

If you or your spouse own any **real estate**, or have any type of **pension plan**, you should **consult a private attorney** before using these forms.

Washington County

NEEDED FOR DISSOLUTION OF MARRIAGE
(with children)

Type or Print all Forms - *If you are downloading the forms from the website, the forms are in PDF and can be typed online and then saved on your computer or flash drive for revision and printing.*

Need for Filing:

ORIGINAL PETITION FOR DISSOLUTION and two copies
ORIGINAL SEPARATION AGREEMENT and five copies
Either ORIGINAL PARENTING PLAN **or** SHARED PARENTING PLAN (*not both*)
And PARENTING JUDGMENT ENTRY - four copies of each
ORIGINAL FINAL DECREE OR ENTRY OF DISSOLUTION and four copies
INFORMATION SHEET- original and two copies
ORIGINAL PARENTING PROCEEDING AFFIDAVIT FILLED OUT BY EACH
PARTY and two copies
ONE ORIGINAL AFFIDAVIT OF INCOME and EXPENSES FILLED OUT BY EACH
PARTY and two copies
ORIGINAL AFFIDAVIT OF PROPERTY and two copies

An original and two copies of any other documents you need to file

If child support has NOT been established:

You will both also need to fill out the information packet for Washington County Child Support and submit it to Washington County Child Support BEFORE you file for the dissolution so that the agency can complete the worksheet for your final entry of dissolution. ***YOUR DISSOLUTION WILL NOT BE ACCEPTED IF YOU HAVE NOT FILED WITH CHILD SUPPORT!***

All originals should be signed and notarized before copying

Filing fees:

Deposit at time of filing paperwork (only a deposit, there may be additional costs)

\$350 for dissolution with children

If unable to make deposit for costs, can file a request to waive prepayment of costs, however, you may still be required to pay court costs

IN THE COURT OF COMMON PLEAS

Division
COUNTY, OHIO

Name : Case No.
Street Address :
City, State and Zip Code : Judge
Petitioner :
and : Magistrate
Name :
Street Address :
City, State and Zip Code :
Petitioner :

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 16) and either a Shared Parenting Plan (Uniform Domestic Relations Form 17) or a Parenting Plan (Uniform Domestic Relations Form 18), if applicable, must be filed with this Petition.

PETITION FOR DISSOLUTION OF MARRIAGE AND
WAIVER OF SERVICE OF SUMMONS WITH CHILDREN WITHOUT CHILDREN

The Petitioners, Husband, (name) and
Wife, (name), say as follows:

- 1. The Husband Wife Both parties has/have been (a) resident(s) of the State of Ohio for at least six months.
2. The Husband Wife Both parties has/have been (a) resident(s) of County for at least 90 days immediately before the filing of this Petition.
3. The Petitioners were married to one another on (date of marriage) in (city or county, and state).

4. Check all that apply:

- The Wife is not pregnant.
- The Wife is pregnant and the approximate due date is _____ .
- No children were born from or adopted during this marriage or relationship.
- All children born from or adopted during this marriage or relationship are adults and not mentally or physically disabled child(ren) incapable of supporting or maintaining themselves.
- The Petitioners are the parents of _____ (number) child(ren) born from or adopted during this marriage or relationship. Of the child(ren), _____ (number) is/are emancipated adult(s) and not under any disability. The following _____ (number) of child(ren) is/are minor child(ren) and/or mentally or physically disabled and incapable of supporting or maintaining themselves (name and date of birth of each child):

| Name of Child | Date of Birth |
|---------------|---------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Husband is not the biological father of the following child(ren) who was/were born during the marriage (name and date of birth of each child): _____

5. The following child(ren) of this marriage or relationship is/are subject to a custody or parenting order in a different Court proceeding (name of each child and the Court that issued the custody or parenting order): _____

6. The Petitioners have entered into a Separation Agreement which is attached. If Petitioners have (a) minor child(ren) (select one):

- The Petitioners have agreed to a Parenting Plan which is attached.
- The Petitioners have agreed to a Shared Parenting Plan which is attached.

7. The Petitioners further say as follows:

- We are both over 18 years of age.
- We are not under any legal disability.
- We waive all rights to receive summons for the dissolution action through the Clerk of Courts.
- We have read this Petition and voluntarily ask this Court to dissolve the marriage.

8. The Petitioner _____ requests to be restored to the former name of: _____

The Petitioners request the Court for a Decree of Dissolution of their marriage pursuant to the terms of the Separation Agreement and the Shared Parenting Plan or Parenting Plan, if there is/are (a) child(ren).

Your Signature (Husband)

Your Signature (Wife)

Telephone number at which the Court may reach you or at which messages may be left for you

Telephone number at which the Court may reach you or at which messages may be left for you

IN THE COURT OF COMMON PLEAS

Division
COUNTY, OHIO

Plaintiff/Petitioner
Street Address
City, State and Zip Code
and
Magistrate
Plaintiff/Petitioner
Street Address
City, State and Zip Code

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.

SEPARATION AGREEMENT

The parties, Husband, and Wife, state the following.

- 1. The parties were married to one another on (date of marriage) in (city or county, and state), and request that the termination of marriage be the date of final hearing or as specified:
2. The parties intend to live separate and apart.
3. Each party has made full and complete disclosure to the other of all marital property, separate property, and any other assets, debts, income, and expenses.
4. Neither party has knowledge of any other property and debts of any kind in which either party has an interest.

5. Each party has had the opportunity to value and verify all marital property, separate property, and debts.
6. A party's willful failure to disclose may result in the Court awarding the other party three times the value of the property, assets, income, or expenses that were not disclosed by the other party.
7. This Agreement addresses spousal support, property, and debt division.
8. This written Agreement is the complete agreement of the parties.
9. There are no other representations, agreements, statements, or prior writings that shall have any effect on this Agreement.
10. Each party fully understands the Agreement and has knowingly and voluntarily signed the Agreement.
11. No change to the terms of this Agreement shall be valid unless in writing and knowingly and voluntarily signed by both parties.

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, nor engage in any conduct calculated to restrain, embarrass, injure, or hinder the other in any way.

SECOND: PROPERTY

Marital property as defined in R.C. 3105.171 is property owned by either or both spouses and property in which either spouse has an interest in the property. Separate property as defined in R.C. 3105.171 is real or personal 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, 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 spouse. If separate property is involved, the owner should consider consulting an attorney. The party not receiving the separate property waives all interest in the property.

A. Real Estate (select one):

Real estate includes lands, mortgaged properties, buildings, fixtures attached to buildings, attached structures (for example, garage, in-ground pool), condominiums, time shares, mobile homes, natural condition stakes (for example, gas, oil, mineral rights, existing soil, including trees and landscape), and inheritance rights in real estate. The property's legal description is on the deed or mortgage papers.

1. The parties do not own any real estate.

2. Marital Real Estate

The parties owned real estate in one or both of their names and agree to award it as follows. A legal description of the property must be attached. (Attach a copy of the property's deed or mortgage papers.)

| Location of Property | Awarded to |
|----------------------|------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

4. Other debt payment arrangements, including refinancing: _____

If the real estate is not in the name of the party to whom it is awarded, the parties shall make arrangements to transfer the property to the proper party as soon as possible.

B. Titled Vehicles (select one):

Titled vehicles include boats, trailers, automobiles, motorcycles, trucks, mobile homes, golf carts, motor scooters, sport utility vehicles (SUV), recreational vehicles (RV), all purpose vehicles (APV). Provide vehicle model, make, year, and serial number for all titled vehicle(s) that will be transferred.

- 1. The parties do not own any titled vehicle(s) in either party's name.
- 2. The titled vehicle(s) has/have already been divided or transferred, including all rights, title and interest in the vehicle(s) and is/are in the possession of the proper party. The parties are satisfied with the division.

3. The parties own titled vehicle(s) which has/have not been divided or transferred. Husband shall receive the following vehicle(s), free and clear of any claims from the Wife:

and Wife shall receive the following vehicle(s), free and clear of any claims of the Husband:

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

5. Other debt payment arrangements regarding titled vehicle(s): _____

If the vehicle's title is not in the name of the party to whom the vehicle is awarded, the current title holder shall transfer that title to the proper party as soon as the title is available for transfer. If title cannot be transferred immediately to the party to whom the vehicle is awarded, 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 appliances, tools, air conditioner window units, doghouses, lawn mowers, riding lawn mowers, above ground pools, safety deposit boxes, jewelry, furniture, refrigerators, silverware, collections, china, and books.

1. The household goods and personal property are already divided and in the possession of the proper party. The parties are satisfied with the division.

2. The parties have household goods and personal property which have not been divided.
Husband shall have the following: _____

and Wife shall have the following: _____

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

4. Each party shall pay for 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 debt arrangements regarding household goods and personal property: _____

The parties shall make arrangements to transfer possession of the household goods and personal property to the proper party as soon as possible.

D. Financial Accounts (select one):
Financial accounts include 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. The parties do not have any financial accounts.
- 2. The parties have financial accounts and agree the accounts are already divided and in the name of the proper party. The parties are satisfied with the division.
- 3. The parties have financial accounts which are not divided.
Husband 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: _____ |

and Wife 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 for 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: _____

The parties shall make arrangements to transfer the financial accounts to the proper party as soon as possible.

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

1. The parties do not have any stocks, bonds, securities, or mutual funds.
2. One or both parties has/have stocks, bonds, securities, or mutual funds which are already divided and in the name of the proper party. The parties are satisfied with the division.
3. One or both parties has/have stocks, bonds, securities, or mutual funds which are not divided.
Husband shall receive the following:

| Institution | Current Name(s) on Account | Number of Shares |
|-------------|----------------------------|------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

and Wife shall receive the following:

| Institution | Current Name(s) on Account | Number of Shares |
|-------------|----------------------------|------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

4. Each party shall pay for 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:

The parties shall make arrangements to sell or transfer the stocks, bonds, securities, or mutual funds to the proper party as soon as possible.

F. Business Interests (select one):

1. The parties do not have any business interests.
2. One or both parties has/have business interests and which are already divided and in the name of the proper party. The parties are satisfied with the division.

3. One or both parties has/have business interests which have not been divided.

Husband shall receive the following:

| Name of Business | Ownership Interest |
|------------------|--------------------|
| _____ | _____ |
| _____ | _____ |

and Wife shall receive the following:

| Name of Business | Ownership Interest |
|------------------|--------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

4. Each party shall pay for 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: _____

The parties shall make arrangements to transfer the business interests to the proper party as soon as possible.

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

1. The parties do not have any pension, profit sharing, IRA, 401(k), or other retirement plans.
2. The pension(s), profit sharing, IRA, 401(k), or other retirement plans are already divided and in the proper party's name. The parties are satisfied with the division.
3. The parties have pension(s), profit sharing, IRA, 401(k), or other retirement plans which have not been divided.

Husband shall receive the following:

| Company | Name(s) on Plan | Amount/Share |
|---------|-----------------|--------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

and Wife shall receive the following:

| Company | Name(s) on Plan | Amount/Share |
|---------|-----------------|--------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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

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

The parties shall make arrangements to transfer interest in the pension(s), profit sharing, IRA, 401(k), or other retirement plans to the proper party as soon as possible.

A Qualified Domestic Relations Order (QDRO) or Division of Property Order (DOPO) may be necessary to divide some of these assets. If so, the QDRO and DOPO will be prepared by:

and submitted to the Court within 90 days after the final hearing. Expenses of preparation shall be paid as follows: _____

The Court retains jurisdiction to interpret and enforce the terms of the documents of transfer.

H. Life Insurance Policies (select one):

1. The parties do not have any life insurance policy(ies) with a cash value.
2. The parties have life insurance policy(ies) and agree the cash value of all life insurance policy(ies) has/have already been divided. The parties are satisfied with the division.
3. The parties' life insurance policy(ies) has/have not been divided.

Husband shall receive the following policy(ies), free and clear of any claims of the Wife: _____

and Wife shall receive the following policy(ies), free and clear of any claims of the Husband:

4. Each party shall pay for 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): _____

The parties shall make arrangements to transfer interest in the life insurance policy(ies) to the proper party as soon as possible.

1. Other Property (select one):

1. The parties do not have any other property.

2. The property shall be awarded as follows:

Description of Property

To Be Kept By

| | | | | |
|-------|----------------------------------|-------------------------------|--------------------------------|-------|
| _____ | <input type="checkbox"/> Husband | <input type="checkbox"/> Wife | <input type="checkbox"/> Other | _____ |
| _____ | <input type="checkbox"/> Husband | <input type="checkbox"/> Wife | <input type="checkbox"/> Other | _____ |
| _____ | <input type="checkbox"/> Husband | <input type="checkbox"/> Wife | <input type="checkbox"/> Other | _____ |
| _____ | <input type="checkbox"/> Husband | <input type="checkbox"/> Wife | <input type="checkbox"/> Other | _____ |

3. Each party shall pay for 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: _____

The parties shall make arrangements to transfer interest in the property listed above to the proper party as soon as possible.

THIRD: DEBTS (select one):

The parties do not have any debts.

Each party shall pay all debts incurred by him or her individually and in their individual name and shall hold the other party harmless for these debts.

The parties have the following debts and have agreed to the payment of all debts owed, and agree to hold the other party harmless on those debts, as follows:

| Creditor | Purpose of Debt | Balance | Who Will Pay | |
|----------|-----------------|---------|----------------------------------|-------------------------------|
| _____ | _____ | _____ | <input type="checkbox"/> Husband | <input type="checkbox"/> Wife |
| _____ | _____ | _____ | <input type="checkbox"/> Husband | <input type="checkbox"/> Wife |
| _____ | _____ | _____ | <input type="checkbox"/> Husband | <input type="checkbox"/> Wife |
| _____ | _____ | _____ | <input type="checkbox"/> Husband | <input type="checkbox"/> Wife |

Bankruptcy (select one):

The Court will retain jurisdiction to enforce payment of debt obligations, in the event a party files bankruptcy, including, but not limited to, the ability to determine the debt assigned is in the nature of maintenance, necessity or support and is therefore nondischargeable in bankruptcy, and/or making a future spousal support order, regardless of the spousal support order set forth below under **FOURTH: SPOUSAL SUPPORT**.

Nothing in this order shall prevent the Plaintiff and Defendant from being fully discharged from the debts allocated in this order in a bankruptcy proceeding except for any orders expressly for spousal support and the following debts: _____

Neither party shall incur liabilities against the other party in the future and each shall pay any debt incurred by him or her individually after the date of this agreement.

FOURTH: SPOUSAL SUPPORT

A. Spousal Support Not Awarded

Neither the Husband nor Wife shall pay spousal support to the other. The Court shall not retain jurisdiction to modify spousal support, except as set forth above under **THIRD: DEBT**.

B. Spousal Support Awarded

The Husband Wife shall pay spousal support to the Husband Wife in the amount of \$ _____ per month plus 2% processing charge for a total of \$ _____ per month, commencing on _____ and due on the _____ day of the month. This spousal support shall continue indefinitely for a period of _____.

C. Method of Payment of Spousal Support (select one):

If there are no child(ren), the spousal support payment shall be made directly to the Plaintiff Defendant.

The spousal support payment, plus 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 at his/her place of employment.

The Court shall not retain jurisdiction to modify spousal support.

The Court shall retain jurisdiction to modify the amount duration of the spousal support Order.

D. Termination of Spousal Support

This spousal support shall terminate sooner than the above stated date upon the Plaintiff's or the Defendant'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. Deductibility of Spousal Support for All Tax Purposes (select one):

The spousal support paid shall be deducted from income to the person paying the support and included in income by the person receiving the support.

The spousal support paid shall be included in income of the person paying the support.

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

G. Arrearage

Any temporary spousal support arrearage will survive this judgment entry.

Any temporary spousal support arrearage will not survive this judgment entry.

Other: _____

FIFTH: NAME

_____ shall be restored to the prior name of: _____

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

The parties do not have child(ren) subject to the jurisdiction of the Court.

The parties have minor child(ren) subject to the jurisdiction of the Court, and

a Parenting Plan or Shared Parenting Plan is attached.

SEVENTH: OTHER

The parties agree to the following additional matters: _____

EIGHTH: NON-USE OF OTHER’S CREDIT

From now on, neither party shall incur any debt or obligation upon the credit of the other or in their joint names. If a party incurs such a 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, and the cards shall be immediately destroyed.

NINTH: INCORPORATION INTO DECREE/EFFECTIVENESS OF AGREEMENT

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 the decree of the Court.

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.

Upon failure of either party to execute and deliver any deed, conveyance, title, certificate or other document or instrument to the other party, an order of the Court incorporating this Agreement shall constitute and operate as a properly executed document, and the County Auditor, County Recorder, Clerk of Courts and/or all other public and private officials shall be authorized and directed to accept a properly certified copy of a court order incorporating this Agreement, a properly certified copy of the Agreement or an order of the Court in lieu of the document regularly required for the conveyance or transfer.

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 do 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.

Your Signature (Husband)

Your Signature (Wife)

Date

Date

IN THE COURT OF COMMON PLEAS

Division
COUNTY, OHIO

IN THE MATTER OF:

A Minor

Plaintiff/Petitioner

Case No.

Street Address

Judge

City, State and Zip Code

vs./and

Magistrate

Defendant/Petitioner

Street Address

City, State and Zip Code

Instructions: The Parenting Time Schedule must be attached to this Plan. Parents are urged to consult the Planning for Parenting Time Guide: Ohio's Guide for Parents Living Apart available at http://www.supremecourt.ohio.gov/Publications/JCS/parentingGuide.pdf.

PARENTING PLAN

We, the parents, , "Father", and , "Mother", have (number) child(ren) born from or adopted during the marriage or relationship. Of the child(ren), (number) is/are emancipated adult(s) and not under any disability, and the following (number) child(ren) is/are minor child(ren) and/or mentally or physically disabled child(ren) incapable of supporting or maintaining themselves (name and date of birth of each child):

[Blank lines for child details]

The parents agree to the care, parenting, and control of their child(ren) as provided in this Parenting Plan.

FORM 18

FIRST: PARENTS' RIGHTS

We, the parents, shall have, unless limited:

- A. The right to reasonable telephone contact with the child(ren) when they are with the other parent.
- B. The right to be notified in case of an injury to or illness of the minor child(ren).
- C. The right to inspect and receive the minor child(ren)'s medical and dental records and the right to consult with any treating physician, dentist and/or other health care provider, including but not limited to psychologists and psychiatrists.
- D. The right to consult with school officials concerning the minor child(ren)'s welfare and educational status, and the right to inspect and receive the child(ren)'s student records to the extent permitted by law.
- E. The right to receive copies of all school reports, calendars of school events, notices of parent-teacher conferences, and school programs.
- F. The right to attend and participate in parent-teacher conferences, school trips, school programs, and other school activities in which parents are invited to participate.
- G. The right to attend and participate with the child(ren) in athletic programs and other extracurricular activities.

SECOND: ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES

A. General Responsibilities

Each parent shall take all measures necessary to foster respect and affection between the child(ren) and the other parent. Neither parent shall do anything that may estrange the child(ren) from the other parent, or impair the child(ren)'s high regard for the other parent.

B. Medical Responsibilities

The parents shall notify the other parent promptly if a child experiences a serious injury, has a serious or chronic illness, or receives treatment in an emergency room or hospital. The notification shall include the emergency, the child's status, locale, and any other pertinent information as soon as practical, but in any event within 24 hours.

The parents shall consult with each other about the minor child(ren)'s medical care needs and the residential parent shall immediately notify the other parent about all major non-emergency medical decisions before authorizing a course of treatment. Parents have a right to know the necessity for treatment, proposed cost, and proposed payment schedule. Each parent may also secure an independent evaluation at his/her expense to determine the necessity for treatment. If the parties cannot agree regarding a course of treatment, the residential parent's decision shall control. The parents shall provide the other with the names and telephone numbers of all health care providers for the child(ren).

C. Residential Parent and Legal Custodian

Father shall be the residential parent and legal custodian of the following child(ren):

FORM 18

Mother shall be the residential parent and legal custodian of the following child(ren):

D. Parenting Time Schedule

Unless otherwise agreed, the parents shall have parenting time with the child(ren) according to the attached Parenting Time Schedule that shows the times that the child(ren) shall be with each parent on weekdays, weekends, holidays, and vacation times.

(The Parenting Time Schedule must be attached to this Plan.)

E. Transportation (select one):

Each parent shall be responsible for providing transportation for the child(ren) at the beginning of his/her parenting period. Each parent shall be responsible for providing transportation for the child(ren) to and from school and activities during his/her parenting period.

We agree to the following arrangements for providing transportation for our child(ren) at the beginning, during, or end of a parenting period: _____

F. Current Address and Telephone Number

Father's current home address and telephone number, including cellular telephone number:

Mother's current home address and telephone number, including cellular telephone number:

G. Relocation Notice

Pursuant to section 3109.051(G) of the Revised Code:

If the residential parent intends to move to a residence other than the residence specified in the court order, the parent shall file a notice of intent to relocate with this Court. Except as provided in divisions (G)(2), (3), and (4) of section 3109.051 of the Revised Code, the Court shall send a copy of the notice to the parent who is not the residential parent. Upon receipt of the notice, the Court, on its own motion or the motion of the parent who is not the residential parent, may schedule a hearing

FORM 18

with notice to both parents to determine whether it is in the best interests of the child(ren) to revise the parenting time schedule for the child(ren).

The non-residential parent shall inform in writing the Court and the other parent of changes in address and telephone, including cellular telephone number, unless otherwise provided by court order.

The relocation notice must be filed with the Court granting the allocation of parental rights and responsibilities (name and address of the Court): _____

H. Records Access Notice

Pursuant to sections 3109.051(H) and 3319.321(B)(5)(a) of the Revised Code:
Subject to sections 3125.16 and 3319.321(F) of the Revised Code, the parent who is not the residential parent is entitled to access to any record that is related to the child(ren), and to which the residential parent is legally provided access under the same terms and conditions as the residential parent. Any keeper of a record who knowingly fails to comply with any record access order is in contempt of court.

Restrictions or limitations:

- None
 Restrictions or limitations to non-residential parents regarding records access are as follows:

I. Day Care Access Notice

Pursuant to section 3109.051(I) of the Revised Code:
In accordance with section 5104.11 of the Revised Code, the parent who is not the residential parent is entitled to access to any day care center that is or will be attended by the child(ren) with whom parenting time is granted, to the same extent that the residential parent is granted access to the center.

Restrictions or limitations:

- None
 Restrictions or limitations to non-residential parents regarding day care access are as follows:

J. School Activities Access Notice

Pursuant to section 3109.051(J) of the Revised Code:
Subject to section 3319.321(F), the parent who is not the residential parent is entitled to access

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to any student activity that is related to the child(ren) and to which the residential parent is legally provided access, under the same terms and conditions as the residential parent. Any school employee or official who knowingly fails to comply with this school activities access order is in contempt of court.

Restrictions or limitations:

None

Restrictions or limitations to non-residential parents regarding school activities access are as follows: _____

THIRD: HEALTH INSURANCE COVERAGE

As required by law, the parties have completed a Child Support Worksheet, which is attached to and incorporated in this Agreement.

Select one:

A. Health Insurance Coverage Available to at Least One Parent

1. Private health insurance coverage is accessible and reasonable in cost through a group policy, contract, or plan to: Father Mother Both parents. Father Mother Both parents shall provide private health insurance coverage for the benefit of the child(ren).
2. If both parents are ordered to provide private health insurance coverage for the benefit of the child(ren), Father's Mother's health insurance plan shall be considered the primary health insurance plan for the child(ren).
3. The parent required to provide private health insurance coverage shall provide proof of insurance to the _____ County Child Support Enforcement Agency (CSEA) and the other parent.
4. Both parents shall cooperate in the preparation of insurance forms to obtain reimbursement or payment of expenses, as applicable. A copy of medical bills must be submitted to the party holding the insurance and responsible for payment or the other parent within 30 days of receipt.
5. Should the health insurance coverage be cancelled for any reason, the parent ordered to maintain insurance shall immediately notify the other parent and take immediate steps to obtain replacement coverage. Unless the cancellation was intentional, the uncovered expenses shall be paid as provided above. If the cancellation was intentionally caused by the parent ordered to maintain insurance coverage, that parent shall be responsible for all medical expenses that would have been covered had the insurance been in effect.

B. Health Insurance Coverage Unavailable to Either Parent

1. Private health insurance coverage is **not** accessible and reasonable in cost through a group

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policy, contract, or plan to either parent.

2. If private health insurance coverage becomes available to either parent at reasonable cost, he/she will immediately obtain the insurance, notify the other parent and the _____ County CSEA, and submit to the other parent proof of insurance, insurance forms, and an insurance card. The CSEA shall determine whether the cost of the insurance is of sufficient amount to justify an administrative review of the amount of child support payable. In the event an administrative review is warranted, one shall be conducted.

C. Division of Uninsured Expenses

1. The cost of any uninsured medical expenses, incurred by or on the behalf of the child(ren) not paid by a health insurance plan, and exceeding \$100 per child per year, including co-payments and deductibles, shall be paid by the parents as follows:

_____ % by Father _____ % by Mother.

The first \$100 per child per year of uninsured expenses shall be paid by the residential parent.

Other orders regarding payment of uninsured medical expenses: _____

2. The parent incurring the expenses shall provide the other parent the original or copies of all medical bills, and Explanation of Benefits (EOB), if available, within 30 days of the date on the bill or EOB, whichever is later, absent extraordinary circumstances. The other parent shall, within 30 days of receipt of the bill, reimburse the parent incurring the expenses or pay directly to the health care provider that parent's percentage share of the bill as shown above.

D. Other Important Information about Medical Records and Expenses

1. Each party shall have access to all medical records of the child(ren) as provided by law.
2. The term "medical expense" or "medical records" shall include but not be limited to medical, dental, orthodontic, optical, surgical, hospital, major medical, psychological, psychiatric, outpatient, doctor, therapy, counseling, prosthetic, and/or all other expenses/records including preventative health care expenses/records related to the treatment of the human body and mind.

FOURTH: CHILD SUPPORT

As required by law, the parties have completed a Child Support Worksheet, which is attached to and incorporated in this Agreement.

A. Child Support with Private Health Insurance Coverage

When private health insurance coverage is being provided for the child(ren), Father Mother, Obligor, shall pay child support in the amount of \$ _____ per child per month, for _____ (number) of child(ren) for a total \$ _____ per month.

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B. Child Support without Private Health Insurance Coverage

When private health insurance coverage is **not** available for the child(ren), Father Mother, the Obligor, shall pay child support in the amount of \$ _____ per child per month and \$ _____ per child per month as cash medical support. The total child support and cash medical support for _____ (number) of child(ren) is \$ _____ per month.

C. Child Support Payment

Child support payment (including cash medical support, if any) plus a 2% processing charge shall commence on _____ and shall be paid to the Ohio Child Support Payment Center, P. O. Box 182372, Columbus, Ohio 43218-2372, as administered through the _____ County Child Support Enforcement Agency (CSEA) by income withholding at Obligor's place of employment or from nonexempt funds on deposit at a financial institution.

D. Deviation of Child Support Amount

The child support amount agreed upon is different than the amount calculated on the attached Child Support Worksheet, because the amount calculated on the Worksheet would be unjust or inappropriate and would not be in the best interests of the child(ren) for the following reason(s) as provided in R.C. 3119.22, 3119.23, and 3119.24 and shall be adjusted as follows: _____

Special and unusual needs of the child(ren) as follows: _____

Extraordinary obligations for minor child(ren) or obligations for handicapped child(ren) who is/are not stepchild(ren) and who are not offspring from the marriage or relationship that is the basis of the immediate child support determination as follows: _____

Other court-ordered payments as follows: _____

The Obligor obtained additional employment after a child support order was issued to support a second family as follows: _____

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Extended parenting time or extraordinary costs associated with parenting time, provided that this division does not authorize and shall not be construed as authorizing any deviation from the schedule and the applicable worksheet, through the line establishing the actual annual obligation, or any escrowing, impoundment, or withholding of child support because of a denial of or interference with a right of parenting time granted by court order as follows: _____

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

Disparity in income between parents or households as follows: _____

Benefits that either parent receives from remarriage or sharing living expenses with another person as follows: _____

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

Significant, in-kind contributions from a parent, including, but not limited to, direct payment for lessons, sports equipment, schooling, or clothing as follows: _____

The relative financial resources, other assets and resources, and needs of each parent as follows: _____

The standard of living and circumstances of each parent and the standard of living the child(ren) would have enjoyed had the marriage continued or had the parents been married as follows:

The physical and emotional condition and needs of the child(ren) as follows: _____

The need and capacity of the child(ren) for an education and the educational opportunities that would have been available to the child(ren) had the circumstances requiring a court order for support not arisen as follows: _____

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The responsibility of each parent for the support of others as follows: _____

Any other relevant factor: _____

E. Duration of Child Support.

The child support order will terminate upon the child's 18th birthday unless one of the following circumstances applies:

- The child is mentally or physically disabled and incapable of supporting or maintaining himself or herself.
- The parents have agreed to continue child support beyond the date it would otherwise terminate as set out below.
- 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 these circumstances, child support will end at the time the child ceases to attend a recognized and accredited high school on a full-time basis or when he or she reaches the age of 19, whichever occurs first.)

This Support Order will remain in effect during seasonal vacation periods until the order terminates.

The parents agree that child support will extend beyond when it would otherwise end. The terms and conditions of that agreement are as follows: _____

The parents have (a) child(ren) who is/are mentally or physically disabled and incapable of supporting or maintaining themselves. The name of the child and the nature of the mental or physical disability are as follows: _____

F. Important Child Support Orders and Information.

Obligee must immediately notify and Obligor may notify the CSEA of any reason for which the support order should terminate. A willful failure to notify the CSEA as required is contempt of court.

The following are reasons for termination of the Order:

- Child's attainment of the age of majority if the child no longer attends an accredited high school on a full-time basis and the support order does not provide for the duty of support to continue past the age of majority
- Child stops attending an accredited high school on a full-time basis after attaining the age of majority

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- Child's death
- Child's marriage
- Child's emancipation
- Child's enlistment in the Armed Services
- Child's deportation
- Change of legal custody of the child

All support payments must be made through the CSEA or the office of child support in the Ohio Department of Job and Family Services (Child Support Payment Central). Any payment of money not made through the CSEA will be presumed to be a gift, unless the payment is made to discharge an obligation other than support.

All 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.

The Obligor and/or Obligee required under this Order to provide private health insurance coverage for the child(ren) is also required to provide the other party within 30 days after the issuance of the Order, the following:

- Information regarding the benefits, limitations, and exclusions of the health insurance coverage
- Copies of any insurance form necessary to receive reimbursement, payment, or other benefits under the coverage
- A copy of any necessary health insurance cards

The Health Plan Administrator that provides the private health insurance coverage for the child(ren) may continue making payment for medical, optical, hospital, dental, or prescription services directly to any health care provider in accordance with the applicable private health insurance policy, contract, or plan.

The Obligor and/or Obligee required to provide private health insurance for the child(ren) must designate said child(ren) as dependents under any private health insurance policy, contract, or plan for which the person contracts.

The employer of the person required to provide private health insurance coverage is required to release to the other parent, any person subject to an order issued under section 3109.19 of the Revised Code, or the CSEA, upon written request, any necessary information regarding health insurance coverage, including the name and address of the health plan administrator and any policy, contract, or plan number, and the employer will otherwise comply with all orders and notices issued.

If the person required to obtain private health insurance coverage for the child(ren) subject to this

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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 child(ren) in private health insurance coverage provided by the new employer.

Upon receipt of notice by the CSEA that private health insurance coverage is not available at a reasonable cost, cash medical support shall be paid in the amount as determined by the child support computation worksheets in section 3119.022 or 3119.023 of the Revised Code, as applicable. The CSEA may change the financial obligations of the parties to pay child support in accordance with the terms of the court or administrative order and cash medical support without a hearing or additional notice to the parties.

An Obligor that is in arrears in his/her child support obligation is subject to having any federal, state and/or local income tax refund to which the Obligor may be entitled forwarded to the CSEA for payment toward these arrears. Such refunds will continue to be forwarded to the CSEA for payment until all arrears owed are paid in full. If the Obligor is married and files a joint tax return, the Obligor's spouse may contact the CSEA about filing an "Injured Spouse" claim after the Obligor is notified by the Internal Revenue Service that his/her refund is being forwarded to the CSEA.

Pursuant to section 3121.29 of the Revised Code, the parties are notified as follows:

EACH PARTY TO THIS SUPPORT ORDER MUST NOTIFY THE CHILD SUPPORT 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. IF YOU ARE THE OBLIGOR UNDER A CHILD SUPPORT ORDER AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY BE FINED UP TO \$50.00 FOR A FIRST OFFENSE, \$100.00 FOR A SECOND OFFENSE, AND \$500.00 FOR EACH SUBSEQUENT OFFENSE. IF YOU ARE AN OBLIGOR OR OBLIGEE UNDER ANY SUPPORT ORDER AND YOU WILLFULLY FAIL TO MAKE THE REQUIRED NOTIFICATIONS YOU MAY BE SUBJECTED TO FINES OF UP TO \$1,000.00 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS.

IF YOU ARE AN OBLIGOR AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, 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 RESTRICTIONS AND DEDUCTIONS FROM YOUR ACCOUNTS IN FINANCIAL INSTITUTIONS; AND ANY OTHER ACTION PERMITTED BY LAW TO OBTAIN MONEY FROM YOU AND TO SATISFY YOUR SUPPORT OBLIGATION.

G. Payment shall be made in accordance with Chapter 3121. of the Revised Code.

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H. Arrearage

- Any temporary child support arrearage will survive this judgment entry.
 - Any temporary child support arrearage will not survive this judgment entry.
 - Other: _____
-

FIFTH: TAX EXEMPTIONS

Income tax dependency exemptions (check all that apply):

- A. The Father shall be entitled to claim the following minor child(ren) for all tax purposes for even-numbered tax years odd-numbered tax years all eligible tax years, so long as he is substantially current in any child support he is required to pay as of December 31 of the tax year in question: _____

- The Mother shall be entitled to claim the following minor child(ren) for all tax purposes for even-numbered tax years odd-numbered tax years all eligible tax years, so long as she is substantially current in any child support she is required to pay as of December 31 of the tax year in question: _____

- B. Other orders regarding tax exemptions (specify): _____
-

If a non-residential parent is entitled to claim the child(ren), the residential parent is required to execute and deliver Internal Revenue Service Form 8332, or its successor, together with any other required forms as set out in section 152 of the Internal Revenue Code, as amended, on or before February 15th of the year following the tax year in question, to allow the non-residential parent to claim the minor child(ren).

SIXTH: MODIFICATION

This Parenting Plan may be modified by agreement of the parties or by the Court.

SEVENTH: OTHER

Upon approval by the Court, this Parenting Plan shall be incorporated in the Judgment Entry.

Your Signature (Father)

Your Signature (Mother)

Date

Date

IN THE COURT OF COMMON PLEAS

Division
COUNTY, OHIO

IN THE MATTER OF:

A Minor

Plaintiff/Petitioner

Case No.

Street Address

Judge

City, State and Zip Code

vs./and

Magistrate

Defendant/Petitioner

Street Address

City, State and Zip Code

Instructions: The Parenting Time Schedule must be attached to this Plan. Parents are urged to consult the Planning for Parenting Time Guide: Ohio's Guide for Parents Living Apart available at http://www.supremecourt.ohio.gov/Publications/JCS/parentingGuide.pdf.

SHARED PARENTING PLAN

We, the parents, "Father", and "Mother", have (number) child(ren) born from or adopted during the marriage or relationship. Of the child(ren), (number) is/are emancipated adult(s) and not under any disability, and the following (number) child(ren) are minor child(ren) and/or mentally or physically disabled child(ren) incapable of supporting or maintaining themselves (name and date of birth of each child):

The parents agree to the care, parenting, and control of their child(ren) as provided in this Shared Parenting Plan.

FIRST: PARENTS' RIGHTS

The parents shall have:

- A. The right to participate in major decisions concerning the child(ren)'s health, social situation, morals, welfare, education, and economic environment.
- B. The right to reasonable telephone contact with the child(ren) when they are with the other parent.
- C. The right to participate in the selection of doctors, psychologists, psychiatrists, hospitals, and other health care providers for the child(ren).
- D. The right to authorize medical, surgical, hospital, dental, institutional, psychological and psychiatric care for the child(ren) and obtain a second opinion regarding medical conditions or treatment.
- E. The right to be notified in case of an injury to or illness of the child(ren).
- F. The right to be present with the child(ren) at medical, dental and other health-related examinations and treatments, including, but not limited to psychological and psychiatric care.
- G. The right to inspect and receive the child(ren)'s medical and dental records and the right to consult with any treating physician, dentist and/or other health care provider, including but not limited to psychologists and psychiatrists.
- H. The right to consult with school officials concerning the child(ren)'s welfare and educational status, and the right to inspect and receive the child(ren)'s student records to the extent permitted by law.
- I. The right to receive copies of all school reports, calendars of school events, notices of parent-teacher conferences, and school programs.
- J. The right to attend and participate in parent-teacher conferences, school trips, school programs, and other school activities in which parents are invited to participate.
- K. The right to attend and participate with the child(ren) in athletic programs and other extracurricular activities.
- L. The right to receive notice of the other parent's intention to relocate.

SECOND: ALLOCATION OF PARENTAL RIGHTS AND RESPONSIBILITIES

A. General Responsibilities

Each parent shall take all measures necessary to foster respect and affection between the child(ren) and the other parent. Neither parent shall do anything that may estrange the child(ren) from the other parent, or impair the child(ren)'s high regard for the other parent.

B. Medical Responsibilities

A parent shall notify the other parent promptly if a child experiences a serious injury, has a serious or chronic illness, or receives treatment in an emergency room or hospital. A parent shall notify the other parent of the emergency, the child's status, locale, and any other pertinent information as soon as practical, but in any event within 24 hours.

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The parents shall consult with each other about the child(ren)'s medical care needs and each shall immediately notify the other parent about all major non-emergency medical decisions before authorizing a course of treatment. Parents have a right to know the necessity for treatment, proposed cost, and proposed payment schedule. Each parent may also secure an independent evaluation at his/her expense to determine the necessity for treatment. If the parties cannot agree regarding a course of treatment, the Father's Mother's (select one) decision shall control. The parents shall provide the other with the names and telephone numbers of all health care providers for the child(ren).

C. Both parents have shared parenting of the child(ren) as specified in this Plan. Each parent, regardless of where an individual child is residing at a particular point in time, as specified in this Plan, is the "residential parent", "the residential parent and legal custodian", or the "custodial parent" of that child.

D. Parenting Time Schedule

Unless otherwise agreed, the parents shall have parenting time with the child(ren) according to the attached Parenting Time Schedule, which shows the times that the child(ren) shall be with each parent on weekdays, weekends, holidays, and vacation times.

(The Parenting Time Schedule must be attached to this Plan.)

E. School Designation

Father shall be designated as the residential parent for school attendance and enrollment purposes of the following child(ren): _____

Mother shall be designated as the residential parent for school attendance and enrollment purposes of the following child(ren): _____

In the event that a change in schools is being considered, after consultation with the other parent:

Father is authorized to change school placement of the following child(ren): _____

Mother is authorized to change school placement of the following child(ren): _____

Without a written agreement or court order, neither parent is authorized to change school placement of the following child(ren): _____

FORM 17

F. Other orders: _____

G. Public Benefits

Father shall be designated as the residential parent for receipt of public benefits purposes of the following child(ren): _____

Mother shall be designated as the residential parent for receipt of public benefits purposes of the following child(ren): _____

H. This designation of a particular parent as the residential parent for the purposes of determining the school attendance and enrollment of the child(ren) or the receipt of public benefits of the child(ren) does not affect the designation of each parent as the “residential parent,” “residential parent and legal custodian,” or the “custodial parent of the child(ren)”.

I. Transportation (select one):

Each parent shall be responsible for providing transportation for the child(ren) at the beginning of his/her parenting period. Each parent shall be responsible for providing transportation for the child(ren) to and from school and activities during his/her parenting period.

We agree to the following arrangements for providing transportation for our child(ren) at the beginning, during, or end of a parenting period: _____

J. Current Address and Telephone Number

Father’s current home address and telephone number, including cellular telephone number:

Mother’s current home address and telephone number, including cellular telephone number:

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K. Relocation Notice

Pursuant to section 3109.051(G) of the Revised Code:

If either of the residential parents intends to move to a residence other than the residence specified in the court order, the parent shall file a notice of intent to relocate with this Court. Except as provided in divisions (G)(2), (3), and (4) of section 3109.051 of the Revised Code, the Court shall send a copy of the notice to the other parent. Upon receipt of the notice, the Court, on its own motion or the motion of the nonmoving parent, may schedule a hearing with notice to both parents to determine whether it is in the best interests of the child(ren) to revise the parenting time schedule for the child(ren).

Each residential parent shall inform in writing the Court and the other parent of changes in address and telephone, including cellular telephone number, unless otherwise provided by court order.

The relocation notice must be filed with the Court granting the allocation of parental rights and responsibilities (name and address of Court): _____

L. Records Access Notice

Pursuant to sections 3109.051(H) and 3319.321(B)(5)(a) of the Revised Code:

Subject to sections 3125.16 and 3319.321(F) of the Revised Code, each parent is entitled to access to any record that is related to the child(ren), under the same terms and conditions as the other parent unless otherwise restricted. Any keeper of a record who knowingly fails to comply with any record order is in contempt of court.

Restrictions or limitations:

None

Restrictions or limitations to records access are as follows: _____

M. Day Care Access Notice

Pursuant to section 3109.051(I) of the Revised Code:

In accordance with section 5104.11 of the Revised Code, each parent is entitled to access to any day care center that is or will be attended by the child(ren) unless otherwise restricted.

Restrictions or limitations:

None

Restrictions or limitations to day care access are as follows: _____

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N. School Activities Access Notice

Pursuant to section 3109.051(J) of the Revised Code:

Subject to section 3319.321(F), each parent is entitled to access to any student activity that is related to the child(ren) and to which the residential parent is legally provided access, under the same terms and conditions as the residential parent. Any school employee or official who knowingly fails to comply with this school activities access order is in contempt of court.

Restrictions or limitations:

None

Restrictions or limitations to school activities access are as follows: _____

THIRD: HEALTH INSURANCE COVERAGE.

As required by law, the parties have completed a Child Support Worksheet, which is attached to and incorporated in this Agreement.

Select one:

- A. Health Insurance Coverage Available to at Least One Parent
1. Private health insurance coverage is accessible and reasonable in cost through a group policy, contract, or plan to: Father Mother Both parents. Father Mother Both parents shall provide private health insurance coverage for the benefit of the child(ren).
 2. If both parents are ordered to provide private health insurance coverage for the benefit of the child(ren), Father's Mother's health insurance plan shall be considered the primary health insurance plan for the child(ren).
 3. The parent required to provide private health insurance coverage shall provide proof of insurance to the _____ County Child Support Enforcement Agency (CSEA) and the other parent.
 4. Both parents shall cooperate in the preparation of insurance forms to obtain reimbursement or payment of expenses, as applicable. A copy of medical bills must be submitted to the party holding the insurance and responsible for payment or the other parent within 30 days of receipt.
 5. Should the health insurance coverage be cancelled for any reason, the parent ordered to maintain insurance shall immediately notify the other parent and take immediate steps to obtain replacement coverage. Unless the cancellation was intentional, the uncovered expenses shall be paid as provided above. If the cancellation was intentionally caused by the parent ordered to maintain insurance coverage, that parent shall be responsible for all medical expenses that would have been covered had the insurance been in effect.

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B. Health Insurance Coverage Unavailable to Either Parent

1. Private health insurance coverage is **not** accessible and reasonable in cost through a group policy, contract, or plan to either parent.
2. If private health insurance coverage becomes available to either parent at reasonable cost, he/she will immediately obtain the insurance, notify the other parent and the _____ County CSEA, and submit to the other parent proof of insurance, insurance forms, and an insurance card. The CSEA shall determine whether the cost of the insurance is of sufficient amount to justify an administrative review of the amount of child support payable. In the event an administrative review is warranted, one shall be conducted.

C. Division of Uninsured Expenses

1. The cost of any uninsured medical expenses, incurred by or on behalf of the child(ren) not paid by a health insurance plan and exceeding \$100 per child per year, including co-payments and deductibles, shall be paid by the parents as follows:

_____ % by Father _____ % by Mother.

The first \$100 per child per year shall be paid by Mother for the following child(ren): _____

The first \$100 per child per year shall be paid by Father for the following child(ren): _____

Other orders regarding payment of uninsured medical expenses: _____

2. The parent incurring the expenses shall provide the other parent the original or copies of all medical bills, and Explanation of Benefits (EOB), if available, within 30 days of the date on the bill or EOB, whichever is later, absent extraordinary circumstances. The other parent shall, within 30 days of receipt of the bill, reimburse the parent incurring the expenses or pay directly to the health care provider that parent's percentage share of the bill as shown above.

D. Other Important Information about Medical Records and Expenses

1. Each party shall have access to all medical records of the child(ren) as provided by law.
2. The term "medical expense" or "medical records" shall include but not be limited to medical, dental, orthodontic, optical, surgical, hospital, major medical, psychological, psychiatric, outpatient, doctor, therapy, counseling, prosthetic, and/or all other expenses/records including preventative health care expenses/records related to the treatment of the human body and mind.

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FOURTH: CHILD SUPPORT

As required by law, the parties have completed a Child Support Worksheet, which is attached to and incorporated in this Agreement.

A. Child Support with Private Health Insurance Coverage

When private health insurance coverage is being provided for the child(ren), Father Mother, Obligor, shall pay child support in the amount of \$ _____ per child per month, for _____ (number) child(ren) for a total of \$ _____ per month.

B. Child Support without Private Health Insurance Coverage

When private health insurance coverage is **not** available for the benefit of the child(ren), Father Mother, the Obligor, shall pay child support in the amount of \$ _____ per child per month and \$ _____ per child per month as cash medical support. The total of child support and cash medical support for _____ (number) child(ren) is \$ _____ per month.

C. Child Support Payment

The child support payment (including cash medical support, if any) plus a 2% processing charge shall commence on _____ and shall be paid to the Ohio Child Support Payment Center, P. O. Box 182372, Columbus, Ohio 43218-2372, as administered through the _____ County Child Support Enforcement Agency (CSEA) by income withholding at Obligor's place of employment or from nonexempt funds on deposit at a financial institution.

D. Deviation of Child Support Amount

The child support amount agreed upon is different than the amount calculated on the attached Child Support Worksheet because the amount calculated on the Worksheet would be unjust or inappropriate and would not be in the best interests of the child(ren) for the following reason(s) as provided in R.C. 3119.22, 3119.23, 3119.24 and shall be adjusted as follows: _____

Special and unusual needs of the child(ren) as follows: _____

Extraordinary obligations for child(ren) or obligations for handicapped child(ren) who is/are not stepchild(ren) and who are not offspring from the marriage or relationship that is the basis of the immediate child support determination as follows: _____

Other court-ordered payments as follows: _____

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The Obligor obtained additional employment after a child support order was issued to support a second family as follows: _____

Extended parenting time or extraordinary costs associated with parenting time, provided that this division does not authorize and shall not be construed as authorizing any deviation from the schedule and the applicable worksheet, through the line establishing the actual annual obligation, or any escrowing, impoundment, or withholding of child support because of a denial of or interference with a right of parenting time granted by court order as follows: _____

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

Disparity in income between parents or households as follows: _____

Benefits that either parent receives from remarriage or sharing living expenses with another person as follows: _____

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

Significant, in-kind contributions from a parent, including, but not limited to, direct payment for lessons, sports equipment, schooling, or clothing as follows: _____

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The relative financial resources, other assets and resources, and needs of each parent as follows: _____

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

The physical and emotional condition and needs of the child(ren) as follows: _____

The need and capacity of the child(ren) for an education and the educational opportunities that would have been available to the child(ren) had the circumstances requiring a court order for support not arisen as follows: _____

The responsibility of each parent for the support of others as follows: _____

Any other relevant factor: _____

E. Duration of Child Support.

The child support order will terminate upon the child's 18th birthday unless one of the following circumstances applies:

- The child is mentally or physically disabled and incapable of supporting or maintaining himself or herself.
- The parents have agreed to continue child support beyond the date it would otherwise terminate, as set out below.
- 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 these circumstances, child support will end at the time the child ceases to attend a recognized and accredited high school on a full-time basis or when he or she reaches the age of 19, whichever occurs first.)

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This Support Order will remain in effect during seasonal vacation periods until the order terminates. The parents agree that child support will extend beyond the time when it would otherwise end. The terms and conditions of that agreement are as follows: _____

The parents have (a) child(ren) who is/are mentally or physically disabled and incapable of supporting or maintaining themselves. The name of the child(ren) and the nature of the mental or physical disability are as follows: _____

F. Important Child Support Orders and Information

Obligee must immediately notify and Obligor may notify the CSEA of any reason for which the support order should terminate. A willful failure to notify the CSEA as required is contempt of court. The following are reasons for termination of the Order:

- Child's attainment of the age of majority if the child no longer attends an accredited high school on a full-time basis and the support order does not provide for the duty of support to continue past the age of majority
- Child stops attending an accredited high school on a full-time basis after attaining the age of majority
- Child's death
- Child's marriage
- Child's emancipation
- Child's enlistment in the Armed Services
- Child's deportation
- Change of legal custody of the child

All support payments must be made through the CSEA or the office of child support in the Ohio Department of Job and Family Services (Child Support Payment Central). Any payment of money not made through the CSEA will be presumed to be a gift, unless the payment is made to discharge an obligation other than support.

All 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.

The Obligor and/or Obligee required under this Order to provide private health insurance coverage

FORM 17

for the child(ren) is also required to provide the other party within 30 days after the issuance of the Order, the following:

- Information regarding the benefits, limitations, and exclusions of the health insurance coverage
- Copies of any insurance form necessary to receive reimbursement, payment, or other benefits under the coverage
- A copy of any necessary health insurance cards

The Health Plan Administrator that provides the private health insurance coverage for the child(ren) may continue making payment for medical, optical, hospital, dental, or prescription services directly to any health care provider in accordance with the applicable private health insurance policy, contract, or plan.

The Obligor and/or Obligee required to provide private health insurance for the child(ren) must designate said child(ren) as dependents under any private health insurance policy, contract, or plan for which the person contracts.

The employer of the person required to provide private health insurance coverage is required to release to the other parent, any person subject to an order issued under section 3109.19 of the Revised Code, or the CSEA, upon written request, any necessary information regarding health insurance coverage, including the name and address of the health plan administrator and any policy, contract, or plan number, and the employer will otherwise comply with all orders and notices issued.

If the person required to obtain private health insurance coverage for the child(ren) subject to this 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 child(ren) in private health insurance coverage provided by the new employer.

Upon receipt of notice by the CSEA that private health insurance coverage is not available at a reasonable cost, cash medical support shall be paid in the amount as determined by the child support computation worksheets in section 3119.022 or 3119.023 of the Revised Code, as applicable. The CSEA may change the financial obligations of the parties to pay child support in accordance with the terms of the court or administrative order and cash medical support without a hearing or additional notice to the parties.

An Obligor that is in arrears in his/her child support obligation is subject to having any federal, state and/or local income tax refund to which the Obligor may be entitled forwarded to the CSEA for payment toward these arrears. Such refunds will continue to be forwarded to the CSEA for payment until all arrears owed are paid in full. If the Obligor is married and files a joint tax return, the Obligor's spouse may contact the CSEA about filing an "Injured Spouse" claim after the Obligor is notified by the Internal Revenue Service that his/her refund is being forwarded to the CSEA.

FORM 17

Pursuant to section 3121.29 of the Revised Code, the parties are notified as follows:

EACH PARTY TO THIS SUPPORT ORDER MUST NOTIFY THE CHILD SUPPORT 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. IF YOU ARE THE OBLIGOR UNDER A CHILD SUPPORT ORDER AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY BE FINED UP TO \$50.00 FOR A FIRST OFFENSE, \$100.00 FOR A SECOND OFFENSE, AND \$500.00 FOR EACH SUBSEQUENT OFFENSE. IF YOU ARE AN OBLIGOR OR OBLIGEE UNDER ANY SUPPORT ORDER AND YOU WILLFULLY FAIL TO MAKE THE REQUIRED NOTIFICATIONS YOU MAY BE SUBJECTED TO FINES OF UP TO \$1,000.00 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS.

IF YOU ARE AN OBLIGOR AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, 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 RESTRICTIONS AND DEDUCTIONS FROM YOUR ACCOUNTS IN FINANCIAL INSTITUTIONS; AND ANY OTHER ACTION PERMITTED BY LAW TO OBTAIN MONEY FROM YOU AND TO SATISFY YOUR SUPPORT OBLIGATION.

G. Payment shall be made in accordance with Chapter 3121. of the Revised Code.

H. Arrearage

Any temporary child support arrearage will survive this judgment entry.

Any temporary child support arrearage will not survive this judgment entry.

Other: _____

FIFTH: TAX EXEMPTIONS

Income tax dependency exemptions (check all that apply):

A. The Father shall be entitled to claim the following minor child(ren) for all tax purposes for

even-numbered tax years odd-numbered tax years all eligible tax years, so long as he

is substantially current in any child support he is required to pay as of December 31 of the tax year in question: _____

The Mother shall be entitled to claim the following minor child(ren) for all tax purposes for

even-numbered tax years odd-numbered tax years all eligible tax years, so long as she

is substantially current in any child support she is required to pay as of December 31 of the tax year

FORM 17

in question: _____

B. Other orders regarding tax exemptions (specify): _____

If a non-residential parent is entitled to claim the child(ren), the residential parent is required to execute and deliver Internal Revenue Service Form 8332, or its successor, together with any other required forms as set out in section 152 of the Internal Revenue Code, as amended, on or before February 15th of the year following the tax year in question, to allow the non-residential parent to claim the child(ren).

SIXTH: MODIFICATION

This Shared Parenting Plan may be modified by agreement of the parties or by the Court.

SEVENTH: OTHER

Upon approval by the Court, this Shared Parenting Plan shall be incorporated in the Judgment Entry.

Your Signature (Father)

Your Signature (Mother)

Date

Date

IN THE COURT OF COMMON PLEAS

Division
COUNTY, OHIO

IN THE MATTER OF:

_____ :
A Minor

_____ :
Plaintiff/Petitioner

Case No. _____

_____ :
Street Address

Judge _____

_____ :
City, State and Zip Code

_____ :
vs./and

Magistrate _____

_____ :
Defendant/Petitioner

_____ :
Street Address

_____ :
City, State and Zip Code

PARENTING JUDGMENT ENTRY

This case came before the Court on _____ for an Order allocating parental rights and responsibilities for the care of the following child(ren) (name and date of birth of each child):

Name of Child

Date of Birth

according to the Parenting Plan or Shared Parenting Plan attached.

The Court approves the Plan and incorporates it into this Judgment Entry.

A copy of this Judgment Entry shall be provided to the Child Support Enforcement Agency.

This Judgment Entry is effective on _____ .

Date

JUDGE

Your Signature (Father)

Your Signature (Mother)

Attorney for Father

Attorney for Mother

IN THE COURT OF COMMON PLEAS
 _____ **Division**
 _____ **COUNTY, OHIO**

| | | |
|--------------------------|---|------------------|
| Petitioner | : | |
| | : | Case No. _____ |
| Street Address | : | |
| | : | Judge _____ |
| City, State and Zip Code | : | |
| | : | |
| and | : | Magistrate _____ |
| | : | |
| Petitioner | : | |
| | : | |
| Street Address | : | |
| | : | |
| City, State and Zip Code | : | |

JUDGMENT ENTRY OF DISSOLUTION OF MARRIAGE
 WITH CHILDREN **WITHOUT CHILDREN**

This matter came on for hearing on _____ before Judge Magistrate
 _____, upon the Petition for Dissolution of Marriage filed on _____ .
 Present at the hearing were the following persons: _____

FINDINGS

1. At the time of the filing of the Petition, the Husband Wife Both parties was/were (a) resident(s) of the State of Ohio for at least six months.
2. The Husband Wife Both parties was/were (a) resident(s) of _____ County for at least 90 days immediately before the filing of the Petition.
3. The parties were married to one another on _____ (date of marriage) in _____ (city or county, and state).

4. Check all that apply:

- The Wife is not pregnant.
- The Wife is pregnant and the approximate due date is: _____ .
- No children were born from or adopted during this marriage or relationship.
- All children born from or adopted during this marriage or relationship are adults and not mentally or physically disabled child(ren) incapable of supporting or maintaining themselves.
- The parties are parents of _____ (number) child(ren) born from or adopted during the marriage or relationship. Of the child(ren), _____ (number) is/are now emancipated adult(s) and not under any disability. The following _____ (number) child(ren) is/are minor child(ren) and/or mentally or physically disabled and incapable of supporting or maintaining themselves (name and date of birth of each child):

| Name of Child | Date of Birth |
|---------------|---------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Husband is not the biological father of the following child(ren) who was/were born during the marriage (name and date of birth of each child): _____

5. The following child(ren) of this marriage or relationship is/are subject to a custody or parenting order in a different Court proceeding (name of each child with the Court that has issued the custody or parenting order): _____

6. Petitioner _____ requests to be restored to the former name of: _____

7. The parties personally appeared before this Court, and more than 30 and less than 90 days have elapsed after the filing of the Petition.

8. Upon examination under oath, the parties acknowledge that they have agreed on the Shared Parenting Plan or Parenting Plan for their child(ren), which they believe to be in their best interests. The Court's adoption of the Plan is in the best interests of the child(ren).

9. Upon examination under oath, the parties acknowledge that they voluntarily entered into a Separation Agreement, attached and incorporated in the Petition, as modified on _____ and the parties are satisfied with the terms of the Separation Agreement and Plan and fully understand the same. Each Petitioner desires to have the marriage dissolved, and the Separation Agreement approved by the Court.

JUDGMENT

Based upon the findings set out above, it is, therefore, **ORDERED, ADJUDGED and DECREED** that:

FIRST: DISSOLUTION GRANTED

The dissolution of marriage is granted. The Court approves the Separation Agreement Amended Separation Agreement Shared Parenting Plan Amended Shared Parenting Plan or Parenting Plan Amended Parenting Plan as submitted and releases the parties from the obligations of their marriage except as set out in the attached Agreement and Plan, which is incorporated in this entry.

The parties shall fulfill each and every obligation imposed by the Agreement and Plan as submitted and modified, if applicable. The Plan is approved and this entry shall constitute a Parenting Decree under R.C. 3109.04(D).

SECOND: NAME

Petitioner _____ is restored to the prior name of: _____

THIRD: OTHER _____

FOURTH: COURT COSTS

Court costs shall be (select one):

Taxed to the deposit. Court costs due above the deposit shall be paid as follows: _____

Other (specify): _____

JUDGE

Your Signature (Husband)

Your Signature (Wife)

Husband's Attorney

Wife's Attorney

Affidavit 3

COURT OF COMMON PLEAS _____ COUNTY, OHIO

| | | |
|---------------------------------|------------|--|
| Plaintiff/Petitioner | Case No. | |
| v./and | Judge | |
| Defendant/Petitioner/Respondent | Magistrate | |

Instructions: Check local court rules to determine when this form must be filed.
 By law, an affidavit must be filed and served with the first pleading filed by each party in every parenting (custody/visitation) proceeding in this Court, including Dissolutions, Divorces and Domestic Violence Petitions. 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 _____
 (Print Your Name)

Check and complete ALL THAT APPLY:

1. I request that the court not disclose my current address or that of the child(ren). My address is confidential pursuant to R.C. 3127.23(D) and should be placed under seal to protect the health, safety, or liberty of myself and/or the child(ren).
2. Minor child(ren) are subject to this case as follows:

Insert the information requested below for all minor or dependent children of this marriage. 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"/> Male <input type="checkbox"/> Female | |
| | <u>Period of Residence</u> | <u>Check if Confidential</u> | <u>Person(s) With Whom Child Lived</u> (name & address) |
| | to present | <input type="checkbox"/> Address Confidential? | <u>Relationship</u> |
| | to _____ | <input type="checkbox"/> Address Confidential? | |
| | to _____ | <input type="checkbox"/> Address Confidential? | |
| | to _____ | <input type="checkbox"/> Address Confidential? | |

Affidavit 3

b. Child's Name: _____ **Place of Birth:** _____
Date of Birth: _____ **Sex:** Male Female

Check this box if the information requested below would be the same as in subsection 2a and skip to the next question.

| <u>Period of Residence</u> | <u>Check if Confidential</u> | <u>Person(s) With Whom Child Lived</u> (name & address) | <u>Relationship</u> |
|----------------------------|--|--|---------------------|
| _____ to present | <input type="checkbox"/> Address Confidential? | _____ | _____ |
| _____ to _____ | <input type="checkbox"/> Address Confidential? | _____ | _____ |
| _____ to _____ | <input type="checkbox"/> Address Confidential? | _____ | _____ |
| _____ to _____ | <input type="checkbox"/> Address Confidential? | _____ | _____ |

c. Child's Name: _____ **Place of Birth:** _____
Date of Birth: _____ **Sex:** Male Female

Check this box if the information requested below would be the same as in subsection 2a and skip to the next question.

| <u>Period of Residence</u> | <u>Check if Confidential</u> | <u>Person(s) With Whom Child Lived</u> (name & address) | <u>Relationship</u> |
|----------------------------|--|--|---------------------|
| _____ to present | <input type="checkbox"/> Address Confidential? | _____ | _____ |
| _____ to _____ | <input type="checkbox"/> Address Confidential? | _____ | _____ |
| _____ to _____ | <input type="checkbox"/> Address Confidential? | _____ | _____ |
| _____ to _____ | <input type="checkbox"/> Address Confidential? | _____ | _____ |

IF MORE SPACE IS NEEDED FOR ADDITIONAL CHILDREN, ATTACH A SEPARATE PAGE AND CHECK THIS BOX .

3. 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. For each case in which you participated, give the following information:

Affidavit 3

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

IF MORE SPACE IS NEEDED FOR ADDITIONAL CUSTODY CASES, ATTACH A SEPARATE PAGE AND CHECK THIS BOX .

4. Information about other civil case(s) that could affect this case: (Check only one box.)

- I **HAVE NO INFORMATION** about any other civil 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 other civil 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. Do not repeat cases already listed in Paragraph 3. Explain:

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

IF MORE SPACE IS NEEDED FOR ADDITIONAL CASES, ATTACH A SEPARATE PAGE AND CHECK THIS BOX .

5. Information about criminal case(s):

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.

| <u>Name</u> | <u>Case Number</u> | <u>Court/State/County</u> | <u>Convicted of What Crime?</u> |
|-------------|--------------------|---------------------------|---------------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

IF MORE SPACE IS NEEDED FOR ADDITIONAL CASES, ATTACH A SEPARATE PAGE AND CHECK THIS BOX .

Affidavit 3

6. Persons not a party to this case who has physical custody or claims to have custody or visitation rights to children subject to this case: (Check only one box.)

I **DO NOT KNOW OF ANY PERSON(S)** not a party to this case who has/have physical custody or claim(s) 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 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: _____

OATH

(Do Not Sign Until Notary is Present)

I, (print name) _____, swear or affirm that I have read this document and, to the best of my knowledge and belief, the facts and information stated in this document are true, accurate and complete. I understand that if I do not tell the truth, I may be subject to penalties for perjury.

Your Signature

Sworn before me and signed in my presence this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

IN THE COURT OF COMMON PLEAS
 _____ COUNTY, OHIO

 Plaintiff,
 - vs -

 Defendant

Case No. _____
 JUDGE: _____

**AFFIDAVIT OF INCOME, EXPENSES
 AND FINANCIAL DISCLOSURE**

STATE OF OHIO, COUNTY OF _____ ss:

Now comes _____ and after being duly cautioned and sworn says:

_____ Plaintiff _____ is _____ child support
 _____ Defendant _____ is not requesting a temporary order for _____ alimony

Minor and/or dependent children (not including children by previous spouses):

_____ age _____ is residing with _____
 _____ age _____ is residing with _____
 _____ age _____ is residing with _____
 _____ age _____ is residing with _____

| | PLAINTIFF | DEFENDANT |
|---|------------------|------------------|
| GROSS WEEKLY WAGES: | \$ _____ | \$ _____ |
| Deductions: | | |
| Taxes | _____ | _____ |
| Credit Union | _____ | _____ |
| Other (Specify) | _____ | _____ |
| | _____ | _____ |
| TOTAL DEDUCTIONS: | \$ _____ | \$ _____ |
| Net Weekly Wages (Subtract Total Deductions from Gross Wages) | \$ _____ | \$ _____ |
| _____ Unemployment | _____ | _____ |
| _____ Workers Comp. | _____ | _____ |
| Other Income Specify Source _____ | _____ | _____ |
| NET WEEKLY INCOME: | \$ _____ | \$ _____ |

EXPENSES

Necessary Living Expenses

(If children are residing with you, calculate expenses below for you and them combined)

PLAINTIFF

DEFENDANT

Monthly:

- A. Housing
- 1. Rent or Mortgage payment
(Including taxes & insurance) \$ _____
 - 2. Utilities
 - a. Gas & Electric _____
 - b. Water & Sewer _____
 - c. Telephone (excluding long distance) _____
 - d. Trash collection _____
 - e. Water softener _____
 - 3. Housing repairs _____
 - 4. Homeowner's or Renter's Insurance _____
 - 5. Other (specify) _____ _____
- TOTAL HOUSING: \$ _____

- B. Other
- 1. Car repairs \$ _____
 - 2. Insurance
 - a. Auto _____
 - b. Life _____
 - c. Medical _____
 - d. Other (specify) _____
 - 3. Medical (not covered by Insurance) _____
 - 4. Clothing _____
 - 5. Hair care _____
 - 6. Dry Cleaning _____
 - 7. Other (specify) _____ _____
- TOTAL OTHER: \$ _____
- TOTAL MONTHLY (Sum of A & B) \$ _____

I. WEEKLY COST (divide monthly total by 4.3) \$ _____ (I)

Weekly

- 1. Grocery items (include food, laundry & cleaning products) \$ _____
- 2. Toilet accessories _____
- 3. Child care _____
- 4. School lunch program _____
- 5. Children's allowances _____
- 6. Activities of Minor Children
(Music, sports, dances, etc.) _____
- 7. Entertainment _____
- 8. Contributions _____
- 9. Gasoline & Oil _____
- 10. Other (specify) _____ _____

II. WEEKLY TOTAL \$ _____ (II)

Monthly Installment Payments
(Do not list expenses previously listed on Page 2)

| To Whom Paid | Purpose | Balance Due | Monthly Payment |
|--------------|---------|-------------|-----------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

MONTHLY TOTAL: \$ _____

III. WEEKLY TOTAL (divide monthly total by 4.3) \$ _____ (III)

TOTAL WEEKLY EXPENSES (Sum of I, II & III) \$ _____

FINANCIAL DISCLOSURE

List all funds on deposit in any and all accounts in any Bank, Savings & Loan, Credit Union, Regulated Investment Company, Mutual Fund, or other financial institution. Account may include one or more of the following: Checking, Certificate of Deposit (CD), Investment, Savings, Individual Retirement (IRA), Stock Option, etc. (Use reverse side if needed)

| Name of Financial Institution | Address of Financial Institution | Account No. | Name(s) on Account | Balance as of Date of this Affidavit |
|-------------------------------|----------------------------------|-------------|--------------------|--------------------------------------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

_____ Plaintiff _____ does
_____ Defendant _____ does not have any other assets from which child support can be paid or secured.
(If "does", list all such assets on reverse side)

Sworn to and subscribed in my presence this _____ day of _____, _____

NOTARY PUBLIC

Attorney for _____ Plaintiff
_____ Defendant

COURT OF COMMON PLEAS

_____ COUNTY, OHIO

Plaintiff/Petitioner

Case No. _____

v./and

Judge _____

Magistrate _____

Respondent/Petitioner

Instructions: Check local court rules to determine when this form must be filed.
List ALL OF YOUR PROPERTY AND DEBTS, the property and debts of your spouse, and any joint property or debts. Do not leave any category blank. For each item, if none, put "NONE." If you do not know exact figures for any item, give your best estimate, and put "EST." **If more space is needed, add additional pages.**

AFFIDAVIT OF PROPERTY

Affidavit of _____
(Print Your Name)

I. REAL ESTATE INTERESTS

| <u>Address</u> | <u>Present Fair Market Value</u> | <u>Titled To</u> | <u>Mortgage Balance</u> | <u>Equity (as of date)</u> |
|---|----------------------------------|--|-------------------------|----------------------------|
| 1. _____ _____ | \$ _____ | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ _____ | \$ _____ _____ |
| 2. _____ _____ | \$ _____ | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ _____ | \$ _____ _____ |
| TOTAL SECTION I: REAL ESTATE INTERESTS | | | | \$ _____ |

II. OTHER ASSETS

| <u>Category</u> | <u>Description</u> (List who has possession) | <u>Titled To</u> | <u>Value/Date of Value</u> |
|--|--|--|----------------------------|
| A. Vehicles and Other Certificate of Title Property | | | |
| | (Include model and year of automobiles, trucks, motorcycles, boats, motors, motor homes, etc.) | | |
| 1. | _____ | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ _____ |
| 2. | _____ | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ _____ |
| 3. | _____ | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ _____ |
| 4. | _____ | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ _____ |
| 5. | _____ | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ _____ |
| 6. | _____ | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ _____ |
| B. Financial Accounts | | | |
| | (Include checking, savings, CDs, POD accounts, money market accounts, etc.) | | |
| 1. | _____ | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ _____ |
| 2. | _____ | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ _____ |
| 3. | _____ | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ _____ |
| 4. | _____ | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ _____ |

| <u>Category</u> | <u>Description</u> (List who has possession) | <u>Titled To</u> | <u>Value/Date of Value</u> |
|---|--|--|----------------------------|
| C. Pensions & Retirement plans | | | |
| | (Include profit-sharing, IRAs, 401k plans, etc.; Describe each type of plan) | | |
| 1. | _____ | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ _____ |
| 2. | _____ | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ _____ |
| 3. | _____ | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ _____ |
| 4. | _____ | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ _____ |

| | | | |
|--|-------|--|----------|
| D. Publicly Held Stocks, Bonds, Securities & Mutual Funds | | | |
| 1. | _____ | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ _____ |
| 2. | _____ | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ _____ |
| 3. | _____ | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ _____ |
| 4. | _____ | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ _____ |

| <u>Category</u> | <u>Description</u> (List who has possession) | <u>Titled To</u> | <u>Value/Date of Value</u> |
|--|---|--|----------------------------|
| E. Closely Held Stocks & Other Business Interests and Name of Company | | | |
| | (Type of ownership and number) | | |
| 1. | _____ | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ _____ |
| 2. | _____ | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ _____ |

**F. Life Insurance Type
(Term/Whole Life)**

(Any cash value or loans)

(Insured party
& value upon death)

| | | | | |
|----|-------|-------|--|----------|
| 1. | <hr/> | <hr/> | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ <hr/> |
| | <hr/> | <hr/> | | <hr/> |
| 2. | <hr/> | <hr/> | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ <hr/> |
| | <hr/> | <hr/> | | <hr/> |
| 3. | <hr/> | <hr/> | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ <hr/> |
| | <hr/> | <hr/> | | <hr/> |
| 4. | <hr/> | <hr/> | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ <hr/> |
| | <hr/> | <hr/> | | <hr/> |

Category

Description

Who Has Possession

Value/Date of Value

G. Furniture & Appliances

(Estimate value of those in your possession, and value of those in your spouse's possession)

| | | | | |
|----|-------|-------|--|----------|
| 1. | <hr/> | <hr/> | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ <hr/> |
| | <hr/> | <hr/> | | <hr/> |
| 2. | <hr/> | <hr/> | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ <hr/> |
| | <hr/> | <hr/> | | <hr/> |
| 3. | <hr/> | <hr/> | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ <hr/> |
| | <hr/> | <hr/> | | <hr/> |
| 4. | <hr/> | <hr/> | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ <hr/> |
| | <hr/> | <hr/> | | <hr/> |

H. Safe Deposit Box

(Give location and describe contents)

Titled To

| | | | | |
|----|-------|-------|--|----------|
| 1. | <hr/> | <hr/> | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ <hr/> |
| | <hr/> | <hr/> | | <hr/> |
| 2. | <hr/> | <hr/> | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ <hr/> |
| | <hr/> | <hr/> | | <hr/> |

I. Transfer of Assets

Explanation: List the name and address of any person (other than creditors listed on your Affidavit) who has received money or property from you exceeding \$300 in value in the past 12 months and the reason for each transfer.

| | | | | | |
|----|--|--|--|----|--|
| 1. | | | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ | |
| 2. | | | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ | |
| 3. | | | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ | |
| 4. | | | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ | |

| <u>Category</u> | <u>Description</u> (Also list who has possession) | <u>Titled To</u> | <u>Value/Date of Value</u> |
|-----------------|--|------------------|----------------------------|
|-----------------|--|------------------|----------------------------|

J. All Other Assets Not Listed Above **Explanation:** List any item you have not listed above that is considered an asset.

| | | | | | |
|----|--|--|--|----|--|
| 1. | | | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ | |
| 2. | | | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | \$ | |

TOTAL SECTION II: OTHER ASSETS \$ _____

III. SEPARATE PROPERTY CLAIMS: Pre-marital assets, gifts to one spouse only, inheritances

If you are making any claims in any of the categories below, explain the nature and amount of your claim. **This includes, but is not limited to, inheritances, property owned before marriage, and any pre-marital agreements.**

| | <u>Category</u> (Pre-marital Gift, Inheritance, etc., acquired after separation) | <u>Description</u> | <u>Why do you claim this as a separate property?</u> | <u>Present Fair Market Value</u> |
|----|---|--------------------|--|----------------------------------|
| 1. | | | | \$ _____ |
| 2. | | | | \$ _____ |
| 3. | | | | \$ _____ |
| 4. | | | | \$ _____ |
| 5. | | | | \$ _____ |

TOTAL SECTION III: SEPARATE PROPERTY CLAIMS \$ _____

IV. DEBT

List ALL OF YOUR DEBTS, the debts of your spouse, and any joint debts. Do not leave any category blank. For each item, if none, put "NONE." If you don't know exact figures for any item, give your best estimate, and put "EST." **If more space is needed to explain, please attach an additional page with the explanation and identify which question you are answering.**

| <u>Type</u> | <u>Name of Creditor/Purpose of Debt</u> | <u>Account Name</u> | <u>Name(s) on Account</u> | <u>Total Debt Due</u> | <u>Monthly Payment</u> |
|--|---|---------------------|---|---------------------------|----------------------------|
| A. Secured Debt (Mortgages, Car, etc.) | | | | | |
| 1. | _____ | _____ | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint | \$ _____ | \$ _____ |
| 2. | _____ | _____ | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint | \$ _____ | \$ _____ |
| 3. | _____ | _____ | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint | \$ _____ | \$ _____ |
| 4. | _____ | _____ | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint | \$ _____ | \$ _____ |
| 5. | _____ | _____ | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint | \$ _____ | \$ _____ |
| B. Unsecured Debt, including credit cards | | | | | |
| 1. | _____ | _____ | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint | \$ _____ | \$ _____ |
| 2. | _____ | _____ | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint | \$ _____ | \$ _____ |
| 3. | _____ | _____ | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint | \$ _____ | \$ _____ |
| 4. | _____ | _____ | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint | \$ _____ | \$ _____ |
| 5. | _____ | _____ | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Joint | \$ _____ | \$ _____ |
| TOTAL SECTION IV: DEBT | | | | \$ _____ | |

V. BANKRUPTCY

| | <u>Filed by: Wife, Husband, Both</u> | <u>Date of Filing: Case Number</u> | <u>Date of Discharge or Relief from Stay</u> | <u>Type of Case (Ch. 7, 11, 12, 13)</u> | <u>Current Monthly Payments</u> |
|------------------------------------|--|--|--|---|-------------------------------------|
| 1. | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | _____ | _____ | _____ | \$ _____ |
| 2. | <input type="checkbox"/> Husband <input type="checkbox"/> Wife <input type="checkbox"/> Both | _____ | _____ | _____ | \$ _____ |
| TOTAL SECTION V: BANKRUPTCY | | | | | \$ _____ |

OATH

(Do Not Sign Until Notary is Present)

I, (print name) _____ swear or affirm that I have read this document and, to the best of my knowledge and belief, the facts and information stated in this document are true, accurate and complete. I understand that if I do not tell the truth, I may be subject to penalties for perjury.

Your Signature

Sworn before me and signed in my presence this ____ day of _____, _____.

Notary Public
My Commission Expires:

DATE:
APPLICATION NUMBER:

APPLICANT NAME
ADDRESS
ADDRESS

APPLICATION AND QUESTIONNAIRE FOR CHILD SUPPORT SERVICES

The Child Support program aims to provide services to help families by promoting family self-sufficiency and child well-being. Services are available to either parent when one parent is living outside the home. Services are also available to caretakers of children. Services are available automatically for families receiving assistance under the Ohio Works First (OWF) program.

The child support enforcement agency (CSEA) can assist you with the following services:

1. Establishment of Paternity – Legally Identifying a Child’s Father

The CSEA can assist in establishing paternity (legal fatherhood) if there has not been a final and enforceable determination of paternity for the child.

2. Establishment or Adjustment of Child Support and Medical Support Orders

The CSEA can assist in obtaining an order for child support and medical support. A support order establishes how much a parent should pay for child support. It also allocates the costs of providing for the health care of the child between the parents. The CSEA can assist in modifying a support order (review and adjustment) every 36 months or sooner if there is a qualifying change in circumstances.

3. Enforcement of Support Orders

The CSEA can assist in collecting and disbursing current and past due support, as well as enforcing medical support orders. The parent ordered to pay support (obligor), will be required to pay child support by income withholding. The CSEA will issue income withholding orders to collect support from the parent’s wages and/or unearned income. Overdue support may also be collected from Federal or state income tax refunds and liens placed on property. In addition, when past-due support is owed, the following may occur:

- Unpaid child support may be reported automatically to credit reporting bureaus
- Driver’s, professional, occupational and recreational licenses may be suspended if the obligated parent is not paying the required support
- The U.S. State Department will deny a passport to a parent who owes more than \$2,500 in back child support
- Funds may be seized from accounts in financial institutions
- Court actions, such as contempt, and possibly criminal actions may be taken against chronic delinquent parents

4. Location of Parents

The CSEA can use available information to locate parents and their income and assets. The applicant can request “Location Only Services,” if the sole need is to find the whereabouts of the non-residential parent.

Child Support Services Requested:

All child support services available Location of non-residential parent only Other (please explain): _____

| |
|---|
| PLEASE READ BEFORE SIGNING RIGHTS AND RESPONSIBILITIES |
|---|

Confidentiality of Case Material

You have the right to see the parts of your file at the CSEA about you and the actions taken for you by the agency. You cannot see some parts of your file that are protected by confidentiality laws, such as information obtained from the IRS. Information about you in the CSEA file is confidential. However certain portions of your file become public record when a court is notified about your case.

Hearing Rights

If you disagree with an action, lack of action or delay by the CSEA, you may request a state hearing.

OWF Participants

As a condition of eligibility to receive Ohio Works First (OWF) benefits, you give up the right to keep child and spousal support up to the amount of assistance you received. You must cooperate in establishing paternity for each child born, if you were not married to the father. You must assist the CSEA in getting support payments and any other payments. If you fail to cooperate without good cause (determined by the CSEA), you may be ineligible to receive OWF benefits.

While a family is receiving OWF, support collections are used to repay benefits. When a family leaves OWF, current support and family arrears are released to the family. Payments from the IRS are applied to repay OWF benefits before being applied to support payable to the household.

Medicaid Participants

While Medicaid benefits are received, medical support is paid to ODJFS to reimburse Medicaid benefits. If health insurance is available, that insurance will be used first for payment of medical bills. If you are eligible for Medicaid and are also covered by a health insurance plan, it is your responsibility to notify the provider of medical services that you have medical insurance coverage and Medicaid coverage for uninsured costs.

IV-E Foster Care Participants

If a child receives Title IV-E foster care benefits, the assignment includes current child support during the time the child is eligible for benefits and child support arrearages accruing before and during the time the child is eligible for benefits. Support received that does not exceed foster care maintenance payments is distributed to reimburse Title IV-E benefits. When IV-E foster care maintenance benefits stop, the assignment of support rights terminates, except for the amount of any unpaid support that accrued under that assignment.

Fees

There is an application fee of one dollar for applicants not receiving OWF or IV-E foster care benefits. Some counties waive this fee for the applicants.

Child Support Overpayments

An overpayment is child support that you are not entitled to keep because you have assigned your rights to support to ODJFS, the payment was made to you instead of ODJFS, or the payment was sent to you in error by ODJFS. You may be personally liable for returning any amounts paid in error, including amounts that must be returned because the IRS or ODT accepts an amended tax return or complaint from the non-obligated spouse. In tax refund situations you may be required to sign an affidavit attesting to the amount of support arrears.

The child support agency has provided sufficient information regarding the services available and my responsibilities.

I declare that I have examined this application and, to the best of my knowledge and belief, it is a true and correct statement of every material point.

I understand that the CSEA, its staff, and any of its contracted agencies, represent only the county and the State of Ohio, and do not represent me, either parent, the child(ren), or other custodian of the children.

I understand that within 20 days of receiving this completed and signed application and questionnaire, the CSEA will send a written notice informing me whether my application for Title IV-D child support services has been accepted.

Signature of Applicant: _____ **Date:** _____

Signature of Parent/ Guardian if Applicant is a Minor : _____ **Print Name:** _____ **Date:** _____

Ohio Child Support Website and Customer Service Portal available at www.jfs.ohio.gov/ocs

If you are receiving a type of public assistance that requires cooperation with Child Support, you are required to complete and sign this questionnaire and to cooperate with the CSEA in establishing paternity or in establishing, modifying, or enforcing a support order. Unless the CSEA approves a good cause waiver of cooperation, failure to cooperate could result in delay, denial, and/ or termination of your public assistance benefits.

INSTRUCTIONS

PLEASE COMPLETE EACH APPLICABLE FIELD CLEARLY, PROVIDING THE MOST INFORMATION YOU CAN, INCLUDING ANY PARTIAL INFORMATION. PLEASE SUPPLY COPIES OF ALL PERTINENT INFORMATION LISTED IN THE CHECKLIST ON THE LAST PAGE OF THE APPLICATION. YOUR SIGNATURE IS REQUIRED ON PAGE 4.

APPLICANT INFORMATION

| | | | | |
|---|------|--|----------------|--------|
| LAST NAME | | FIRST NAME | | MIDDLE |
| MAIDEN OR OTHER | | SSN | | DOB |
| CURRENT MARITAL STATUS | | | NAME OF SPOUSE | |
| GENDER | RACE | DO YOU NEED AN INTERPRETER? <input type="checkbox"/> YES <input type="checkbox"/> NO LANGUAGE OR OTHER SERVICE REQUESTED: | | |
| RESIDENTIAL ADDRESS-STREET | | CITY | STATE | ZIP |
| MAILING ADDRESS-STREET | | CITY | STATE | ZIP |
| HOME PHONE | | WORK PHONE | | |
| CELL PHONE | | OTHER PHONE | | |
| Can you receive texts from the CSEA? <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | |
| EMAIL: | | | | |
| EMPLOYER NAME AND ADDRESS | | EMPLOYER PHONE | | |

CHILD 1 SERVICES REQUESTED FOR THIS CHILD : **PATERNITY** **SUPPORT ESTABLISHMENT** **ENFORCEMENT**
 * PLEASE MAKE COPIES AS NEEDED TO PROVIDE INFORMATION FOR ADDITIONAL CHILDREN*

| | | | | | |
|--|-----|--|---|---|-----------------------|
| LAST NAME | | FIRST NAME | | MIDDLE | CITY & STATE OF BIRTH |
| SSN | DOB | | WHERE WAS THE CHILD CONCEIVED (STATE)? | WHEN WAS CHILD CONCEIVED (MO/YR)? | |
| APPLICANT'S RELATIONSHIP TO CHILD 1: <input type="checkbox"/> MOTHER <input type="checkbox"/> FATHER <input type="checkbox"/> OTHER (Please specify) | | | | GENDER: <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE | |
| IS THERE A FATHER'S NAME ON THE BIRTH CERTIFICATE? <input type="checkbox"/> YES <input type="checkbox"/> NO | | IF YES, WHAT IS THE FATHER'S NAME (LAST, FIRST)? | | | |
| WAS AN ACKNOWLEDGEMENT OF PATERNITY AFFIDAVIT SIGNED? <input type="checkbox"/> YES, <input type="checkbox"/> NO IF YES, WHERE AND WHEN: | | | NAME OF FATHER THAT SIGNED THE AFFIDAVIT (LAST, FIRST)? | | |
| CHILD'S MOTHER'S NAME (LAST, FIRST) | | | CHILD'S FATHER/ALLEGED FATHER'S NAME (LAST, FIRST) | | |
| COULD THERE BE MORE THAN ONE POSSIBLE ALLEGED FATHER? <input type="checkbox"/> YES <input type="checkbox"/> NO (Sex with anyone 2 months before or 2 months after becoming pregnant) If yes, please list the names here and complete an Other Parent Information Sheet for each named father. | | | | | |
| WAS THE MOTHER EVER MARRIED? <input type="checkbox"/> YES <input type="checkbox"/> NO | | HUSBAND'S NAME: | | DATE OF MARRIAGE: | |
| HUSBAND'S NAME: | | DATE OF MARRIAGE: | | CITY, STATE: | |
| HUSBAND'S NAME: | | DATE OF MARRIAGE: | | DIVORCE DATE: | |
| IS THERE AN ORDER DETERMINING PATERNITY FOR THIS CHILD? <input type="checkbox"/> YES <input type="checkbox"/> NO | | WHEN WAS THE ORDER FILED? | | IN WHICH COUNTY, STATE? | |
| IS THERE A CHILD SUPPORT ORDER FOR THIS CHILD? <input type="checkbox"/> YES <input type="checkbox"/> NO | | WHEN WAS THE ORDER FILED? | | IN WHICH COUNTY, STATE? | |
| IS THERE ANY PENDING LEGAL ACTION INVOLVING THIS CHILD? <input type="checkbox"/> YES <input type="checkbox"/> NO | | MOST RECENT FILE DATE? | | IN WHICH COUNTY, STATE? | |

CHILD 2 SERVICES REQUESTED FOR THIS CHILD : **PATERNITY** **SUPPORT ESTABLISHMENT** **ENFORCEMENT**

| | | | | | |
|--|-----|--|---|---|-----------------------|
| LAST NAME | | FIRST NAME | | MIDDLE | CITY & STATE OF BIRTH |
| SSN | DOB | | WHERE WAS THE CHILD CONCEIVED (STATE)? | WHEN WAS CHILD CONCEIVED (MO/YR)? | |
| APPLICANT'S RELATIONSHIP TO CHILD 2: <input type="checkbox"/> MOTHER <input type="checkbox"/> FATHER <input type="checkbox"/> OTHER (Please specify) | | | | GENDER: <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE | |
| IS THERE A FATHER'S NAME ON THE BIRTH CERTIFICATE? <input type="checkbox"/> YES <input type="checkbox"/> NO | | IF YES, WHAT IS THE FATHER'S NAME (LAST, FIRST)? | | | |
| WAS AN ACKNOWLEDGEMENT OF PATERNITY AFFIDAVIT SIGNED? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, WHERE AND WHEN: | | | NAME OF FATHER THAT SIGNED THE AFFIDAVIT (LAST, FIRST)? | | |
| CHILD'S MOTHER'S NAME (LAST, FIRST) | | | CHILD'S FATHER/ALLEGED FATHER'S NAME (LAST, FIRST) | | |
| COULD THERE BE MORE THAN ONE POSSIBLE ALLEGED FATHER? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, please list the names here and complete an Other Parent Information Sheet for each named father. | | | | | |
| WAS THE MOTHER EVER MARRIED? <input type="checkbox"/> YES <input type="checkbox"/> NO | | HUSBAND'S NAME: | | DATE OF MARRIAGE: | |
| HUSBAND'S NAME: | | DATE OF MARRIAGE: | | CITY, STATE: | |
| HUSBAND'S NAME: | | DATE OF MARRIAGE: | | DIVORCE DATE: | |
| IS THERE AN ORDER DETERMINING PATERNITY FOR THIS CHILD? <input type="checkbox"/> YES <input type="checkbox"/> NO | | WHEN WAS THE ORDER FILED? | | IN WHICH COUNTY, STATE? | |
| IS THERE A CHILD SUPPORT ORDER FOR THIS CHILD? <input type="checkbox"/> YES <input type="checkbox"/> NO | | WHEN WAS THE ORDER FILED? | | IN WHICH COUNTY, STATE? | |
| IS THERE ANY PENDING LEGAL ACTION INVOLVING THIS CHILD? <input type="checkbox"/> YES <input type="checkbox"/> NO | | MOST RECENT FILE DATE? | | IN WHICH COUNTY, STATE? | |

INFORMATION ABOUT THE OTHER PARENT

THIS OTHER PARENT IS THE **MOTHER** **FATHER/ALLEGED FATHER OF** _____ **(LIST CHILD(REN))**

OTHER PARENT REFERS TO THE NON-APPLICANT PARENT OF THE CHILD(REN) **OR** IN THE CASE OF A CARETAKER APPLICANT, IT REFERS TO **BOTH** THE MOTHER AND FATHER OF THE CHILD(REN) AND AN INFORMATION SHEET FOR EACH PARENT IS NEEDED.

IF THERE ARE MORE THAN 2 OTHER PARENTS, PLEASE MAKE COPIES AS NEEDED TO PROVIDE INFORMATION FOR EACH ADDITIONAL OTHER PARENT.

IS THERE A HISTORY OF DOMESTIC VIOLENCE WITH THIS OTHER PARENT? YES NO

IF YES, PROVIDE AVAILABLE DOCUMENTATION OR A STATEMENT EXPLAINING THE SITUATION.

APPLICANT'S RELATIONSHIP TO THIS OTHER PARENT: NEVER MARRIED MARRIED LEGALLY SEPARATED DIVORCED OTHER (note below)

| | | | | | |
|-------------------------------------|------|----------------|--|-----------------|-----|
| LAST NAME | | FIRST | MIDDLE | MAIDEN OR OTHER | |
| SSN | | DOB/AGE (APPX) | PLACE OF BIRTH (CITY & STATE) | | |
| GENDER | RACE | | DOES OTHER PARENT NEED AN INTERPRETER? <input type="checkbox"/> YES <input type="checkbox"/> NO LANGUAGE OR OTHER SERVICE NEEDED: | | |
| MAILING ADDRESS-STREET | | | CITY | STATE | ZIP |
| RESIDENTIAL OR OTHER ADDRESS-STREET | | | CITY | STATE | ZIP |
| MOTHER'S NAME | | | HER ADDRESS/PHONE: | | |
| FATHER'S NAME | | | HIS ADDRESS/PHONE: | | |

INFORMATION ABOUT OTHER PARENT'S EMPLOYMENT

| | | | | |
|-----------------------------------|----------------|------|-----------|-----|
| CURRENT EMPLOYER | ADDRESS-STREET | CITY | STATE | ZIP |
| IF UNEMPLOYED, NAME LAST EMPLOYER | ADDRESS-STREET | CITY | STATE | ZIP |
| OCCUPATION | UNION NAME | | LOCAL NO. | |

ADDITIONAL INFORMATION THAT COULD ASSIST IN LOCATION OF PARENT, INCOME AND ASSETS. INCLUDE NAMES AND CONTACT INFORMATION OF OTHER FAMILY MEMBERS AND FRIENDS. LIST TYPES AND LOCATION OF ANY PROPERTY OR ASSETS OWNED BY OTHER PARENT.

ADDITIONAL INFORMATION

Please provide any additional information here.

SIGNATURE AND DOCUMENTATION

| | | |
|---|--------------------------------|------|
| SIGNATURE OF APPLICANT | PRINT NAME OF APPLICANT | DATE |
| SIGNATURE OF PARENT/ GUARDIAN IF APPLICANT IS A MINOR | PRINT NAME OF PARENT/ GUARDIAN | DATE |

CHECKLIST OF INFORMATION TO SUBMIT

- Copy of Social Security Card for Each Child
- Copies of all Court Orders including Civil Protection Orders
- Copy of Marriage Certificate(s)
- Copy of birth certificate for each child, if child was born outside of the State of Ohio
- Copy of Out of State Support Payment Records
- Copy of Medical Insurance Cards

Ohio Child Support Website and Customer Service Portal available at www.jfs.ohio.gov/ocs

INSTRUCTIONS FOR POVERTY AFFIDAVIT
- PRINT OR TYPE -

1. Fill in whether this is a *GENERAL* division Common Pleas Court case (after a divorce or dissolution or visitation only action) or a *JUVENILE* Division case (the original order is out of a juvenile court)
2. Fill in the name of the county where the Court is.
3. Fill in the name of the Minor Child(ren) involved in this action OR the Plaintiff and Defendant as it appears on your papers.
4. Fill in the Case Number and the Judge of the action if you know it, leave it blank if you don't.
5. Fill in both parties' names.
6. Sign your names ONLY IN FRONT OF A NOTARY if the affidavit is correct.

MAKE 2 COPIES AND TAKE WITH THE MOTION TO THE COURT

PLEASE NOTE: FILING WITH A POVERTY AFFIDAVIT DOES NOT MEAN YOU DO NOT HAVE TO PAY COURT COSTS. IT ONLY MEANS THAT YOU DO NOT HAVE TO PAY IT IN ADVANCE. THE COURT WILL DETERMINE WHO IS TO PAY COURT COSTS AT THE TIME OF THE HEARING.

IN THE COURT OF COMMON PLEAS
1) GENERAL OR JUVENILE DIVISION
2) NAME OF COUNTY, OHIO

In The Matter of:

3) NAME OF CHILDREN

3) NAME OF PLAINTIFF,

Plaintiff,

vs.

3) NAME OF DEFENDANT

Defendant.

Case No. 4) CASE NUMBER

Judge _____

AFFIDAVIT OF INABILITY
TO PREPAY COURT COSTS.

We, 5) FILL IN YOUR NAMES, being first duly cautioned and sworn,

depose and state:

1. That we are the parties in interest in the above-captioned action; that we have a meritorious cause of action but are unable to give security or a cash deposit to secure costs.
2. That we are unable to afford the hiring of an attorney to represent us in this matter.
3. That we own no liquid assets or property of any substantial value to prepay costs.

**6) SIGN YOUR NAME IN FRONT
OF NOTARY ONLY**

Sworn to and subscribed in my presence this _____ day of _____,
20_____.

NOTARY PUBLIC

IN THE COURT OF COMMON PLEAS
_____ DIVISION

_____ COUNTY, OHIO

In The Matter of:

_____ ,

Plaintiff,

vs.

_____ ,

Defendant.

Case No. _____

Judge _____

AFFIDAVIT OF INABILITY TO
PREPAY COURT COSTS

We, _____, being first duly cautioned and sworn,
depose and state:

1. That we are parties in interest in the above-captioned action; that we have a meritorious cause of action but are unable to give security or a cash deposit to secure costs.
2. That we are unable to afford the hiring of an attorney to represent us in this matter.
3. That we own no liquid assets or property of any substantial value to prepay costs.

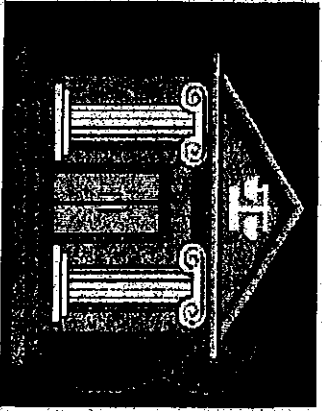
Sworn to and subscribed in my presence this _____ day of _____,
20_____.

NOTARY PUBLIC



REPRESENTING YOURSELF IN COURT

A CITIZENS GUIDE



Preparing Your Case

If you do decide to represent yourself, you need to manage all aspects of your case.

- ☑ **Familiarize yourself with the local court rules.** Rules and procedures vary slightly from court to court, and you need to know the rules that apply in the court that will hear your case. Obtain a copy of the local rules from your court.
- ☑ **Make sure your filings and documents conform to local standards.** Generic forms and sample filings are available in books and on the internet. However, these generic documents may not conform to the standards of the court that will hear your case. To make sure that your documents will be accepted, ask your court for forms and sample filings.

☑ **Respond to all inquiries on time.** During trial preparations, you may receive inquiries from the court or the opposing party. For example, the opposing party may be entitled to "discovery"—to learn about evidence or testimony you plan to introduce (you may be entitled to the same). If you fail to respond to such inquiries, you may limit your ability to present your case.

☑ **Rules about admissible evidence are complicated.** There are many possible reasons that evidence or testimony you think is relevant and important may not be admissible in court. Since questions about what evidence is admissible are legal questions that are often contested, neither court staff nor the judge may answer them ahead of time. This can be frustrating for non-attorneys: if your case will involve contested evidence, consider again whether you need an attorney.

☑ **Make sure evidence you plan to use will be acceptable and available in court.** If your case will involve evidence—documents, pictures, cost estimates, receipts, or other items—you must prepare it for court use. In particular, you must

- ♦ bring at least three copies of all documents (for the court, for the opposing party, and for yourself); and

- ♦ be able to verify that documents are what you say they are or contain accurate information.

☑ **Make sure any witnesses are prepared and available in court.** If your case will involve testimony from witnesses, you need to work with them before you and they appear in court. Make sure your witnesses know what you will ask, and instruct them to answer truthfully. And remember that your witnesses must be

- ♦ present at your trial (they may not, for example, prepare written statements or appear by telephone); and
- ♦ prepared to answer questions from the opposing party or his or her attorney.

When you decide to represent yourself, you take on full responsibility for your case. You need to handle legal questions as well as deadlines, documents, evidence, witnesses, and any other issues that may come up. Even a seemingly simple case can demand a lot of your time and attention.

In the Courtroom

At the trial or hearing itself, you need to present your case in its strongest way. Here are some simple tips:

☑ **Make a good impression.** Dress appropriately. Arrive on time with all your materials.

☑ **Respect the court.** Stand when the judge enters or leaves the courtroom and when you speak to the judge. Address the judge as "Your Honor."

☑ **Respect the opposing party.** Never argue with the opposing party in front of the judge. Use respectful terms of address.

☑ **Speak clearly and succinctly.** Be prepared to state your case in a few sentences. Listen carefully and answer questions directly.

☑ **Be prepared.** Courts are very busy. You want to present your case in the strongest way, but you also want to help the proceedings move efficiently. The better prepared you are, the better the case will go.

The Role of the Judge

Your case will be heard and decided by a judge (or a magistrate). Keep in mind that the role of the judge is to be an impartial referee in the dispute between you and the opposing party. Among other things, this means that

- The judge may not help you present your case.** Helping you—by pointing out possible mistakes or by letting you know what you need to do next—would be unfair to the opposing party. When you represent yourself, you take on the full responsibility of presenting your case.
- The judge may not speak with you about your case when the opposing party is not present.** This is true even if the issue you want to speak with the judge about seems like a simple procedural question. Again, such communications would be unfair to the opposing party.
- The judge will decide the case on the basis of the facts presented in court and the applicable law.** The judge may only consider the facts as they are presented in court, through evidence and testimony. You need to make sure that all facts supporting your case are properly presented. The judge also needs to follow the laws that apply. Sometimes the law dictates which facts the judge may and may not consider. You need to make sure that you present the facts that the law requires or permits.

Legal Advice

It is always a good idea to consult with an attorney and be represented by an attorney in court.

- The law is complex. Attorneys are trained professionals who understand the law and how it relates to your case.
 - Even matters that initially look simple may raise complicated issues.
 - Your interests will be best protected by a legal professional.
- Attorneys can be expensive, but consider this:**
- What might you lose if your case goes badly? Paying for an attorney may be a good investment.
 - Meet with several attorneys to discuss your case and their fees—don't let one consultation make up your mind.
 - You may qualify for legal aid or help from legal clinics or other programs—be sure to investigate the resources in your community.
- Ohio courts and judges will provide a fair hearing for your case whether or not you are represented by an attorney, and it is your right to represent yourself if you so choose.
- When you bring a case to court without the help of an attorney, you are taking on a complex task that is normally done by highly trained professionals. You may do yourself a disservice.

For help with finding an attorney, you might turn to your local bar association. Your local bar association is:

Asking Court Staff

Court staff may not give legal advice. You may have questions that court staff are not permitted to answer.

- Court staff may not**
 - ✗ provide you with legal research;
 - ✗ tell you what sorts of claims to file or what to put on forms;
 - ✗ tell you what to say in court;
 - ✗ give an opinion about how a judge is likely to decide your case;
 - ✗ give you information that they would not give to the opposing party;
 - ✗ tell you about a judge's decision before it is issued by the judge.
- Court staff may**
 - ✓ answer questions about how the court works;
 - ✓ explain terms used in the court process;
 - ✓ give you information from your case file;
 - ✓ provide you with court forms and sample filings and documents.

Court staff are there to help those who use the court. They can usually tell you *how* to do things, but may not advise you about *what* you ought to do. Please be courteous to staff and respect the limits on what they may do for you.

In addition to the forms in this packet, you may find additional forms and informational pamphlets to help you on the internet at the following website:

www.ohiolegalservices.org

Click on “For the Public”

Locate and click on the legal area that you would like to review – use the “search this site” box if you are not sure which area to review

You can also search this website to learn how to access the local legal services program for your area