

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

Plaintiff/Petitioner 1

Case No.: _____

- vs / and -

Defendant/Petitioner 2

Shared Parenting Plan

The parties are the parents of the following children:

Child's Name	Date of Birth

I. DESIGNATION OF RESIDENTIAL PARENT AND LEGAL CUSTODIAN

The parties agree that they shall share parental rights and responsibilities for their minor child(ren) according to this shared parenting plan. Each parent shall be the residential parent and legal custodian of the minor child(ren).

If the parents are not residing in the same school district, the following parent shall be the child(ren)'s residential parent for school district assignment purposes.

Plaintiff/Petitioner 1 **-or-** Defendant/Petitioner 2

II. ALLOCATION OF PARENTING TIME BETWEEN PARENTS

(Select one of the following options by checking the appropriate)

(Option 1.) The child(ren) shall reside primarily with:

Plaintiff/Petitioner 1 **-or-** Defendant/Petitioner 2

The other parent shall exercise parenting time as provided to “nonresidential” parents by the Court’s Standard Parenting Time Order.

- OR -

(*Option 2.*) Each parent shall have liberal time with the child(ren) with the aim of maintaining a close relationship with both parents. In general, the child(ren) shall reside with Plaintiff/Petitioner 1 (*State the days and times the child(ren) will be with this parent.*)

and the child(ren) shall reside with Defendant/Petitioner 2: (*State the days and times the child(ren) will be with this parent..*)

III. ALLOCATION OF DECISION-MAKING AUTHORITY

(*Select one of the following options by checking the appropriate .*)

(*Option 1.*) The parents will cooperate in and discuss all matters affecting the child(ren) including, but not limited to, childcare; education; discipline; activities and hobbies (sports, music, dance, hunting, scouting, 4-H, etc...); religion and spirituality; grooming and hygiene; and health care (medical, dental, optical, psychological, etc...). Decisions shall be made jointly. If the parents are unable to agree, they shall attempt to resolve the disagreement through mediation.

- OR -

(*Option 2.*) Other (*State how the parents will make decisions about matters affecting the child(ren).*)

IV. CHILD SUPPORT (Select one of the following options by checking the appropriate)

(Option 1.) (Adopt existing child support order.) A support order for the child(ren) is already in effect, **a copy of which is attached**. The child support order is incorporated into this Shared Parenting Plan and shall become part of the Court's order for the allocation of parental rights and responsibilities for the child(ren) in this case. (**You MUST attach a copy of the child support order to this Shared Parenting Plan.**) The existing order shall be terminated effective the last day of the month in which this plan is adopted by the Court and the support order in this case shall become effective the first day of the following month. Any arrearages accrued under the prior child support order shall be preserved and shall transferred to this case.

- OR -

(Option 2) (Guideline support order with no deviation.) The Child Support Obligor (person paying support) is: Plaintiff/Petitioner 1 **-or-** Defendant/Petitioner 2 and the other parent is the Child Support Oblige (person receiving support). As required by law, a completed Child Support Worksheet is attached to this document. The Child Support Obligor shall pay current child support and cash medical support in the amounts calculated for that parent by the attached Worksheet. The Order for child support and cash medical support shall be effective on the date the decree adopting this plan is filed. Any prior child support order issued for the same child(ren) shall be terminated as of the effective date of this order. Arrearages or overpayments accrued under the prior order shall be preserved. If the Obligor(s) and the Oblige (s) under the order in this case are identical to the Obligor(s) and the Oblige (s) under the prior order, the preserved arrearages or overpayments shall be carried over into the SETS account established to administer the court child support order entered in the within case.

- OR -

(Option 3) (Guideline child support order with deviation.) The Child Support Obligor (person paying support) is: Plaintiff/Petitioner 1 **-or-** Defendant/Petitioner 2 and the other parent is the Child Support Oblige (person receiving support). As required by law, a completed Child Support Worksheet is attached to this document. The current support obligation and the cash medical support obligation calculated by the attached Worksheet is unjust and inappropriate and, therefore, not in the best interest of the minor child(ren). Instead of the amount calculated by the Worksheet, the Child Support Obligor shall pay:

1. \$_____ per month, plus 2% processing charge, for current child support, and
2. \$_____ per month, plus 2% processing charge, for cash medical support.

The Order for child support and cash medical support shall be effective on the date the decree adopting this plan is filed. Any prior child support order issued for the same child(ren) shall be terminated as of the effective date of this court child support order.

Arrearages or overpayments accrued under any prior order shall be preserved. If the Obligor(s) and the Obligee(s) under the order in this case are identical to the Obligor(s) and the Obligee(s) under the prior order, the preserved arrearages or overpayments shall be carried over into the SETS account established to administer the court child support order entered in the within case.

The deviation from the amount calculated by the Worksheet is based upon the following circumstances: *(Check all that apply and assign a monetary value to each circumstance checked.)*

The ability of each parent to maintain adequate housing for the child(ren) based on the following circumstances: _____

The parent's expenses, including child care expenses, school tuition, medical expenses, dental expenses, and other relevant expenses *(state amount paid for each expense):* _____

The following special and unusual needs of the child(ren), including needs arising from the physical or psychological condition of the child(ren): _____

The following court ordered payments: _____

The following extended parenting time or extraordinary costs associated with parenting time including extraordinary travel expenses when exchanging the child(ren) or children: _____

The following financial resources and the earning ability of the child(ren): _____

The relative financial resources, including the disparity in income between parties or households, other assets, and the needs of each parent, as follows: _____

The Child Support Obligee's annual income is equal to or less than one hundred percent (100%) of the federal poverty level.

The following benefits either parent receives from remarriage or sharing living expenses with another person: _____

The amount of federal, state, and local taxes actually paid or estimated to be paid by a parent or both parents, as follows: _____

The following significant in-kind contributions from a parent, including, but not limited to, direct payment for lessons, sports equipment, schooling, or clothing (*state amount paid for each expense*):

The extraordinary work-related expenses incurred by either parent, as follows:

The standard of living and circumstances of each parent and the standard of living the child would have enjoyed had the marriage continued or had the parents been married: _____

The following educational opportunities that would have been available to the child(ren) had the circumstances requiring a child support order not arisen: _____

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

The following post-secondary educational expenses paid for by a parent for the parent's own child(ren), regardless of whether the child(ren) are emancipated:

The following costs incurred or reasonably anticipated to be incurred by the parents in compliance with court-ordered reunification efforts in child abuse, neglect, or dependency cases: _____

The following extraordinary child care costs required for the child(ren) that exceed the maximum state-wide average cost estimate provided in Ohio Revised Code §3119.05(O)(1)(d) including extraordinary costs associated with caring for a child(ren) with specified physical, psychological, or education needs: _____

Other relevant factors (*be specific*): _____

V. REQUIREMENTS AND NOTICES APPLICABLE IN ALL CASES

All support under this order shall be withheld or deducted from the income or assets of the support obligor pursuant to a withholding or deduction notice or appropriate order issued in accordance with Chapters 3119., 3121., 3123., and 3125. of the Ohio Revised Code or a withdrawal directive issued pursuant to §§3123.24 to 3123.38 of the Ohio Revised Code and shall be forwarded to the obligee in accordance with Chapters 3119., 3121., 3123., and 3125. of the Ohio Revised Code.

The support obligor shall immediately notify the Muskingum County Child Support Enforcement Agency, in writing, of any change in employment (including self-employment), receipt of additional income/monies or termination of benefits. The support obligor shall include a description of the nature of the employment and the name, business address and telephone number of any employer.

The specific withholding or deduction requirements to be used to collect the support shall be set forth and determined by reference to the notices that are sent out by the Child Support Enforcement Agency in accordance with Ohio Revised Code §3121.03 and shall be determined without the need for any amendment to the support order. Those notices, plus the notices provided by the Child Support Enforcement Agency that require the child support obligor to notify the Child Support Enforcement Agency of any change in his/her employment status or of any other change in the status of his/her assets, are final and enforceable by the court. Each withholding notice shall be for the current child support, current cash medical support, any arrearage payment, and processing charges.

All payments of support shall be made through the Muskingum County Job and Family Services, Child Support Division, 1830 East Pike, P .O. Box 9, Zanesville, OH 43702-0009 (open weekdays from 7:15 a.m. - 4:45 p.m.) or through Ohio Child Support Payment Central, P.O. Box 182372, Columbus, OH 43218. Payments by certified check, money order, personal check, or traveler's check MUST be made through Ohio Child Support Payment Central. Checks or money orders must be made payable to "OCSPC". The Muskingum County Job and Family Services, Child Support Division, accepts cash payments, MasterCard, VISA, and Discover. All payments must include the following: Obligor's name, Social Security Number, SETS case number and Domestic Relations Court case number.

Pursuant to Ohio Revised Code §3121.45, any payment of money by the child support obligor to the child support obligee that is not made through Ohio Child Support Payment Central or the Child Support Enforcement Agency administering the support order shall not be considered a payment under the support order and, unless the payment is made to discharge an obligation other than support, shall be deemed a gift.

Payments shall be made in the manner ordered by the Court. If payments are to be made other than on a monthly basis, the required monthly administration by the Child Support

Enforcement Agency does not affect the frequency or the amount of the support payments to be made under the order.

The duty of child support and cash medical support for each child shall continue until further order of Court or until the above-named child reaches age 18 unless one of the following circumstances applies:

- The child is mentally or physical disabled and is incapable of supporting or maintaining himself or herself.
- The parents have agreed to continue child support beyond the date it would otherwise terminate.
- The child continuously attends a recognized and accredited high school on a full-time basis so long as the child has not, as yet, reached the age of 19 years old. Under this circumstance, child support will end at the time the child graduates or ceases to attend a recognized and accredited high school on a full-time basis or when the child reaches the age of 19, whichever occurs first.

The child support and cash medical support order will remain in effect during seasonal vacation periods until the order terminates.

The residential parent and legal custodian of the child(ren) shall immediately notify, and the child support obligor may notify, the Muskingum County Child Support Enforcement Agency of any reason for which the child support order should terminate, including, but not limited to, the child's death, marriage, emancipation (age 18 or high school completion/termination), enlistment in the Armed Services, deportation, or change of legal custody. A willful failure to notify the Child Support Enforcement Agency may be contempt of court.

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

IF YOU ARE THE OBLIGOR UNDER A CHILD SUPPORT ORDER AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY BE FINED UP TO \$50 FOR A FIRST OFFENSE, \$100 FOR A SECOND OFFENSE, AND \$500 FOR EACH SUBSEQUENT OFFENSE. IF YOU ARE AN OBLIGOR OR

OBLIGEE UNDER ANY SUPPORT ORDER ISSUED BY A COURT AND YOU WILLFULLY FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE SUBJECTED TO FINES UP TO \$1,000 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS.

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

VI. HEALTH INSURANCE COVERAGE

Both parents are responsible for payment of the child(ren)'s health care expenses that are not paid by insurance. To the extent that these expenses in any calendar year exceed the parents' annual combined cash medical support obligation.

Plaintiff/Petitioner 1 shall pay _____% of these expenses and Defendant/Petitioner 2 shall pay _____% of these expenses.

(Select one of the following options by checking the appropriate)

(Option 1.) Neither parent has private health insurance available at a reasonable cost. The Child Support Obligor is the "Health Insurance Obligor" by statutory presumption. The Child Support Obligor shall obtain private health insurance coverage not later than 30 days after it becomes available to him/her at a reasonable cost and shall notify the Muskingum County Job and Family Services, Child Support Division, when coverage has been obtained. If private health insurance becomes available at a reasonable cost to the Child Support Obligor, he/she shall notify the Muskingum County Job and Family Services, Child Support Division, and he/she may file a motion with the Court seeking a modification of this order.

- OR -

(Option 2.) The Child Support Obligor has private health insurance coverage available at a reasonable cost. Therefore, the Child Support Obligor is designated as the Health

Insurance Obligor and shall secure and maintain private health insurance coverage for the above-named child(ren).

- OR -

(*Option 3.*) The Child Support Obligor has health insurance coverage available at a reasonable cost and the Child Support Obligees has rebutted the presumption that he/she is the appropriate parent to provide health insurance coverage for the child(ren). Therefore, the Child Support Obligor is designated as the Health Insurance Obligor and shall secure and maintain private health insurance coverage for the minor children.

NOTICE TO THE HEALTH INSURANCE OBLIGOR

The Health Insurance Obligor shall provide to the child's legal custodian, not later than thirty days after the issuance of the order, information regarding the benefits, limitations, and exclusions of the coverage, copies of any insurance forms necessary to receive reimbursement, payment, or other benefits under the coverage, and a copy of any necessary insurance cards.

The Health Insurance Obligor shall provide to the Muskingum County Department of Job and Family Services, Child Support Division, not later than thirty days after the issuance of the order, documentation that verifies that coverage is being provided as ordered.

Plaintiff/Petitioner 1 *-or-* Defendant/Petitioner 2 is the person designated to be reimbursed by the health plan administrator for covered out-of-pocket medical, optical, hospital, dental, or prescription expenses paid for the child(ren).

The Health Insurance Obligor shall designate the child(ren) as covered dependents under any private health insurance policy, contract, or plan for which the person contracts. The Health Insurance Obligor's employer is required to release to the child's legal custodian, any person subject to an order issued under section 3109.19 of the Revised Code, 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 plan administrator and any policy, contract, or plan number, and to otherwise comply with this section and any order or notice issued under this section. 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 section 3119.34 of the Revised Code, which may result in the issuance of a notice requiring the new employer to take whatever action is necessary to enroll the children in private health care insurance coverage provided by the new employer, when insurance is not being provided by any other source.

VII. ALLOCATION OF CHILD TAX CREDIT

(Select one of the following options by checking the appropriate)

(Option 1.) Plaintiff/Petitioner 1 **-or-** Defendant/Petitioner 2 shall claim the child(ren) every year.

- OR -

(Option 2.) Plaintiff/Petitioner 1 shall claim the child(ren) for odd **-or-** even numbered years and Defendant/Petitioner 2 shall claim the child(ren) for the opposite years.

- OR -

(Option 3.) Plaintiff/Petitioner 1 shall claim the following child(ren) every year:

_____, and

Defendant/Petitioner 2 shall claim the following child(ren) every year:

_____.

VIII. RELOCATION

If either parent intends to relocate his or her residence, the parent shall file a notice of intent to relocate with the Muskingum County Clerk of Courts, Domestic Relations Division, 22 N. 5th St., Zanesville, OH 43701. The notice shall include the following information: a) the Case Number under which this Shared Parenting Plan is filed; b) the relocating parent’s name, old address, and new address; and c) the other parent’s name and current address.

If a parent intends to relocate his or her address and the relocation will increase the distance between the parents’ homes by 15 miles or more, the relocating parent shall first obtain a modification of the shared parenting plan that accommodates the increased distance and travel time.

IX. MODIFICATION

Before filing formal court action to enforce or modify the allocation of parental rights and responsibilities, including parenting time, the parents shall attempt to resolve disputes through mediation.

X. OTHER AGREEMENTS (Attach additional pages if needed.)

We have voluntarily entered into this Shared Parenting Plan and represent to the Court that the Plan is in the best interest of our child(ren). We request that the Court adopt this Shared Parenting Plan as its allocation of parental rights and responsibilities for our child(ren).

Plaintiff/Petitioner 1

Defendant/ Petitioner 2

Date: _____

Date: _____