

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

Plaintiff
-vs/and-

Defendant

:
:
: Case No. _____
File No. _____
: CSEA No. _____
:

SHARED PARENTING PLAN

Judge _____
Magistrate _____

This Shared Parenting Plan, by and between _____ hereinafter referred to as "Father" and _____ hereinafter referred to as "Mother" is submitted by Mother and/or Father pursuant to both parents' Motion and/or request for Shared Parenting filed this same date. Both parents hereby request the Court, pursuant to Ohio Revised Code section 3109.04 (D)(1)(a)(i, ii, or iii) to grant the parents the shared parenting of their child(ren): (Include dates of birth) _____

Neither parent expects opposition to this plan from the other. Each parent is a caring and appropriate parent with the ability to provide guidance, concern and a proper home environment for the minor children.

Neither parent has been convicted of or pleaded guilty to a violation of Ohio Revised Code section 2919.25 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.

The parties acknowledge that each has the present ability to cooperate and make decisions jointly with respect to the minor children and the ability to encourage the sharing of love, affection and contact between the minor children and each parent. The parents shall discuss and resolve all major issues jointly. The geographic proximity of the parties to each other is not considered to be a barrier and makes the concept of shared parenting a realistic alternative.

1. PHYSICAL LIVING ARRANGEMENTS

- 1.1 Mother and Father shall be the residential parents without regard to where the children are physically located.
- 1.2 Mother shall have the following parenting time:
- 1.3 Father shall have the following parenting time:
- 1.4 Holidays with each parent shall be alternated. In the event the parents disagree as to holidays, they shall adopt the Standard Parenting Order as it relates to holidays. The Standard Parenting Order is attached hereto and incorporated herein.
- 1.5 Each parent shall have time with the minor children on the children's birthdays (set forth with specificity).
- 1.6 Each parent shall have two (2) weeks of uninterrupted annual vacation with the children with the other parent to receive written notice of such vacation request at least thirty (30) days prior to the vacation period's commencement. However, reasonable telephone contact is to be allowed.
- 1.7 Mother and father shall have the minor children at any other time as agreed upon in advance between the parents. The parents shall modify the schedule to meet the needs of the children. In the event they disagree as to modification, they shall utilize mediation or counseling before filing motions with the Court. Each parent will provide a bedroom(s) for the children separate from the parent's room.
- 1.8 If either parent desires to relocate, the relocating parent, under this Shared Parenting Plan must notify the Court of their intent to relocate and provide the Court with a new residence

address promptly. Said notice shall be filed with the Domestic Relations Docket Office who will forward said notice to the clerk of Courts and a copy forwarded to the other parent except as provided in Ohio Revised Code section 3109.051(G)(2)(3) and (4). Upon receipt of the Notice, the Court on it's own motion or the motion of the non-relocating parent may schedule a hearing with notice to both parents to determine whether it is in the best interest of the minor children to revise the Standard Parenting Order for the minor children.

1.9 The current address for Mother is: _____

1.10 The current address for Father is: _____

2. SUPPORT

2.1 _____(Father/Mother) shall pay support in the amount of \$_____

per month per child plus a 2% processing charge, payable through The Office of Child Support of The Department of Jobs and Family Services for the parties' child(ren). This order is effective _____ (date) and is payable monthly in the total amount of \$_____, including the processing charge. Notwithstanding Section 3109.01 of the Revised Code, the parental duty of support to children, including the duty of a parent to pay support pursuant to a child support order shall continue beyond the child's eighteenth birthday only in accordance with Section 3119.86 of the Revised Code. The duty of support shall continue during seasonal vacations. Father/Mother is responsible for making payments directly to The Office of Child Support of The Department of Jobs and Family Services until such time as a deduction order takes effect. Any payment made directly to the residential parent and not through The Office of Child Support of The Department of Jobs and Family Services shall be deemed a gift and not credited to the support account.

2.2 All child support and spousal support under this order shall be withheld or deducted from the income or assets of the obligor pursuant to a withholding or deduction notice or appropriate order issued in accordance with Chapters 3119, 3121, 3123 and 3125 of the

Revised Code or a withdrawal directive issued pursuant to sections 3123.24 to 3123.38 of the Revised Code and shall be forwarded to the obligee in accordance with Chapters 3119, 3121, 3123 and 3125 of the Revised Code.

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 CHILD 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.

3. TAX EXEMPTIONS

- 3.1 Beginning with tax year 20_____, _____ shall claim _____ and _____ shall claim _____ as a tax exemption for Federal, State and local income tax purposes to the extent allowed by law.
- 3.2 Each parent shall sign, execute and deliver to the other all documents requested by any taxing authority in order for the other to claim the children in the year in which they are entitled. Said documents shall be signed promptly upon request. Said entitlement shall be contingent upon Obligor being current in his/her support obligation for the tax year in question.

4. CHANGE OF RESIDENCE OF MINOR CHILD

4.1 Neither parent may remove the child(ren) from Hamilton County or its contiguous Ohio counties (i.e. Butler, Warren, Clermont counties) and establish residence for them in another county without first obtaining a court order or an agreed entry permitting such removal. (Note: To have legal effect, an agreed entry must be signed by both parents, their attorneys (if any), and the Court, and thereafter be filed with the Hamilton County Clerk of Courts.)

5. HEALTH MATTERS

5.1 _____ shall continue to maintain medical insurance for the benefit of the minor children. A Qualified Medical Child Support Order, Ohio Revised Code Section 3119.30 shall issue and is attached hereto. _____ Shall be designated to receive reimbursements from the insurance provider. The parents shall equally divide all uninsured and unreimbursed medical, hospital, optical, dental, psychological, psychiatric, prescription or orthodontic expenses incurred on behalf of the minor children except _____ shall be solely responsible for the first one hundred (\$100.00) dollars per calendar year per child for all uninsured expenses, including co-payments and deductibles. The remaining cost of uninsured expenses, additional co-payments and/or deductibles under the insurance plan for the children shall be shared by the parents equally.

5.2 The parents have selected a primary physician and dentist and shall make joint decisions in collaboration with them. The parents may obtain at his/her expense a second opinion.

Both parents shall have equal access to all information and records concerning the minor child(ren)'s health. Whichever parent has the child(ren) shall make the primary decision regarding emergency medical needs unless otherwise agreed to in writing. Each parent shall notify the other immediately in the event of a medical emergency involving the minor children.

5.3 Each parent shall promptly, upon receipt thereof, submit the medical provider's billing statement to the other parent. Each parent shall pay to the other parent his or her share of

uninsured medical and health expenses of the child(ren) within thirty (30) days of any billing statement. Reimbursement, as provided herein for all bills paid by a parent, shall be paid or arrangement agreed upon, to the appropriate party within thirty (30) days of his or her receipt of a copy of this bill.

6. ACCESS TO ALL OTHER RECORDS AND ACTIVITIES

- 6.1 Both parents shall be entitled to any and all other records related to the child (ren).
- 6.2 Both parents shall be entitled to attend student activities relating to the child (ren).
- 6.3 Both parents shall have access to any day care center, day care provider or babysitter that is, or that in the future may be, attended by the child(ren).

7. SCHOOLS

- 7.1 The parents shall consult as to the appropriate school placement for the minor child(ren). It is the parents' intent that the minor child(ren) attend public/private/parochial schools.
- 7.2 Both parents recognize that the child(ren) legally may attend either parent's school system. Currently _____ residence shall be used for school registration purposes.

8. RELIGION

- 8.1 The parents shall consult as to the appropriate religious education and training for the minor child(ren). It is the parents' intention to raise the minor child(ren) in the _____ faith.

9. TRANSPORTATION

- 9.1 _____ shall provide transportation at commencement of _____ parenting time and _____ shall provide transportation at termination of said time.
- 9.2 Both parents acknowledge their responsibility to discuss activities important to the child(ren) in advance, including times, dates and transportation needs, so that the child(ren) are not deprived of activities and maintaining friendships. The parent who has the child(ren) will take the responsibility for transportation, as agreed, to schedule activities and to school.

10. DISCIPLINE

10.1 The parents shall consult with each other regarding consistent and appropriate forms of discipline. The parent with whom the child(ren) are in residence at that time shall make the day to day decisions regarding discipline and shall advise the other parent immediately of his or her serious concerns about the minor child(ren)'s behavior. The parents shall strive to maintain consistent methods of discipline in the child(ren)'s best interest.

11. LIFE INSURANCE

11.1 Each parent shall name the minor child(ren) as equal beneficiaries on all existing or comparable life insurance policies currently in effect through the parents' employment. At the parents' discretion, a term policy in an equal face value amount may be substituted for the employment life insurance policy. Either parent may name a trust and a trustee of his or her own choosing on behalf of the minor child(ren) as the beneficiary of such policy proceeds informing the other parent in writing of such action.

12. MEDIATION

12.1 In an effort to implement the provisions of this order concerning shared parenting, father and mother shall, in the event of any major disagreement between them relating to the minor child(ren) and prior to any court hearing, seek co-parenting counseling, mediation and/or non-binding arbitration with qualified individuals knowledgeable about the subject matter on which they disagree, in an effort to resolve all disagreements that they themselves are unable to resolve. Parties choosing co-parenting counseling or mediation shall attend at least three (3) sessions of either process unless the process is deemed unproductive and terminated prior to the completion of three sessions by the counselor or mediator. The parties shall equally share the cost of any process chosen, unless they agree otherwise, or unless the Court orders costs allocated on some other basis. The parties may file the appropriate motions prior to the completion of the process chosen. However, no hearing shall be held, except by order of the Court, until the process is completed.

13. MISCELLANEOUS

- 13.1 Findings of Fact and Conclusions of Law pursuant to Ohio Revised Code (O.R.C.) section 3109.04, 3109.051 and 3109.052 are hereby waived, are not required, or have been addressed elsewhere by the Court.
- 13.2 Any keeper of any record who knowingly fails to comply with this plan, or a division (H) of section 3109.051 of the Ohio Revised Code, and any school official or employee who knowingly fails to comply with this order or division (J) of section 3109.051 of the Ohio Revised Code is in contempt of Court.
- 13.3 Willful non-compliance by a parent/party with this plan may result in a finding of contempt resulting in thirty (30) days to ninety (90) days incarceration, a \$250.00 to \$1,000.0 fine, and an award of the moving party's attorney fees and costs.
- 13.4 By signature on this plan the parents knowingly and voluntarily waives any requirement that the Court issue separate findings of fact/conclusions of law pursuant to Ohio Revised Code 3109.04, 3109.051 and 3109.052.

14. REPRESENTATION

- 14.1 Both parents have/have not at all times been represented by counsel.
- 14.2 Mother is represented by _____, Esquire, Phone: (513) _____

- Father is represented by _____, Esquire, Phone: (513) _____

15. CONTINUING JURISDICTION

- 15.1 The Hamilton County, Ohio, Court of Domestic Relations shall retain jurisdiction to enforce and/or modify any and all provisions of this Shared Parenting Plan in the best interest of the minor child(ren) as provided by law.

16. ENTIRE PLAN

16.1 This Shared Parenting Plan contains the entire Shared Parenting Plan and orders of this Court, and there are no representations, warranties, covenants, or undertakings other than those expressly set forth.

17. INCORPORATION INTO DECREE

17.1 This Shared Parenting Plan, as approved and adopted by the Court herein, shall be incorporated into a Shared Parenting Decree and entered as said Order of the Court.

RESPECTFULLY SUBMITTED

MOTHER

FATHER

DATE

DATE

ATTORNEY FOR MOTHER

ATTORNEY FOR FATHER