph) per year.

Each parent must submit to the other parent copies of all health care bills and receipts for payment as soon as each parent is in receipt of the bill/receipt. Each parent must submit copies of all bills (including expenses for which the submitting parent is responsible) so the other parent is aware of what health care expenses have been incurred and what expenses have been paid. Each parent should have a complete set of all the health care bills and receipts. Proof of payment is limited to a statement from the health care provider, a copy of a cancelled check, or a copy of a credit card statement verifying the amount paid. The parents are encouraged to use the Explanation of Medical Bills Form (Form DR 301-M) available on the Court's website, www.domesticcourt.org, when submitting medical bills to the other parent.

If one parent has paid the bill in full, the other parent must pay his/her share to the parent who paid the bill within 30 days after he/she receives the receipts. If the health care provider has not been paid in full, each parent must make arrangements with the health care provider to pay his/her share within 30 days of the date that he/she receives the bill. If the bill is later reduced for any reason (insurance payment, insurance company modification, etc.), the parent who first learns of the reduction must notify the other parent immediately. Each parent's portion of the original bill will be reduced accordingly, based on the percentage of each parent's responsibility for the original bill. Neither parent may use the child/ren to deliver health care bills, proof of payment, or reimbursement to the other parent.

SECTION 7. TAX EXEMPTIONS

_____ (Parent) will be allowed to claim the following child/ren for all tax purposes for
 even-numbered tax years odd-numbered tax years all eligible tax years, so long as he/she is substantially current in any child support he/she is required to pay as of December 31 of the tax year in question.

_____ (Parent) will be allowed to claim the following child/ren for all tax purposes for
 even-numbered tax years odd-numbered tax years all eligible tax years, so long as he/she is substantially current in any child support he/she is required to pay as of December 31 of the tax year in question.

Each parent will take whatever action is necessary pursuant to Section 152 of the Internal Revenue Code of 1986, 100 Stat. 2085, 26 U.S.C. 1, as amended, to enable the other parent to claim the child/ren as dependents for federal state, and local income tax purposes in accordance with the order of the Court.

SECTION 8. ACTIVITIES AND EXPENSES

The child/ren participate in the following activities: (Specify the child's name and the activity)

If the activity cost is \$____ or less, the cost of these activities (classes, camps, lessons, musical instruments, registration fees, uniform costs, travel expenses) will be divided between the parents as follows:

_____ will pay _____ percent and _____ will pay _____ percent.

Additional agreements regarding the child/ren's activities:

If the activity cost is more than \$____, then the parents must agree to the activity in writing. The parents must approve all activities that are reasonable as to cost and time commitment. If they agree, then each parent will pay his/her percentage of the cost as set forth above. If the cost is more than \$____ and the parents do not agree, then the parent who wants the children to participate in the activity must pay 100 percent of the cost.

SECTION 9. MISCELLANEOUS

Neither parent has been convicted of or pleaded guilty to a violation of RC2919.25 involving a family member, any other offense which resulted in physical harm to a family member, has been determined to be the perpetrator of an abusive act that is the basis of an adjudication that a child is an abused child or has acted or contributed in any manner resulting in a child being a neglected child. Findings of fact and conclusions of law pursuant to RC3109.04, RC3109.051 and RC3109.052 are hereby waived.

Signature

Signature

Date

Date