

DISCLOSURE OF PERSONAL IDENTIFIER INFORMATION

NAME _____
 LAST MI FIRST

ADDRESS _____

DATE OF BIRTH ___ / ___ / ___ SOCIAL SECURITY NUMBER _____ - _____ - _____

Phone Number _____ Email _____

ADVERSE PARTY

NAME _____
 LAST MI FIRST

ADDRESS _____

DATE OF BIRTH ___ / ___ / ___ SOCIAL SECURITY NUMBER _____ - _____ - _____

Phone Number _____ Email _____

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

Plaintiff/Petitioner	:	CASE NO. _____
	:	
	:	JUDGE MARIA N. KALIS
	:	
-VS/AND-	:	MOTION TO CONVERT DIVORCE
	:	TO DISSOLUTION WITH
	:	CHILDREN
	:	
	:	
Defendant/Respondent/Petitioner	:	
	:	

Now comes _____ and respectfully moves the Court for an Order to convert the within Divorce action to a Dissolution proceeding, pursuant to R.C. Section 3105.65. A Petition for Dissolution with children containing grounds for such action, with required documents and affidavits, is hereby attached and incorporated within.

Movant Signature

CERTIFICATE OF SERVICE

A copy of the foregoing Motion was sent to _____
at _____ by regular US Mail
on the _____ day of _____, 20_____.

Movant Signature

By signing the above, you are representing to the Court that you have mailed a copy of your Motion to the person indicated at the stated address. You must mail a copy of this Motion to the opposing party unless they are represented by an attorney. If they are represented by an attorney, you must mail a copy of this Motion to the attorney.

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

Plaintiff

Case No. _____

Journal _____ Page _____

vs.

JUDGE MARIA N. KALIS

Defendant

**ENTRY CONVERTING
DIVORCE TO ACTION FOR
DISSOLUTION**

The parties having moved the Court to convert the within divorce action as filed on _____, to an action for dissolution and having submitted a Petition for Dissolution of Marriage with a Separation Agreement, and the Court finding said motion well taken,

IT IS THEREFORE ORDERED that:

1. The within divorce action is dismissed;
2. Copies of all documents filed herein shall be transferred to the Dissolution action opened for the parties with the filing of the Petition for Dissolution;
3. All pleadings transferred to the new action shall be marked with the new case number;
4. The balance of all monies deposited as court costs from the within action shall be transferred to the new Dissolution action;
5. The Clerk shall close the within action, marking the case jacket with the case number of the new action.

Copies of this Entry shall be filed in the above-captioned case and in the case jacket of the new Dissolution action. Copies of this Entry shall be served on all parties required by law.

MAGISTRATE

JUDGE

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

Name Case No. _____

Street Address Judge MARIA N. KALIS

City, State and Zip Code

Petitioner 1

and

Name

Street Address

City, State and Zip Code

Petitioner 2

**WARNING: This form is not a substitute for the benefit of the advice of legal counsel.
It is highly recommended that you consult an attorney.**

Instructions: This form is used to request ending the marriage when the parties have agreed on all aspects of the termination, including the division of real estate, personal property, debts, spousal support, and, if there is/are (a) child(ren), allocation of parental rights and responsibilities (custody), parenting time (companionship and visitation) and child support. A Separation Agreement (Uniform Domestic Relations Form 19) must be filed with this Petition. If there is/are child(ren), a Parenting Proceeding Affidavit (Uniform Domestic Relations Form 3) and either a Shared Parenting Plan (Uniform Domestic Relations Form 20) or a Parenting Plan (Uniform Domestic Relations Form 21) must be filed with this Petition. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

PETITION FOR DISSOLUTION OF MARRIAGE AND WAIVER OF SERVICE OF SUMMONS

WITH CHILDREN **WITHOUT CHILDREN**

Now come Petitioners and state as follows:

1. Petitioner 1 Petitioner 2 Both parties has/have been (a) resident(s) of the State of Ohio for at least six (6) months immediately before the filing of this Petition.

2. Petitioners consent to venue.

3. Petitioners were married on _____ (date of marriage)
in _____ (city or county, and state).

4. Neither party is pregnant OR a party is pregnant.

5. *Check all that apply.* (If more space is needed, add additional pages)

There is/are no minor child(ren) born from or adopted during this marriage or relationship.

The following child(ren) was/were born of the parties' relationship prior to the marriage:

Name of Child	Date of Birth
_____	_____
_____	_____
_____	_____
_____	_____

The following child(ren) was/were born from or adopted during this marriage:

Name of Child	Date of Birth
_____	_____
_____	_____
_____	_____
_____	_____

The following child(ren) was/were born from or adopted during this marriage or relationship and is/are mentally or physically disabled and will be incapable of supporting or maintaining themselves:

Name of Child	Date of Birth
_____	_____
_____	_____

The following child(ren) is/are subject to an existing order of parenting or support of another Court or agency:

Name of Child	Date of Birth	Name of Court or Agency
_____	_____	_____
_____	_____	_____

One party is not the parent of the following child(ren) who was/were born during the marriage:

Name of Child	Date of Birth
_____	_____
_____	_____

6. Military Service:

- Neither Petitioner 1 nor Petitioner 2 is an active-duty servicemember of the United States military.
 Petitioner 1 and/or Petitioner 2 is an active-duty servicemember of the United States military.

7. Petitioners entered into a Separation Agreement which is attached and incorporated herein as if fully written.

8. If Petitioners have (a) minor child(ren): (*select one*)
- Petitioners agreed to a Shared Parenting Plan which is attached and incorporated herein as if fully written.
 - Petitioners agreed to a Parenting Plan which is attached and incorporated herein as if fully written.
9. Petitioners are both over eighteen (18) years of age, are not under any disability, and waive all rights to receive Summons for the dissolution action through the Clerk of Courts.
10. _____, requests to be restored to the former name of _____.

Petitioners request that the Court dissolve their marriage and issue a Judgment Entry-Decree of Dissolution of Marriage adopting the terms of the Separation Agreement and the Shared Parenting Plan or Parenting Plan, if there is/are (a) child(ren).

Petitioner 1 Signature

Petitioner 2 Signature

Printed Name

Printed Name

Address

Address

City, State, Zip

City, State, Zip

Phone Number

Phone Number

Fax Number

Fax Number

E-mail

E-mail

Petitioner 1 Attorney Signature

Petitioner 2 Attorney Signature

Printed Name

Printed Name

Address

Address

City, State, Zip

City, State, Zip

Phone Number

Phone Number

Fax Number

Fax Number

E-mail

E-mail

Supreme Court Reg No.

Supreme Court Reg No.

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

_____ Case No. _____
Name
_____ Judge MARIA N. KALIS
Street Address
_____ City, State and Zip Code

Plaintiff/Petitioner 1

vs./and

_____ Name
_____ Street Address
_____ City, State and Zip Code

Defendant/Petitioner 2

**WARNING: This form is not a substitute for the benefit of the advice of legal counsel.
It is highly recommended that you consult an attorney.**

Instructions: This form is used to present an agreement to the Court regarding spousal support, the division of personal property, real estate, and debts resulting from the termination of marriage. If the parties have any minor child(ren) or child(ren) with disabilities, a Shared Parenting Plan (Uniform Domestic Relations Form 20) or Parenting Plan (Uniform Domestic Relations Form 21) must be attached. The Court may require additional forms to accompany this document. You must check the requirements of the county in which you file. **YOU MUST UPDATE THE CLERK OF COURTS IF ANY OF THE ABOVE CONTACT INFORMATION CHANGES.**

SEPARATION AGREEMENT

The parties, _____ and _____, state as follows:

1. The parties were married on _____ (date of marriage)
in _____ (city or county, and state).
2. The parties request that the termination of marriage be the date of the final hearing or the date specified:
_____.

3. The parties intend to live separate and apart.
4. Each party completed (a) financial disclosure affidavit(s) which fully and accurately lists and values all marital property, separate property, and any other assets, debts, income, and expenses.
5. Each party acknowledges that he/she reviewed the other party's completed financial disclosure affidavit(s).
6. Each party's financial disclosure affidavit(s) shall be filed in the Court's Family File pursuant to Sup.R. 44(C)(2)(h) no later than the date upon which this Agreement is filed.
7. Neither party has knowledge of any other property or debts of any kind in which either party has an interest.
8. Each party had the opportunity to value and verify all marital property, separate property, and debts.
9. A party's willful failure to disclose may result in the Court awarding the other party three (3) times the value of the property, assets, income, or expenses that were not disclosed.
10. This Agreement addresses spousal support, property, and debt division.
11. This Agreement is the complete agreement of the parties.
12. There are no other representations, agreements, statements, or prior writings that shall have any effect on this Agreement.
13. Each party fully understands this Agreement and has knowingly and voluntarily signed this Agreement.
14. No change to the terms of this Agreement shall be valid unless in writing and knowingly and voluntarily signed by both parties and incorporated into a Court order.

The parties agree as follows:

FIRST: SEPARATION

The parties shall live separate and apart. Neither party shall interfere with the activities, personal life, or privacy of the other, harass the other, or engage in any conduct calculated to restrain, embarrass, injure, or hinder the other in any way.

SECOND: PROPERTY

Marital property is defined in R.C. 3105.171. Generally, marital property is property acquired during the marriage which is owned by either or both spouses and property in which either spouse has an interest.

Separate property is defined in R.C. 3105.171. Generally, separate property is property that was inherited, acquired by one spouse prior to the date of marriage, acquired after a decree of legal separation under R.C. 3107.17, excluded by a valid antenuptial agreement, received as compensation for personal injury, (except for loss of marital earnings and compensation for expenses paid from marital assets), or any gift of property that was given to only one (1) spouse.

A. Real Estate: (select one)

Real estate includes, but is not limited to, land, mortgaged properties, buildings, fixtures attached to buildings, attached structures (for example, garage, in-ground pool), condominiums, time shares, mobile homes officially converted to real estate, natural condition stakes (for example, gas, oil, mineral rights, existing soil, including trees and landscape), and remainder rights in real estate.

1. Neither party has any ownership interest in any real estate.
2. One or both of the parties has/have an interest in real estate and agree to distribute the interest(s) as follows:

Address or Parcel Number of Property	Party

3. A legal description of the property (found in the property's deed) should be attached.
4. Each party shall pay and hold the other harmless from any debt, including mortgages, real estate taxes and assessments, and other liens owing on real estate received unless otherwise stated in this Agreement.
5. Other arrangements regarding real estate, including, but not limited to, refinancing or sale:

If the real estate is not in the name of the party to whom it is distributed, the parties shall transfer the property to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

B. Titled Vehicles: (select one)

Titled vehicles include, but are not limited to, boats, trailers, automobiles, motorcycles, trucks, mobile homes not officially converted to real estate, golf carts, motor scooters, sport utility vehicles (SUV), recreational vehicles (RV), and all purpose vehicles (APV). Provide vehicle year, make, model, and vehicle identification or serial number (VIN/SN) for all titled vehicle(s).

1. Neither party has any ownership interest in any titled vehicle(s).
2. Plaintiff/Petitioner 1 shall receive the following titled vehicle(s) free and clear of any claim of Defendant/Petitioner 2:

Year	Make	Model	VIN/SN

3. Defendant/Petitioner 2 shall receive the following titled vehicle(s) free and clear of any claim of Plaintiff/Petitioner 1

Year	Make	Model	VIN/SN

4. Each party shall pay and hold the other harmless from any debt owing on the titled vehicle(s) received unless otherwise stated in this Agreement.

5. Other arrangements regarding titled vehicles, including, but not limited to, refinancing or sale:

If any vehicle's title is not in the name of the party to whom it is distributed, the current title holder shall transfer that title to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement. If title cannot be transferred immediately to the party to whom the vehicle is distributed, the party holding the title shall make the following arrangements to obtain and pay for license plates, registration, and insurance:

C. Household Goods and Personal Property: (select one)

Household goods and personal property include, but are not limited to, pets, appliances, electronics, tools, air conditioner window units, doghouses, lawn mowers, above-ground pools, safety deposit boxes, jewelry, furniture, firearms, silverware, collections, china, and books.

- 1. The parties divided all of their household goods and personal property. Each party shall retain all household goods and personal property in his/her possession. The parties are satisfied with the division.
- 2. The parties divided all of their household goods and personal property. Each party shall retain all household goods and personal property in his/her possession, except as follows:

Plaintiff/Petitioner 1 shall receive:

Defendant/Petitioner 2 shall receive:

- 3. Delivery or pick-up of household goods and personal property shall be as follows:

4. Each party shall pay and hold the other harmless from any debt owing on the household goods and personal property he/she receives unless otherwise stated in this Agreement.

5. Other arrangements regarding household goods and personal property:

D. Financial Accounts: (select one)

Financial accounts include, but are not limited to, checking, savings, certificates of deposit, money market accounts, medical or health savings accounts, education or college saving plans (for example, 529 Plan), and trusts.

1. Neither party has any ownership interest in any financial accounts.

2. Plaintiff/Petitioner 1 shall receive the following:

Institution	Current Name(s) on Account	Type of Account
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____

3. Defendant/Petitioner 2 shall receive the following:

Institution	Current Name(s) on Account	Type of Account
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____
_____	_____	<input type="checkbox"/> checking <input type="checkbox"/> saving
_____	_____	<input type="checkbox"/> other: _____

4. Each party shall pay and hold the other harmless from any debt owing on the financial accounts he/she receives unless otherwise stated in this Agreement.

5. Other arrangements regarding financial accounts:

If any financial account is not held in the name of the party to whom it is distributed, the parties shall transfer the financial account to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

E. Stocks, Bonds, Securities, and Mutual Funds: (select one)

1. Neither party has an interest in any stocks, bonds, securities, or mutual funds.
2. Plaintiff/Petitioner 1 shall receive the following:

Institution	Current Name(s) on Account	Quantity and Description
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Defendant/Petitioner 2 shall receive the following:

Institution	Current Name(s) on Account	Quantity and Description
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Each party shall pay and hold the other harmless from any debt owing on the stocks, bonds, securities, or mutual funds he/she receives unless otherwise stated in this Agreement.
5. Other arrangements regarding the stocks, bonds, securities, or mutual funds:

If any stock, bond, security, or mutual fund is not in the name of the party to whom it is distributed, the parties shall transfer the stock, bond, security, or mutual fund to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

F. Business Interests: (select one)

1. Neither party has any interest in any business.
2. Plaintiff/Petitioner 1 shall receive the following:

Name of Business	Ownership Interest
_____	_____
_____	_____

3. Defendant/Petitioner 2 shall receive the following:

Name of Business	Ownership Interest
_____	_____
_____	_____

4. Each party shall pay and hold the other harmless from any debt owing on the business interests he/she receives unless otherwise stated in this Agreement.

5. Other arrangements regarding business interests:

If any business is not in the name of the party to whom it is distributed, the parties shall transfer the business to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

G. Pension, Profit Sharing, IRA, 401(k), Deferred Compensation, and Other Retirement Plans:

(select one)

1. Neither party has any interest in any pension, profit sharing, IRA, 401(k), deferred compensation, or other retirement plans.

2. Plaintiff/Petitioner 1 shall receive the following:

Institution	Name(s) on Plan	Amount/Share
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Defendant/Petitioner 2 shall receive the following:

Institution	Name(s) on Plan	Amount/Share
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Each party shall pay and hold the other harmless from any debt owing on any pension, profit sharing, IRA, 401(k), deferred compensation, or other retirement plans he/she receives unless otherwise stated in this Agreement.

5. Other arrangements regarding pension, profit sharing, IRA, 401(k), deferred compensation, or other retirement plans:

The parties shall arrange the transfer of any distributed interest in any pension, profit sharing, IRA, 401(k), deferred compensation, or other retirement plans to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

A Qualified Domestic Relations Order (QDRO), Division of Property Order (DOPO), or other required Order may be necessary to divide some of these assets. The QDRO, DOPO, or other required Order shall be prepared by: _____ and submitted to the Court within ninety (90) days after the final hearing. Expenses of preparation, approval, and filing shall be paid as follows:

The parties acknowledge that failure to file a QDRO, DOPO, or other required Order to effectuate the distribution of an interest in a pension, profit sharing, IRA, 401(k), deferred compensation, or other retirement plan may detrimentally affect the distribution of the retirement interest(s) and may result in further legal proceedings. The Court shall retain jurisdiction to effectuate the intended distribution of retirement interests and to issue, interpret, and enforce the terms of documents of transfer.

H. Life Insurance Policies: (select one)

1. Neither party has any interest in any life insurance policy(ies) with a cash value.

2. Plaintiff/Petitioner 1 shall receive the following policy(ies):

3. Defendant/Petitioner 2 shall receive the following policy(ies):

4. Each party shall pay and hold the other harmless from any debt owing on the life insurance policy(ies) he/she receives unless otherwise stated in this Agreement.

5. Other arrangements regarding life insurance policy(ies):

If any life insurance policy is not in the name of the party to whom it is distributed, the parties shall transfer the life insurance policy to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

I. Other Property: (select one)

1. Neither party has any other property.

2. Other property owned by one or both of the parties shall be distributed as follows:

Description of Property	Party
_____	_____
_____	_____
_____	_____
_____	_____

3. Each party shall pay and hold the other harmless from any debt owing on the property he/she receives unless otherwise stated in this Agreement.

4. Other arrangements regarding the property above:

If the property listed above is not in the possession or titled in the name of the party to whom it is distributed, the parties shall transfer the property to the proper party no later than thirty (30) days after filing the Final Judgment Entry unless otherwise provided in this Agreement.

THIRD: DEBTS (select all that apply)

1. Neither party owes any debt(s) which are not paid in full each month, including, but not limited to, credit cards, medical bills, student loans, tax obligations, and 401(k) or insurance loans.
2. Plaintiff/Petitioner 1 shall pay the following debt(s):

Creditor	Balance	Current Name on Account
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Defendant/Petitioner 2 shall pay the following debt(s):

Creditor	Balance	Current Name on Account
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Each party shall pay and hold the other harmless from the above listed debt unless otherwise stated in this Agreement

5. Other arrangements regarding debt(s), including refinancing:

6. The Court has continuing jurisdiction to determine whether a debt assigned to a party qualifies as an exception to discharge in bankruptcy.

7. Neither party shall incur liabilities in the name of the other party in the future.

FOURTH: SPOUSAL SUPPORT

A. No Spousal Support Obligation

Neither Plaintiff/Petitioner 1 nor Defendant/Petitioner 2 shall pay spousal support to the other, subject to any jurisdiction reserved in Section E below.

B. Spousal Support Obligation

Plaintiff/Petitioner 1 Defendant/Petitioner 2 shall pay spousal support to Plaintiff/Petitioner 1 Defendant/Petitioner 2 in the amount of \$_____ per month commencing on _____ Spousal support shall continue for a period of _____ months OR until further order of this Court.

C. Method of Payment of Spousal Support:

Spousal support payments shall be made directly to Plaintiff/Petitioner 1 Defendant/Petitioner 2. **(Direct payment can only be made if there are no minor child(ren) and in accordance with R.C. 3121.441.)**

Spousal support payments, plus two percent (2%) processing charge, shall be made to the Ohio Child Support Payment Central, P. O. Box 182372, Columbus, Ohio 43218-2372, as administered through the _____ County Child Support Enforcement Agency by: income withholding or other _____.

D. Termination of Spousal Support

Spousal support shall terminate earlier than the above stated date upon Plaintiff/Petitioner 1's or Defendant/Petitioner 2's death or in the event of the following: **(check all that apply)**

The cohabitation of the person receiving support in a relationship comparable to marriage.

The remarriage of the person receiving support.

Other: (specify) _____

E. Reservation of Jurisdiction

Under all circumstances, the Court shall retain jurisdiction over the issue of spousal support to hear and determine a Motion for Relief from Judgment pursuant to Civ.R. 60(B).

On other matters involving spousal support: *(check all that apply)*

The Court shall retain jurisdiction to establish or modify the amount and/or duration of spousal support in the event either party files bankruptcy.

The Court shall NOT retain jurisdiction to establish or modify the amount and/or duration of spousal support in the event either party files bankruptcy.

- The Court shall retain jurisdiction to modify the amount of the spousal support order.
- The Court shall NOT retain jurisdiction to modify the amount of the spousal support order.
- The Court shall retain jurisdiction to modify the duration of the spousal support order.
- The Court shall NOT retain jurisdiction to modify the duration of the spousal support order.

F. **Other orders** regarding spousal support: (*specify*) _____

G. **Arrearage or Overpayment**

- Any temporary spousal support arrearage or overpayment shall survive the Judgment Entry.
- Any temporary spousal support arrearage or overpayment shall not survive the Judgment Entry.
- Other: _____

FIFTH: NAME

_____ shall be restored
to the former name of _____

SIXTH: ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES, PARENTING TIME, CHILD SUPPORT, AND HEALTH CARE

- The parties do not have (a) child(ren) subject to the jurisdiction of the Court.
- The parties have (a) child(ren) subject to the jurisdiction of the Court, and a
 - Parenting Plan is attached
 - Shared Parenting Plan is attached.

SEVENTH: OTHER

The parties agree to the following additional matters: _____

EIGHTH: NON-USE OF OTHER'S CREDIT

Neither party shall incur any debt or obligation upon the credit of the other or in their joint names. If a party incurs such debt or obligation that party shall repay, indemnify, and hold the other harmless as to any such debt or obligation. All joint credit card accounts shall be immediately cancelled. All joint credit cards shall be immediately destroyed.

NINTH: INCORPORATION INTO JUDGMENT ENTRY

If one or both of the parties institute or have instituted proceedings for dissolution, divorce, or separation, this Agreement shall be presented to the Court with the request that it be adjudicated to be fair, just, and proper, and incorporated into a Judgment Entry.

TENTH: PERFORMANCE OF NECESSARY ACTS

Upon execution and approval of this Agreement by the Court, each party shall deliver to the other party, or permit the other party to take possession of all items of property to which each is entitled under the terms of this Agreement, and shall make all periodic payments required under the terms of this Agreement.

ELEVENTH: SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall continue in full force and effect.

TWELFTH: APPLICABLE LAW

All of the provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

THIRTEENTH: MUTUAL RELEASE

Except as otherwise provided, the parties release and forever discharge each other from any and all actions, suits, debts, claims, demands, and obligations whatsoever, both in law and in equity, which either of them ever had, now has, or may have or assert against the other upon or by reason of any matter or cause to the date of the execution of this Agreement.

Each party waives all rights of inheritance and the right to share in the estate of the other, and waives all rights which would otherwise be available as a surviving spouse, except payments or rights included in this Agreement.

Plaintiff/Petitioner 1 Signature

Defendant/Petitioner 2 Signature

Printed Name

Printed Name

Date

Date

ACKNOWLEDGMENT

STATE OF OHIO)
) SS
COUNTY OF _____)

Before me, a Notary Public, personally appeared _____, Plaintiff/Petitioner 1, who acknowledged that Plaintiff/Petitioner 1 has signed the Separation Agreement, that Plaintiff/Petitioner 1 understands the Separation Agreement, and that Plaintiff/Petitioner 1 is aware of the consequences of signing the Separation Agreement.

The foregoing Separation Agreement was acknowledged before me this _____ (date) by _____ (Plaintiff/Petitioner 1). No oath or affirmation was administered to the signer with regard to this notarial act.

Signature of Notary Public

Printed Name of Notary Public

Commission Expiration Date: _____

STATE OF OHIO

)
) SS
)

COUNTY OF _____

Before me, a Notary Public, personally appeared _____, Defendant/Petitioner 2, who acknowledged that Defendant/Petitioner 2 has signed the Separation Agreement, that Defendant/Petitioner 2 understands the Separation Agreement, and that Defendant/Petitioner 2 is aware of the consequences of signing the Separation Agreement.

The foregoing Separation Agreement was acknowledged before me this _____ (date) by _____ (Defendant/Petitioner 2). No oath or affirmation was administered to the signer with regard to this notarial act.

Signature of Notary Public

Printed Name of Notary Public

Commission Expiration Date: _____

(Affix seal here)

**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 Oblige(e)s under the order in this case are identical to the Obligor(s) and the Oblige(e)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 Oblige(e)'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).

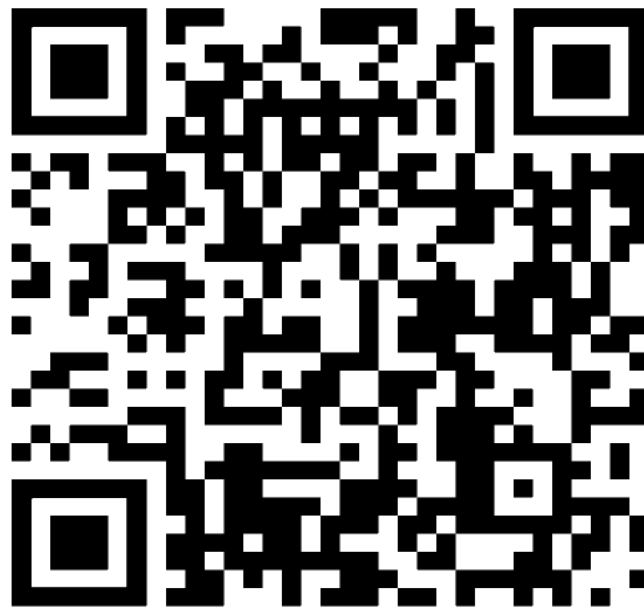
Plaintiff/Petitioner 1

Defendant/ Petitioner 2

Date: _____

Date: _____

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
CHILD SUPPORT CALCULATOR QR CODE**



**CHILD SUPPORT WORKSHEET REQUIRED ON
ALL CASES PERTAINING TO CHILDREN EVEN
IF NOT REQUESTING SUPPORT**

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

_____ Case No. _____
Plaintiff/Petitioner 1

JUDGE MARIA N. KALIS

vs./and

_____ **Defendant/Petitioner 2/Respondent**

Instructions: Check local court rules to determine when this form must be filed. By law, this affidavit must be filed and served with any Complaint, Petition or Motion regarding the allocation of parental rights and responsibilities, parenting time, custody, or visitation. Each party has a continuing duty while this case is pending to inform the Court of any parenting proceeding concerning the child(ren) in any other court in this or any other state. **If more space is needed, add additional pages.**

PARENTING PROCEEDING AFFIDAVIT (R.C. 3127.23(A))

Affidavit of _____

ONLY CHECK THE FOLLOWING BOX IF YOU BELIEVE THAT THE HEALTH, SAFETY, OR LIBERTY OF YOURSELF OR YOUR CHILD(REN) WOULD BE JEOPARDIZED BY THE DISCLOSURE OF YOUR ADDRESS OR IDENTIFYING INFORMATION. YOU ACKNOWLEDGE THAT THE COURT MAY CONDUCT A HEARING REGARDING THE BASIS FOR YOUR REQUEST.

Pursuant to R.C. 3127.23(D), I allege that my health, safety, or liberty or that of my child(ren) would be jeopardized by the disclosure of identifying information to my spouse or the public. Therefore, I request that my address be placed under seal. I have marked the corresponding box next to each address I am requesting to be sealed.

1. (Number): _____ Minor child(ren) is/are subject to this case as follows:

Insert the information requested below for all minor or dependent children of the parties. You must list the residences for all places where the children have lived for the last **FIVE** years.

a. Child's name		Place of birth	Date of birth	Sex <input type="checkbox"/> M <input type="checkbox"/> F
Period of residence	Address Confidential	Person child lived with (name and address)		Relationship
to present				
to	<input type="checkbox"/>			
to				
to				

b. Child's name		Place of birth	Date of birth	Sex <input type="checkbox"/> M <input type="checkbox"/> F
Period of residence	Address Confidential	Person child lived with (name and address)		Relationship
to present	<input type="checkbox"/>			
to				
	<input type="checkbox"/>			
to				
	<input type="checkbox"/>			
to				

c. Child's name		Place of birth	Date of birth	Sex <input type="checkbox"/> M <input type="checkbox"/> F
Period of residence	Address Confidential	Person child lived with (name and address)		Relationship
	<input type="checkbox"/>			
to present				
	<input type="checkbox"/>			
to				
	<input type="checkbox"/>			
to				
	<input type="checkbox"/>			
to				

. Additional children are listed on Attachment 1(d). (Provide requested information for additional children on an attachment labeled 1(d).)

2. Participation in custody case(s): (Check only one box)

- I **HAVE NOT** participated as a party, witness, or in any capacity in any other case, in this or any other state, concerning the custody of or visitation (parenting time), with any child subject to this case.
- I **HAVE** participated as a party, witness, or in any capacity in any other case, in this or any other state, concerning the custody of or visitation (parenting time), with any child subject to this case.

Explain: _____

- a. Name of each child: _____
- b. Type of case: _____

- c. Court and State: _____
- d. Date and court order or judgment (if any): _____

3. Information about custody case(s): (Check only one box)

- I **HAVE NO INFORMATION** of any cases that could affect the current case, including any cases relating to custody; domestic violence or protection orders; dependency, neglect, or abuse allegations; or adoptions concerning any child subject to this case.
- I **HAVE THE FOLLOWING INFORMATION** concerning cases that could affect the current case, including any cases relating to custody; domestic violence or protection orders; dependency, neglect, or abuse allegations; or adoptions concerning a child subject to this case, other than listed in Paragraph 2.

Explain: _____

- a. Name of each child: _____
- b. Type of case: _____
- c. Court and State: _____
- d. Date and court order or judgment (if any): _____

4. Information about criminal convictions:

List all of the criminal convictions, including guilty pleas, for you and the members of your household for the following offenses: any criminal offense involving acts that resulted in a child being abused or neglected; any domestic violence offense that is a violation of R.C. 2919.25; any sexually oriented offense as defined in R.C. 2950.01; and any offense involving a victim who was a family or household member at the time of the offense and caused physical harm to the victim during the commission of the offense.

NAME	CASE NUMBER	COURT/COUNTY/STATE	CHARGE

5. Persons not a party to this case: (Check only one box)

- I **DO NOT KNOW OF ANY PERSON** not a party to this case who has physical custody claims to have custody or visitation rights with respect to any child subject to this case.
- I **KNOW THAT THE FOLLOWING NAMED PERSON(S)** not a party to this case has/have physical custody or claim(s) to has/have custody or visitation rights with respect to any child subject to this case.

- a. Name/Address of Person: _____
 has physical custody claims custody rights claims visitation rights
 Name of each child: _____
- b. Name/Address of Person: _____
 has physical custody claims custody rights claims visitation rights
 Name of each child: _____
- c. Name/Address of Person: _____
 has physical custody claims custody rights claims visitation rights
 Name of each child: _____

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

Plaintiff/Petitioner 1

vs./and

Defendant/Petitioner 2

Case No. _____

Judge MARIA N. KALIS

Instructions: Check local court rules to determine when this form must be filed. This affidavit is used to disclose health insurance coverage that is available for children of the relationship. It is also used to determine child support. **If more space is needed, add additional pages.**

HEALTH INSURANCE AFFIDAVIT

Affidavit of _____
(Print Name)

		<u>Plaintiff/Petitioner 1</u>		<u>Defendant/Petitioner 2</u>				
Is/are your child(ren) currently enrolled in a government-provided program (i.e. Healthy Start/ Medicaid)?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Is/are your child(ren) enrolled in an individual (non-group or COBRA) health insurance plan?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Is/are your child(ren) enrolled in a plan found through the exchange/Affordable HealthCare Marketplace?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Is/are your child(ren) enrolled in a health insurance plan through a group (employer or other organization)?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
If your child(ren) is/are not enrolled, does/do he/she/they have health insurance available through a group (employer or other organization)?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Does the available insurance cover primary care services within 30 miles of the children's home?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Under the available insurance, what is the annual premium you pay for family coverage?	\$	_____		\$	_____			
Name of group (employer or organization) that provides health insurance	_____		_____					
Address	_____		_____					
Phone Number	_____		_____					

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

Plaintiff / Petitioner

-vs-/-and-

Defendant / Petitioner

Case No.: _____

Judge Maria N. Kalis

FINANCIAL AFFIDAVIT (DR1)

_____, Affiant(s), being duly sworn, say(s):

PART A - CASE INFORMATION

	Plaintiff / Petitioner	Defendant / Petitioner
Full Name		
Street Address		
City/State/Zip		
Telephone		
Social Security No.		
Date of Birth		
Employer/Source of Income		
Street Address		
City/State/Zip		
Telephone		
Acct./Claim No.		

PART B - ANNUAL INCOME

	Plaintiff / Petitioner	Defendant / Petitioner
Gross annual wages (excluding overtime and bonuses)	\$	\$
Gross annual overtime and bonuses	\$	\$
Gross annual unemployment benefits	\$	\$
Gross annual worker's compensation	\$	\$
Gross annual interest or dividends	\$	\$
Other:	\$	\$
TOTAL GROSS ANNUAL INCOME:	\$	\$
Income Tax Actually Paid (Federal/State/Local)	\$	\$
F.I.C.A.	\$	\$
Mandatory Retirement Plan	\$	\$
Union Dues	\$	\$
TOTAL ANNUAL DEDUCTIONS:	\$	\$
TOTAL NET ANNUAL INCOME:	\$	\$

PART C -DEPENDENT INFORMATION

LIST EACH BIOLOGICAL OR ADOPTIVE MINOR CHILD, NOT THE SUBJECT OF THIS ACTION, LIVING WITH EITHER PARTY AND STATE THE ANNUAL AMOUNT OF CHILD SUPPORT RECEIVED FOR EACH CHILD. DO NOT INCLUDE THE CHILD(REN) INVOLVED IN THIS ACTION, DO NOT INCLUDE STEP-CHILDREN.

Plaintiff / Petitioner's Household		Defendant / Petitioner's Household	
Child's Name	Annual Support	Child's Name	Annual Support
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$

PART D -EXPENSES

STATE EACH PARTY'S ACTUAL EXPENSES PER MONTH:

	Plaintiff / Petitioner	Defendant/ Petitioner
1. Housing		
2. Utilities		
3. Insurance		
a. Auto		
b. Life		
c. Health		
4. Uninsured Medical / Dental		
5. Clothing		
6. Groceries and household supplies		
7. Transportation		
8. Work-related child care		
9. Child support paid for other child(ren) (attach certified statement from CSEA)		
10. Spousal support paid for ex-spouse (attach certified statement from CSEA)		
11. Installment Payments (List name of creditor):		
a.		
b.		
c.		
d.		
e.		
12. Other (Specify):		
a.		
b.		
c.		
d.		
e.		
TOTAL EXPENSES PER MONTH:		

PART E -ASSETS

LIST ALL ASSETS OWNED BY EACH PARTY, WHETHER ALLEGED TO BE MARITAL OR SEPARATE PROPERTY.

Description	Owned By	Value
1. Cash and Funds on Deposit (List name of institution and account number)		
2. Real property		
3. Tangible Personal Property (Include vehicles and household goods.)		
4. Pensions, Profit-Sharing Plans, Etc...		
5. Stocks, Bonds, and Other Securities		
6. Other:		

PART F -DEBTS

LIST ALL DEBTS OWED BY EACH PARTY, WHETHER ALLEGED TO BE MARITAL OR SEPARATE DEBT. **INCLUDE INSTALLMENT DEBTS LISTED IN PART D.**

Creditor	Owned By	Balance Due

PART G -GROUP HEALTH INSURANCE FOR MINOR CHILDREN

INSTRUCTION: **IF MINOR CHILDREN ARE INVOLVED IN THIS ACTION**, ANSWER THE FOLLOWING QUESTIONS ABOUT THE AVAILABILITY, COST, AND COVERAGE OF GROUP HEALTH INSURANCE FOR THE MINOR CHILDREN. **IF MINOR CHILDREN ARE NOT INVOLVED IN THIS ACTION, DO NOT COMPLETE PART G.**

	Plaintiff / Petitioner	Defendant / Petitioner
AVAILABLE THROUGH EMPLOYER (YES or NO)		
AVAILABLE THROUGH NON-EMPLOYER (YES or NO)		
NAME AND ADDRESS OF INSURANCE COMPANY		
GROUP POLICY NUMBER		
COST TO YOU OR THE OTHER PARTY PER YEAR:		

Summarize the benefits of each plan (i.e. DEDUCTIBLES, CO-PAYMENTS, HMO, COMPREHENSIVE, MAJOR MEDICAL, DENTAL, OPTICAL, ETC...).

Plaintiff / Petitioner's policy:

Defendant / Petitioner's policy:

Affiant

Sworn to and subscribed before me this _____ day of _____, 20 ____ .

Notary Public

Affiant

Sworn to and subscribed before me this _____ day of _____, 20 ____ .

Notary Public

APPLICATION FOR CHILD SUPPORT SERVICES NON-PUBLIC ASSISTANCE APPLICANT

IMPORTANT: If you are receiving ADC or Medicaid, **do not** complete this application, because you became eligible for child support services when you became eligible to receive ADC or Medicaid.

I the undersigned, _____ request Child Support Services from the **Muskingum County** Child Support Enforcement Agency. I understand and agree to the following conditions:

- A. I am a resident of the County in which services are requested.
- B. Recipients of child support services shall cooperate to the best of their ability with the CSEA. (See attached rights and responsibility information).

The Child Support Enforcement Agency can assist you in providing the following Services:

1. Location of Absent Parents.

The agency can assist in finding where an absent parent is currently living, in what city, town or state. The applicant can request **"Location Services ONLY"**, if the sole need is to find the whereabouts of the absent parent.

2. Establishment or Modification of Child Support and Medical Support.

The CSEA can assist you to obtain an order for support if you are separated, have been deserted or need to establish paternity (fatherhood). The CSEA can also assist you in changing the amount of support orders (modification), and to establish a medical support order.

3. Enforcement of Existing Orders.

The CSEA can help you collect current and back child support.

4. Federal and State Income Tax Offset Submittals for the Collection of Child Support Arrearages.

The agency can assist in collecting back support (arrearages) by intercepting a non-payor's federal and state income tax refunds on some cases.

5. Withholding of Wages and Unearned Income for the Payment of Court Ordered Support.

The agency can help you get payroll deductions for current and back child support and can intercept unemployment compensation to collect child support.

6. Establishment of Paternity.

The agency can obtain an order for the establishment of paternity (fatherhood), if you were not married to the father of the child. An absent parent may request paternity services.

7. Collection and Disbursement of Payments.

The CSEA can collect the child support for you, and send you a check for the amount of the payments received. Back support collected will be paid to you until all of the back support you are owed is paid.

8. Interstate Collection of Child Support.

The agency can assist you in collecting support if the payor is living in another state or in some foreign countries.

C. The only fee you can be charged for services is a one dollar application fee. Some counties pay this fee for the applicants.

D. In providing IV-D services, the CSEA and any of its contracted agents (e.g., prosecutors, attorneys, hearing officers, etc.) represent the best interest of the children of the state of Ohio and do not represent any IV-D recipient or the IV-D recipient's personal interest.

APPLICANT INFORMATION (INFORMATION ABOUT YOU)	
Name	Date of birth
Social Security Number (SSN)	Current Marital Status (Check One) <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Separated <input type="checkbox"/> Deserted <input type="checkbox"/> Widowed

Type(s) of Service(s) Requested: All services listed _____ Location of absent parent only _____

Other (please explain): _____

I understand that the Child Support Agency – within 20 days of receiving this application will contact me by a written notice to inform me if my case has been accepted for child support services (IV-D Services).

Signature of Applicant	Date
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Applicants Name (Last, First, Middle)				Telephone Number (Home)
Address (Street/Route, P.O. Box)				(Work)
City, State, Zip Code				
INFORMATION ON CHILDREN				
	Child 1	Child 2	Child 3	Child 4
a. Name				
b. Sex				
c. SSN				
d. Date of Birth (DOB)				
e. Name(s) of Absent Parent				
f. Has Paternity (Fatherhood) Been Established?				
g. Is There An Order For Support <input type="checkbox"/> Yes <input type="checkbox"/> No				
ABSENT PARENT INFORMATION OR PARENT ORDERED TO PAY CHILD SUPPORT				
	Absent Parent #1	Absent Parent #2	Absent Parent #3	
Name				
Address (City, State, Zip Code)				
SSN				
Date of Birth (DOB)				
Name of Employer				
Address of Employer (City, State, Zip Code)				
Amount of Support Ordered (Wk, Bi-Wk, Mo)				
Case Number on Support Order				
Date of Support Order				
Location Where Order Was Issued (City, State, Zip Code)				
Military Service Give Date and Branch Entered				
Arrest Record: Give Date and Place of Arrest				
If the absent parent has been on Public Assistance: Give Date and Place				
Give Name and Address of Current Spouse of Absent Parent				
<ul style="list-style-type: none"> Have you ever been on Public Assistance? Yes No 				
When (Date)	Where (City and State)		County	
FOR AGENCY USE ONLY				
Case Name	Date Requested		Date Mailed or Provided	
Case Number	Date Returned or File Date			