#### In The Court of Common Pleas Tuscarawas County, Ohio General Trial Division

# **Domestic Relations Case Designation Form**

Address:	: : Case Number:
Plaintiff/Petitioner	:
VS.	: Judge:
Address:	· : :
Defendant(s)/Petitioner/Respondent	: :
Has this case been previously filed and dismissed? If yes, list case number and judge:	Check one: Yes No

List all open or closed case(s), involving your children, including case number and judge: (for example, a Juvenile Court case regarding custody and/or support)

#### **Please indicate which category:**

A.	<b>Termination of Marriage w/children</b> (Divorce)			G.	Support Enforcement/ Modification
B.	<b>Termination of Marriage w/o childre</b> (Divorce)	n		Н.	Domestic Violence
C.	Dissolution of Marriage w/children			I.	U.I.F.S.A.
D.	Dissolution of Marriage w/o children			J.	Parentage
E. F.	Change of Custody Visitation/Parenting Time Enforcement or Modification				Other Post Decree Property/ Issues)
Mediation: Is	s this case appropriate for mediation?	Check	one:		Yes No
Non-attorney	//pro se litigant:	<u>Attorn</u>	<u>ey:</u>		
Party Name (if no	t represented by an attorney)	Attorney	of Record	1	
Signature		Signature			
Address		Attorney	Registrati	on Number	
Address (continue	rd)	Firm Nan	ne		
Home Telephone		Firm Add	ress		
Cell Phone		Firm Pho	ne Numbe	er	
Email Address		Attorney	Email Ad	dress	
Rev. 8/27/2013					Exhibit C

# Disclosure of Personal Identifier Information For a Domestic Relations or Other Civil Case

Please complete the following information. You do not need to make copies of this page, but you must submit it with the first document you file that includes personal identifiers. This will allow the Court to have needed information without it being released to the general public.

Under Sup.R. 45(D)(1), "[w]hen submitting a case document to a court or filing a case document with a clerk of court, a party to a judicial action or proceeding shall omit personal identifiers from the document. Under Sup.R. 44(H), "personal identifiers" means social security numbers, except for the last four digits; financial account numbers, including but not limited to debit card, charge card, and credit card numbers; employer and employee identification numbers...."

The following information is considered to be the confidential "personal identifiers" in this case, which will be omitted from documents filed in this case.

<b>Personal Identifier Information:</b> SSN:
Financial Account Information:
Employer/Employee ID Number:
Personal Identifier Information: SSN:
Financial Account Information:
Employer/Employee ID Number:

Minor Child Name (if applicable):	Personal Identifier Information:
	SSN:
Minor Child Name (if applicable):	Personal Identifier Information:
	SSN:
Minor Child Name (if applicable):	Personal Identifier Information:
	SSN:
Minor Child Name (if applicable):	Personal Identifier Information:
	SSN:
SETS number, if applicable:	
Attached:	
□ Additional pages for other partie	s' information
□ Other information or documents	exempt from disclosure under state, federal or
common law	
Identifier/Item:	Reference used:
Completed by:	
Signature	
Printed Name	
Phone	

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Revised 8/27/2013

Page 2 of 2 Disclosure of Personal Identifier Information Domestic & Other Civil Cases

#### Court of Common Pleas Tuscarawas County, Ohio General Trial Division

Name:Address:	
DOB:	: Judge
Phone:	
Petitioner,	<ul> <li>Petition for Dissolution of Marriage</li> <li>and Waiver of Service of Summons</li> <li>(with Minor Children)</li> </ul>
and	: (with Minor Children)
Name:	:
Address:	: :
DOB:	
Phone:	:
Petitioner.	:

- 1. At least one of the Petitioners has been a resident of the State of Ohio for at least six months and a resident of this county for at least 90 days immediately prior to filing this Petition.
- 2. Petitioners were married on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, (Month, Year) at \_\_\_\_\_\_(City), in the State of \_\_\_\_\_.
- 3. The minor children born to or adopted by the parties and currently under the age of 19 are as follows:

\_\_\_\_\_ date of birth\_\_\_\_\_ \_\_\_\_\_ date of birth\_\_\_\_\_

 _ date of birth
 _date of birth

- 4. A Separation Agreement and Shared Parenting Plan (if applicable), agreed to and signed by both Petitioners, which provides for a division of all property, payment of all debts, child related issues and spousal support, where applicable, has been attached.
- 5. Both Petitioners acknowledge that they have voluntarily entered into the attached Separation Agreement and Shared Parenting Plan (if applicable), that they are satisfied with its terms, and that they seek a Dissolution of the Marriage and the Court's approval of the agreement.
- 6. The wife is not pregnant.
- 7. The wife does/does not request to be restored to a former name. Former name

**WHEREFORE**, Petitioners request that the Court grant a Dissolution of Marriage, incorporating the attached Separation Agreement and Shared Parenting Plan (if applicable).

Signature of Petitioner/Wife Date

Signature of Petitioner/Husband Date

#### Waiver of Service of Summons

Petitioners state that they are at least 18 years of age, not under disability, waive service of summons, and consent to the Court granting a Decree of Dissolution of Marriage, incorporating the Separation Agreement.

Signature of Petitioner/Wife	Date	Signature of Petitioner/Husband	Date
STATE OF OHIO	)		
COUNTY OF	) )	SS:	
Sworn to and subscribed	l in my pres	sence this day of	
, 20			

Notary Public

#### **Court of Common Pleas** Tuscarawas County, Ohio **General Trial Division**

Addr	e: ess:	:
Phon	e:	: Judge
	Petitioner, and	<ul> <li>Separation Agreement</li> <li>(With Minor Children)</li> </ul>
Name Addre	e: ess:	:
Phon	e:	
	Petitioner.	:
Wife	Separation Agreement is voluntarily a ,, and by 2 eafter called "parties"), who represent	Husband,,
A.	Date of Marriage:	Place of Marriage:
	(County, State & Country)	(City)
B.		e parties, and they intend to live separate and acknowledge that they are incompatible as

C. By this Agreement, the parties settle, determine and provide for a division of all their property and debts, for spousal support, and for child-related issues, where applicable.

> Page 1 of 14 Separation Agreement (with children)

Revised 8/27/2013

In consideration of the above and the mutual promises and agreements set forth below, the parties state as follows:

#### 1. Separation

The parties shall live separate and apart. Each shall be free from harassment by the other. Neither party shall interfere with the activities, personal life, or privacy of the other; nor shall either engage in any course of conduct calculated to restrain, embarrass, injure, or hinder the other in any way.

#### 2. Division of Property

All property, real and personal, wherever situated, which the parties own jointly or individually, or in common with each other, shall be divided as follows:

- 2.1 **Real Estate** (check all that apply)
  - $\Box$  We have no real estate.
  - □ The husband has real estate that he owned prior to this marriage, or received by inheritance, and the wife is waiving her claims to his real estate, now and in the future. The property is located at:
  - □ The wife has real estate that she owned prior to this marriage, or received by inheritance, and the husband is waiving his claims to her real estate, now and in the future. The property is located at:
  - □ The parties jointly own real estate and agree to dispose of it as follows:

Location:

Dispose of as follows:

- □ Each party shall pay and hold the other harmless from any debt owed on real estate that they receive.
- 2.2 **Motor Vehicles** (check all that apply)
  - There are no motor vehicles titled in either party's name.

### Page 2 of 14 3 Separation Agreement (with children)

Revised 8/27/2013

□ Husband shall receive, free and clear of any claims of wife, all right, title, and interest in the following motor vehicles:

		VIN
		VIN
		Wife shall receive, free and clear of any claims of husband, all right,
		title, and interest in the following motor vehicles:
		VIN
		VIN
		Each party shall pay for, and hold the other harmless from, any
	п	debt owed on the motor vehicle(s) that they receive. The Clerk of Courts is ordered to transfer any of the motor vehicles
		listed above if necessary.
		isted above if necessary.
2.3	Hous	ehold Goods and Personal Property (check all that apply)
	п	We agree that our household goods and personal property are
		already divided, and we are satisfied with the division.
		Husband shall receive the following household goods:
	-	These and the following household goods.
		Wife shall receive the following household goods:
	-	
		See the attached list for the division of household goods.
2.4	Bank	Accounts (checking, savings, credit union, certificate of deposit)
		k all that apply)
	,	
		We agree that our accounts are already divided, and we are
		satisfied with the division.
		Husband shall receive the following account(s): (list the type of
		account and the last four digits of each account)

		Wife shall receive the following account(s): (list the type of account and the last four digits of each account)
		We have no accounts.
2.5	Stock	s and/or Bonds (check all that apply)
		We agree that all stocks and/or bonds are already divided, and we are satisfied with the division.
		Husband shall receive the following stocks/bonds:
		Wife shall receive the following stocks/bonds:
		We do not have any stocks/bonds.
2.6		<b>on/Profit Sharing, IRA, 401(k) and/or other Retirement Plans</b> k all that apply)
		We agree that these assets are already divided, and we are satisfied with the division.
		Husband shall receive the following:
		Wife shall receive the following:
		We do not have any of the above.
2.7	Life I	nsurance (check all that apply)
		We agree that the cash value of all life insurance policies has already been divided.
		Husband shall receive the following life insurance policies, free and
Revised 8/27	/2013	Page 4 of 14 Separation Agreement (with children)

clear of any claims of the wife:

- Wife shall receive the following life insurance policies, free and clear of any claims of the husband: The parties have no life insurance policies with a cash value. **Spousal Support** (check all that apply) Neither the wife nor the husband shall pay spousal support to the other. \_shall pay spousal support to \_\_\_\_\_ in the amount of \$\_\_\_\_\_ per month, plus a 2% processing fee, payable through Child Support Payment Central (CSPC), P.O. Box 182372, Columbus, OH 43218-2372, effective \_\_\_\_\_, 20 \_\_\_\_\_, which shall terminate upon the happening of the earliest of the following events: After a period of \_\_\_\_\_\_ months; 1. Death of the spouse receiving or paying the spousal support; 2. 3. The spouse receiving the spousal support is living with another person in a marriage-type relationship. Check the one that applies: The parties agree that the Court **shall** have continuing jurisdiction
  - to modify spousal support. The parties agree that the Court **shall not** have continuing jurisdiction to modify spousal support.
- 4. **Debts** (check all that apply)
  - Each party shall pay all debts incurred by him or her individually from this day forward, including any debts or expenses incurred after the separation and prior to the granting of divorce or dissolution, and indemnify the other party for these debts.
  - We have no debts.
  - The debts will be divided between us as listed: (use additional pages if needed)

#### Page 5 of 14

Separation Agreement (with children)

Revised 8/27/2013

3.

Creditor Purpose of Lo	n Approx. Balance	Who will pay Husband/Wife (indicate)
1		
2		
3		
4 5.		

#### 5. Non-Use of Other's Credit

Neither party shall incur any debt or obligation upon the credit of the other. If a party does so, he or she shall repay, indemnify, and hold the other harmless as to any such debt or obligation.

#### 6. Allocation of Parental Rights and Responsibilities

#### 6.1 **Custody**

- □ Wife shall have custody of the following child(ren):
- Husband shall have custody of the following child(ren):

\_\_\_\_\_

□ The parties have agreed to shared parenting as set out in the attached Shared Parenting Plan.

#### 6.2 **Visitation** (check one)

 The parties agree to the visitation/companionship schedules and rules set out in the Court's Standard Parenting Orders and Incidental Rules, attached and incorporated herein, except as follows:

- □ The parties agree to visitation/companionship as set out in their Shared Parenting Plan attached hereto.
- □ Other:\_\_\_\_\_\_

#### 7. Child Support

Check **either** 1, 2, 3 or 4 below and complete:

- 2. D Neither Party shall pay any support, which is a deviation from the attached Child Support Worksheet. The reason for the deviation is due to one or more of the following factors: (check all that apply)
  - amount of time spent with children;
  - unusual medical expenses for the children;
  - □ cost of transportation;
  - unusual expenses for the children.
  - □ other: \_\_\_\_\_

This deviation is in the best interest of the child(ren).

- 3. □ Wife/Husband shall pay to Husband/Wife as and for the support of the Parties' child(ren) the sum of \$\_\_\_\_\_\_ which is a deviation from the attached Child Support Worksheet. The reason for the deviation is due to one or more of the following factors: (check all that apply)
  - amount of time spent with children;
  - unusual medical expenses for the children;
  - □ cost of transportation;
  - unusual expenses for the children.
  - □ other: \_\_\_\_\_

This deviation is in the best interest of the child(ren).

#### Page 7 of 14

Revised 8/27/2013 Separation Agreement (with children)

- 4. The parties' children are already covered by a child support order, and the following apply: (please check all that apply)
  - □ There is a current Child Support Order issued by the Child Support Enforcement Agency, Case No. \_\_\_\_\_.
  - □ There is a current Child Support Order issued by the County Juvenile Court, Case No. \_\_\_\_\_.
  - □ The Parties wish that the current Child Support Order be adopted by reference in the Separation Agreement.

The support shall be set out as an amount per month, plus a processing fee of 2% or \$1.00 per month, whichever is greater, and shall be payable through Child Support Payment Central (CSPC), P.O. Box 182372, Columbus, OH 43218-2372.

The child support obligation shall be effective (date) \_\_\_\_\_\_. Any support not paid through CSPC shall be considered a gift and not credited against the support obligation.

Support payments shall continue until a child dies, marries, becomes selfsupporting, or reaches the age of 18, whichever event occurs first, provided that such support shall continue beyond the child's 18th birthday so long as the child continuously attends any recognized and accredited high school on a full-time basis, but not beyond the age of 19, unless further ordered by the Court or CSEA.

All support ordered shall be withheld or deducted from the income or assets of the party paying support, pursuant to a withholding order issued according to law.

# 8. Health and Medical Expenses - Medicaid benefits are not considered health insurance for the purposes of this section.

- 8.1 Each party shall have access to all medical records of the child(ren) as provided by law.
- 8.2 Check **either** 1, 2, or 3 below and complete:

If either parent or both parents currently have health insurance coverage (NOT MEDICAID) for the minor child(ren), check either box 1 or box 2 and fill in the information requested.

Page 8 of 14 Revised 8/27/2013 Separation Agreement (with children)

1.	The shall provide health	
	insurance for the minor child(ren) of the parties. The	
	insurance carrier is,	
	whose address is	
	Proof of insurance, insurance forms and an insurance card shall be submitted to the other party. A copy of medical bills must be submitted to the party holding the insurance within 30 days of receipt of same.	
2.	<b>Both parties</b> shall provide and maintain health insurance for the benefit of the minor child(ren).	
	Primary Insurance (check one)	
	□ Mother	
	□ Father	
	Secondary Insurance (check one)	
	□ Mother	
	□ Father	
	Mother's insurance carrier is,	
	whose address is	
	Father's insurance carrier is,	
	whose address is	

Proof of insurance, insurance forms and an insurance card shall be submitted to the other party. A copy of medical bills must be submitted to the party holding the insurance within thirty (30) days of receipt of same.

If neither parent has health insurance coverage available for the minor child(ren) or the child(ren) only receive Medicaid benefits, check box 3.

3. □ Neither party has health insurance coverage available to them at a reasonable cost through a group health insurance plan offered by an employer or through any other health insurance care policy, contract, or plan for the benefit of the minor child(ren). If health insurance coverage becomes available to either party, he or she shall obtain the insurance and notify the other party and submit proof of insurance, insurance forms and an insurance card. A copy of medical bills must be submitted to the party holding the insurance within 30 days of receipt of same.

# 8.3 Generally, the percentage of extraordinary medical expenses is divided according to the percentage given on Lines 16a and 16b of the Ohio Child Support Guidelines Calculation; however, the parents can agree to a different percentage.

Any "*ordinary*" medical, dental, optical, prescription, psychological and related health care expenses for the child(ren), defined as the amount of \$100.00 per year, per child not covered by insurance, shall be paid by the custodial parent. This does not include orthodontia. The cost of any uninsured medical, dental, optical, prescription, psychological and related health care expenses, including co-payments and deductibles under any health insurance plan for the child, in excess of \$100.00 per year, per child shall be considered "*extraordinary*" medical and related health care expenses and shall be divided between the parties as follows:

\_\_\_% by Husband \_\_\_\_% by Wife

#### 9. **Tax Exemptions**

- 9.1 Check **either** 1 or 2 below and complete:
  - 1. □ Wife shall be entitled to claim the following child(ren) as her dependents for income tax purposes:\_\_\_\_\_

Page 10 of 14 Separation Agreement (with children)

Revised 8/27/2013

as his dependents for income tax purposes:\_\_\_\_\_

For the non-custodian to be able to claim the child(ren) set out above, he/she must have paid substantially all his/her support obligation for that year. Granting of the tax exemption does not determine eligibility for the Earned Income Tax Credit.

#### 10. Name Change

Wife **does/does not** request that she be restored to her former name of (circle one)

#### 11. Complete Disclosure

Each party has made a full and complete disclosure of their assets and property, and neither has knowledge of any other property of any kind in which the parties have any interest. In the event it is discovered that either party has failed to disclose, whether knowingly or inadvertently, an asset with a value greater than \$1,000.00, the other party may be entitled to one-half of its value upon written request to the Court.

#### 12. Incorporation into Decree/Effectiveness of Agreement

If the parties jointly institute proceedings for a Dissolution, in this state or elsewhere, this agreement shall be presented to the Court in such proceeding with the request that it be adjudicated to be fair, just and proper, and that this agreement and all its terms and provisions be incorporated into the decree of the Court. If, at the time of the hearing on such Dissolution, either spouse is not satisfied with this Separation Agreement or does not wish a Dissolution of the Marriage, and if neither spouse files a motion pursuant to Ohio law to convert the Dissolution action to an action for Divorce, the Court shall dismiss the Dissolution Petition and refuse to approve this proposed Separation Agreement. In that event, the terms and provisions contained in this Separation Agreement shall be null and void and have no further legal effect.

#### 13. Complete Agreement

This written agreement is the complete agreement of the parties. There are no other representations, agreements, statements, or prior written matters that shall have any effect. Each party fully understands the agreement and is signing this agreement freely and voluntarily.

No modification or waiver of any of the terms of this agreement shall be valid unless in writing and signed by both of the parties. No waiver of any breach or default of this agreement shall be deemed a waiver of any later breach or default of the same or similar nature.

### 14. Performance of Necessary Acts

Upon execution and approval by the Court of this agreement, 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 all periodic payments required under the terms of this agreement shall commence.

Within 15 days after journalization of a Decree of Dissolution of Marriage of the parties or of a Decree of Divorce between the parties, incorporating this agreement or any amendment or modification thereto, each party shall execute and deliver all deeds, conveyances, titles, certificates and other documents or instruments necessary and proper to effectuate all the terms of this agreement.

Upon the failure of either party to execute and deliver any such deed, conveyance, title, certificate or other document or instrument to the other party, this agreement shall constitute and operate as such properly executed document. The County Auditor, County Recorder, Clerk of Courts, and/or any and all other public and private officials are authorized and directed to accept this agreement or a properly certified copy of it instead of the document regularly required for such conveyance or transfer.

#### 15. **Other**

We agree to the following additional matters:

#### 16. Severability

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

#### 17. Applicable Law

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

#### 18. Mutual Release

Except as otherwise provided, the parties release and forever discharge each other from any and all actions, suits, debts, claims, demands, and obligations whatsoever, both in law and in equity, which either of them ever had, now has, or may have or assert against the other, for any reason, up 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 that would otherwise be available as a surviving spouse, except payments or rights included expressly in this agreement.

Petitioner/Wife's Signature

<u>Acknowledgment</u>

State of Ohio County of \_\_\_\_\_

		this	day of
20	(Wife)		,
		Notar	y Public, State of Ohio
		My C	ommission Expires
		****	
		Petitic	oner/Husband's Signatur
<u>Acknowledgment</u>			
State of Ohio			
County of			
This Separation	0	0	knowledged before me b day of
20 .	(Husband)	t115	day of

Notary Public, State of Ohio My Commission Expires

# Court of Common Pleas Tuscarawas County, Ohio General Trial Division

Name: Address:	:
Phone:	
Petitioner,	: Shared Parenting Agreement
and	
Name:	
Address:	
Phone:	
Petitioner.	

Pursuant to R.C. 3109.04(D), the Parties hereby request that the Court grant them Shared Parenting and control of their minor child(ren), in accordance with the terms set forth in the following Shared Parenting Agreement.

#### JOINT CARE AND CONTROL

A. The Parties are the parents of the following child(ren) born to or adopted by them, and currently under the age of 19. The Parties have no other issue between them.

, date of birth _	
, date of birth _	
, date of birth	
, date of birth	
, date of birth	
Page 1 of 9	

Revised 8/27/2013

Shared Parenting Agreement

- B. The Parties have given considerable thought to the question of allocating parental rights and responsibilities and the manner in which the child(ren)'s best interests may be served. The Parties desire the Court to approve this Shared Parenting Agreement filed with their Petition for Dissolution of Marriage.
- C. In the exercise of their obligations and duties, the Parties will discuss and cooperate on matters pertaining to the child(ren)'s health, education, and general welfare, acknowledging that the general well-being of the child(ren) is of paramount importance. The Parties, therefore, will abide by the spirit of the Shared Parenting Agreement, as well as its written provisions, in so far as the welfare of the child(ren) is concerned. At all times during the term of this plan, each Party shall make a dedicated and sincere effort to foster love and respect between the child(ren) and the other Party, with a view to the Parties cooperating to adopt and follow a harmonious policy toward the upbringing and welfare of the child(ren), which shall include:
  - 1. Allowing the child(ren) to spend as much time as is practical with each Party; and
  - 2. Sharing the reasonable expenses in connection with the care and support of the child(ren); and
  - 3. Consulting and mutually agreeing with each other as to the best interest of said child(ren) in matters concerning the education, religious upbringing, and social activities, medical care and attention; and
  - 4. Allowing each Party to enjoy his or her parental rights and relationships with the child(ren), free from the interference and harassment of the other Party, or family members of the other Party.
- D. The parties agree that the following is in the best interest of the child(ren):
  - 1. For the time sharing allocated within this agreement, the Parties agree that Wife shall be designated the primary residential parent and legal custodian of the following minor child(ren):

 _, date of birth
 _, date of birth
 , date of birth

2. For the time sharing allocated within this agreement, the Parties agree that Husband shall be designated the primary residential parent and legal custodian of the following minor child(ren):

 , date of birth	
, date of birth	
, date of birth	

- 3. The other Party shall have companionship in the following manner:
  - According to this Court's Standard Parenting Orders and Incidental Rules incorporated herein.
  - Other time as specifically set forth here: \_\_\_\_\_\_

- E. Neither Party shall be permitted to remove the child(ren) from the State of Ohio for permanent residence purposes without the written permission of the other Party and written notice to the Court.
- F. Each Party will notify the other Party of events at school, church, and group activities, and of other matters that normally would be of interest to a caring parent. Notification shall be provided within a reasonable time prior to the appearance of the event, so long as the notifying parent has also received notice within a reasonable time. In the event that notice is received by a Party shortly before the event, that Party will make every reasonable effort to immediately notify the other Party to allow the opportunity to participate and share in the event. Each Party shall have full access to the school records of the child(ren) as provided by law.
- G. Each Party shall promptly notify the other of any injuries or situations that may include any emergency or extraordinary medical, dental, optical or pharmaceutical attention for the minor child(ren).

H. Each Party shall have access to all medical records of the child(ren) as provided by law.

Check **either** 1, 2 or 3 below and complete:

1. **The** \_\_\_\_\_\_ shall provide health insurance for the minor child(ren) of the Parties. The insurance carrier is \_\_\_\_\_\_, whose address is

Proof of insurance, insurance forms and an insurance card shall be submitted to the other Party. A copy of medical bills must be submitted to the Party holding the insurance within 30 days of receipt of same.

2. D Both Parties shall provide and maintain health insurance for the benefit of the minor child(ren).

Prima	ry Insurance (check one)
	Mother
	Father
Secon	dary Insurance (check one)
	Mother
	Father
	er's insurance carrier is, e address is
	e address is

Proof of insurance, insurance forms and an insurance card shall be submitted to the other Party. A copy of medical bills must be submitted to the Party holding the insurance within thirty (30) days of receipt of same.

If neither parent has health insurance coverage available for the minor child(ren) or the child(ren) only receive Medicaid benefits, check box 3.

3. □ Neither Party has health insurance coverage available to them at a reasonable cost through a group health insurance plan offered by an employer or through any other health insurance care policy, contract, or plan for the benefit of the minor child(ren). If health insurance coverage becomes available to either Party, he/she shall obtain the insurance, notify the other Party and submit proof of insurance, insurance forms and an insurance card. A copy of medical bills must be submitted to the Party holding the insurance within 30 days of receipt of same.

Any "*ordinary*" medical, dental, optical, prescription, psychological and related health care expenses for the child(ren), defined as the amount of \$100.00 per year, per child not covered by insurance, shall be paid by the custodial parent. The cost of any uninsured medical, dental, optical, prescription, psychological and related health care expenses, including co-payments and deductibles under any health insurance plan for the child, in excess of \$100.00 per year, per child shall be considered "*extraordinary*" medical and related health care expenses and shall be divided between the Parties as follows:

\_\_\_\_\_% by Husband \_\_\_\_\_\_% by Wife

### I. Child Support

Check **either** 1, 2, 3 or 4 below and complete:

- 1. D Wife/Husband shall pay to Husband/Wife for the support of the Parties' child(ren), the sum of \$\_\_\_\_\_\_ based upon the attached Child Support Worksheet,
  - Or
- 2. D Neither Party shall pay any support, which is a deviation from the attached Child Support Worksheet. The reason for the deviation is due to one or more of the following factors: (check all that apply)
  - amount of time spent with children;
  - unusual medical expenses for the children;
  - □ cost of transportation;
  - unusual expenses for the children.
  - □ Other: \_

This deviation is in the best interest of the child(ren).

- Or
- 3. □ Wife/Husband shall pay to Husband/Wife for the support of the Parties' child(ren) the sum of \$\_\_\_\_\_\_, which is a deviation from the attached Child Support Worksheet. The reason for the deviation is due to one or more of the following factors: (check all that apply)
  - amount of time spent with children;
  - unusual medical expenses for the children;
  - □ cost of transportation;
  - unusual expenses for the children.
  - □ Other: \_

This deviation is in the best interest of the child(ren).

Or

- 4. The parties' children are already covered by a child support order, and the following apply: (please check all that apply)

  There is a current Child Support Order issued by the Child Support Enforcement Agency, Case No. \_\_\_\_\_\_\_.
  There is a current Child Support Order issued by County Juvenile Court, Case No. \_\_\_\_\_\_.

  The Parties wich that the gurrent Child Support Order he adopted by
  - □ The Parties wish that the current Child Support Order be adopted by reference in the Separation Agreement.

The support shall be set out as an amount per month, plus a processing fee of 2% or \$1.00 per month, whichever is greater, and shall be payable through Child Support Payment Central (CSPC), P.O. Box 182372, Columbus, OH 43218-2372.

The child support obligation shall be effective (date) \_\_\_\_\_\_. Any support not paid through CSPC shall be considered a gift and not credited against the support obligation.

Support payments shall continue until a child dies, marries, becomes selfsupporting, or reaches the age of 18, whichever event occurs first, provided that such support shall continue beyond the child's 18th birthday so long as the child continuously attends any recognized and accredited high school on a full-time basis, but not beyond the age of 19, unless further ordered by the Court or CSEA. All support ordered shall be withheld or deducted from the income or assets of the Party paying support, pursuant to a withholding order issued according to law.

J. In the event that both Parties choose to enroll the child(ren) in non-public schooling, they shall split the cost of all school, tuition and related expenses in connection with non-public schooling by the same percentages as set forth in the child support guideline calculation, or as follows:

\_\_\_\_\_% by Husband \_\_\_\_\_% by Wife In the event that the Parties do not agree to enroll the child(ren) in non-public schooling, and the primary residential parent chooses to enroll the child(ren) in non-public schooling, then the Party making this decision shall be responsible for all school, tuition and related expenses in connection with non-public schooling.

- K. Check **either** 1 or 2 below and complete:
  - 1. U Wife shall be entitled to claim the following child(ren) as her dependents for income tax purposes: \_\_\_\_\_\_

For the Husband or Wife to be able to claim the child(ren) set out above, he/she must have paid substantially all of his/her support obligation for that year. Substantially is defined as arrears of less than one month's child support obligation incurred during that calendar year. Granting of the tax exemption does not determine eligibility for the Earned Income Tax Credit.

- L. Transportation to accomplish the rights of companionship, as set forth in Paragraph D, shall be divided between the Parties as follows: (check only 1 of the 4 options)
  - 1. Each Party shall drive half-way during each companionship period,

Page 7 of 9 Revised 8/27/2013 Shared Parenting Agreement

with the Parties meeting at the following mutually convenient
location to exchange the minor child(ren):

2.	The Party exercising the rights of companionship shall provide all transportation for the companionship.
3.	The transportation shall be divided equally between the Parties. The non-primary residential Party shall provide transportation at the beginning of each companionship period, and the primary residential Party shall provide transportation at the end of each companionship period.

4.		Other:				
Date	d at		, Ohi	o, this	day of	20
Witness				Wife's S	Signature	
Witness						
<u>Acknowled</u> State of Ohi	0					
2						
This Shared					nowledged before	
	(Wife)		_ uus	uay 01		, 20
				5	Public, State of C mmission Expires	

Witness	Hu	sband's Signatur	e
Witness			
<u>Acknowledgment</u>			
State of Ohio			
County of			
This Separation Agreen	nent was signed and	acknowledged b	efore me by
	, this	day of	, 20
(Husband)		-	

Notary Public, State of Ohio My Commission Expires \_\_\_\_\_

# In the Court of Common Pleas Tuscarawas County, Ohio General Trial Division

Name:	:					
	5:					
	: Juc	lge				
Phone:	:					
Pe	etitioner, : Ca	se No				
	-and- :					
Name:		1sband's				
	5: : Fir					
	: Ch					
	:	11				
	:					
Pe	Petitioner.					
I.	, state under oath that	the following information is complete and				
	to the best of my information, knowledge and bel					
	,					
1.	I am employed at					
	(include name ar	nd address)				
2.	My annual gross income is					
3.	I earn \$ per hour/per	week/per month and have pay				
		cle one) (number)				
4.	$\Box$ I earn overtime, bonuses, and/or commiss	ions, and they have been as follows:				
	\$3 years ago					
	\$2 years ago					
	\$last year					
	<pre>\$ average of above</pre>					
5.	□ I am self-employed and below is my income/expense information:					
		a. \$ gross receipts from business				
	b. \$ ordinary and necessary					
	c. \$5.6% of adjusted gross i					
	between the actual rate	paid by me and the F.I.C.A. rate				
	$\mathbf{P}_{\text{age}} = 1 \text{ of } 2$					

Page 1 of 2 Husband's Financial Affidavit

- d. \$\_\_\_\_\_\_ adjusted gross income (subtract the sum of b. and c. from a.)
- 6. \$\_\_\_\_\_\_ is my annual income from interest and dividends.
- 7. I receive unemployment compensation of \$\_\_\_\_\_ per week/per month. I (circle one)
  received unemployment compensation earlier this calendar year in the amount of \$\_\_\_\_\_.
- 8. I receive workers' compensation, disability insurance benefits, or social security disability/retirement benefits of \$\_\_\_\_\_ **per week/per month**.
- I am the biological or adoptive parent of \_\_\_\_\_ (number) of other minor child(ren) who live in my home and are not the children of my current husband. I receive \$\_\_\_\_\_ per month in court-ordered child support for these other minor child(ren).

(circle one)

- 10. I pay court-ordered spousal support in the amount of \$\_\_\_\_\_ per year to my former spouse.
- 11. I pay \_\_\_\_\_\_ in local income taxes in the amount of \$\_\_\_\_\_ **per year.** This is at a rate of \_\_\_\_\_% and it is paid to \_\_\_\_\_\_ (name of city/tax district).
- 12. I have mandatory work-related deductions such as union dues, uniform fees, etc. (not including taxes, social security or retirement) that total **\$\_\_\_\_\_ per year.**
- 13. I pay work-related, education-related, employment-training-related and/or day care expenses for the minor child(ren) of this marriage in the amount of \$\_\_\_\_\_ per year.
- 14. I pay out-of-pocket costs necessary to provide health insurance for my child(ren) from this marriage in the amount of \$\_\_\_\_\_ per year.

a. The cost to cover myself only is \$\_\_\_\_\_ **per week/per pay.** (circle one)

b. The family plan is **§\_\_\_\_\_ per week/per pay**.

(circle one)

Signature of Petitioner Husband

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

Notary Public Page 2 of 2 Husband's Financial Affidavit

# In the Court of Common Pleas Tuscarawas County, Ohio General Trial Division

		– : Judge			
Phone: Petitioner,		— : : Case No :			
	-and-	:			
Name:		: Wife's			
		—			
		– <sup>:</sup> Child Support Worksheet			
Phone:		- :			
1. 2.	(inclu) My annual gross income is	ıde name and address)			
3.	l earn \$ per periods per year.	hour/per week/per month and have			
4.	<ul> <li>I earn overtime, bonuses, and/or</li> <li>\$3 years ago</li> <li>\$2 years ago</li> <li>\$last year</li> <li>\$average of above</li> </ul>	r commissions, and they have been as follows	3:		
5.	$\Box$ I am self-employed and below is my income/expense information:				
	a. \$ gross receipts from business				
	b. \$ ordinary and t				
		ted gross income or actual marginal differenc actual rate paid by me and the F.I.C.A. rate	e		

#### Page 1 of 2 Wife's Financial Affidavit

- d. \$\_\_\_\_\_\_ adjusted gross income (subtract the sum of b. and c. from a.)
- 6. \$\_\_\_\_\_\_ is my annual income from interest and dividends.
- 7. I receive unemployment compensation of \$\_\_\_\_\_ per week/per month. I (circle one)
  received unemployment compensation earlier this calendar year in the amount of \$\_\_\_\_\_.
- 8. I receive workers' compensation, disability insurance benefits, or social security disability/retirement benefits of \$\_\_\_\_\_ **per week/per month**.
- I am the biological or adoptive parent of \_\_\_\_\_ (number) of other minor child(ren) who live in my home and are not the children of my current husband. I receive \$\_\_\_\_\_ per month in court-ordered child support for these other minor child(ren).

(circle one)

- 10. I pay court-ordered spousal support in the amount of \$\_\_\_\_\_ per year to my former spouse.
- 11. I pay \_\_\_\_\_\_ in local income taxes in the amount of \$\_\_\_\_\_ **per year.** This is at a rate of \_\_\_\_\_% and it is paid to \_\_\_\_\_\_ (name of city/tax district).
- 12. I have mandatory work-related deductions such as union dues, uniform fees, etc. (not including taxes, social security or retirement) that total **\$\_\_\_\_\_ per year.**
- 13. I pay work-related, education-related, employment-training-related and/or day care expenses for the minor child(ren) of this marriage in the amount of \$\_\_\_\_\_ per year.
- 14. I pay out-of-pocket costs necessary to provide health insurance for my child(ren) from this marriage in the amount of \$\_\_\_\_\_ per year.

a. The cost to cover myself only is \$\_\_\_\_\_ **per week/per pay.** (circle one)

b. The family plan is \$\_\_\_\_\_ **per week/per pay**.

(circle one)

Signature of Petitioner Wife

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

Notary Public Page 2 of 2 Wife's Financial Affidavit

#### IN THE COURT OF COMMON PLEAS COUNTY, OHIO

#### DECLARATION UNDER UNIFORM CHILD CUSTODY ......Case No.

#### JURISDICTION AND ENFORCEMENT ACT (UCCJEA) Division: Domestic Relations/Juvenile

I, (full legal name)\_\_\_\_\_\_, being sworn according to law, certify that these proceedings involve the custody of a child, or children and the following statements are true:

1. [ ] I am requesting the court to not disclose my address or that of the child(ren). My address is confidential pursuant to ORC 3127.23(D) and should be placed under seal in that the health, safety, or liberty of myself and/or the child(ren) would be jeopardized by the disclosure of the identifying information.

# 2. (Number): \_\_\_\_\_\_ Minor Child(ren) are subject to this proceeding as follows: (Insert the information requested below. The residence information must be given for the last FIVE years.)

a. Child's name			Place of birth	
Date of birth			Sex	
Period of residence To <b>Present</b>	Address □ Confidential	Person child lived with (name & address)		Relationship
to				

a. Child's name		Place of birth		
Date of birth			Sex	
Period of residence To <b>Present</b>	Address 🗆 Confidential	Person child lived with (name & address) Rel		Relationship
to				
to				
to				

to				
a. Child's name			Place of birth	
Date of birth			Sex	
Period of residence To <b>Present</b>	Address 🛛 Confidential	Pers	on child lived with (name & address)	Relationship
to				

Additional children are listed on Attachment 2e. (Provide requested information for additional children on an attachment.)

#### 3. Participation in custody proceeding(s): (only one)

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

I HAVE participated as a party, witness, or in any capacity in any other litigation, in this or any other state, concerning the custody of or visitation (parenting time) with any child subject to this proceeding. Explain:

a. N	me of each child	
b. T	be of proceeding	
	urt and state	
	te of court order or judgment (if any):	

#### 4. Information about custody proceeding(s): (only one)

I HAVE NO INFORMATION of any proceedings that could affect the current proceeding, including any proceedings relating to custody, domestic violence or protection orders, dependency, neglect or abuse allegations or adoptions concerning any child subject to this proceeding.

I HAVE THE FOLLOWING INFORMATION concerning proceedings that could affect the current proceeding, including any proceedings relating to custody, domestic violence or protection orders, dependency, neglect or abuse allegations or adoptions concerning any child subject to this proceeding, other than set out in item 3. Explain:

a. Name of each child
b. Type of proceeding
c. Court and state
I. Date of court order or judgment (if any):

5. Persons not a party to this proceeding: (only one) \_\_\_\_\_ I DO NOT KNOW OF ANY PERSON not a party to this proceeding who has physical custody or claims to have custody or visitation rights with respect to any child subject to this proceeding.

I KNOW THAT THE FOLLOWING NAMED PERSON(S) not a party to this proceeding has/have physical custody or claim(s) to have custody or visitation rights with respect to any child subject to this proceeding: (See next nade)

a. Name and address of person
<ul> <li>b. Name and address of person</li> <li>( ) has physical custody ( ) claims custody rights ( ) claims visitation rights</li> <li>Name of each child</li> </ul>
<ul> <li>c. Name and address of person</li> <li>( ) has physical custody</li> <li>( ) claims custody rights</li> <li>( ) claims visitation rights</li> <li>Name of each child</li> </ul>
6. Knowledge of prior child support proceedings: (only one)
The child(ren) described in this affidavit are <b>NOT</b> subject to existing child support order(s) in this or any state or territory.
The child(ren) described in this affidavit <b>ARE</b> subject to the following existing child support order(s): a. Name of each child b. Type of proceeding c. Court and address d. Date of court order or judgment (if any): e. Amount of child support paid and by whom:
7. I acknowledge that I have a continuing duty to advise this Court of any custody, visitation, child support, or guardianship proceeding (including dissolution of marriage, child neglect, or dependency) concerning the child(ren) in this state or any other state about which information is obtained during this proceeding.
I certify that a copy of this document was (only one) ( ) mailed ( ) faxed and mailed ( ) hand delivered to the person(s) listed below on ( <i>date</i> )
Other party or his/her attorney: Name:Address:
City, State, Zip:Fax Number:
I understand that I am swearing or affirming under oath to the truthfulness of the statements made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated:	·····
Signature of Party	
Printed name:Addre	SS:
City, State, Zip:Pho	ne:Fax:

STATE OF OHIO

day of	
Notary Public	
My commission expires	
•	Notary Public

# **PRIVATE HEALTH INSURANCE QUESTIONNAIRE**

				C	CASE NO.:	
				S	BETS NO.:	
PRINT N	IAME	( Mothe	r 🗌 Father)		( )	
Street					() Home Telephone Nu	mber
City		State	Zip Code		Cell Phone Number	
	C	heck <u>ALL</u>	applicable b	oxes and fill	l-in <u>ALL</u> blanks.	
	child(ren) is ny Start/Med			ome governme	ent-assisted health car	e coverage
I have th to me.	he following <b>p</b>	rivate health	<b>insurance</b> poli	icies, contracts c	or plans to cover the child(r	en) available
Name of p	policy, contract or		Name of Insurance	<u>Company</u>	Entity/group through which pol plan is available	icy, contract or
		<u> </u>				
		·				
	plan that w ☐ I declined another gr ☐ I am not y group polic	vill cover the I enrollment oup policy, c vet eligible to cy, contract c	child(ren). of the child(ren) ontract or plan, t o enroll in private	) in health insura but <b>I am enrolle</b> e health insurand become eligible	r or another group policy, connect available through my e and in a policy, contract or plate the through employment or a on (month/day/year)/	employer or <b>an for myself</b> another
					):	
					· _ · _ · _ · _ · _ ·	
 _   DO	HAVE the ch	ild(ren) enrol		ealth insurance	· _ · _ · _ · _ · _ ·	
	HAVE the ch □ an individ	ild(ren) enrol	led in <b>private he</b> <b>oup)</b> policy, cont	ealth insurance	· _ · _ · _ · _ · _ ·	
	HAVE the ch	ild(ren) enrol lual (non-gro olicy, contrac	led in <b>private he</b> <b>oup)</b> policy, cont	ealth insurance	· _ · _ · _ · _ · _ ·	
	HAVE the ch	ild(ren) enrol lual (non-gro olicy, contrac en) was/were	led in <b>private he</b> <b>oup)</b> policy, cont ct or plan. e <b>enrolled in pri</b>	ealth insurance	• through: • through: urance: (month/day/year) _	
Name of Policyhol	HAVE the ch an individ a group p Date child(re Provided thro policyholder:	ild(ren) enrol lual (non-gro olicy, contrac en) was/were	led in <b>private he</b> <b>oup)</b> policy, cont ct or plan. e <b>enrolled in pri</b>	ealth insurance tract or plan. vate health ins Current Spous	• through: • through: urance: (month/day/year) _	

My child(ren) has/have primary care services (health care/laboratory services customarily Accessibility of primary care service provided by a general practitioner, internal medicine, family medicine physician, or pediatrician) accessible with this private health insurance: ш within **30 miles** of the child(ren)'s home. Section because the child(ren) **live(s)** in a geographic area where the residents customarily travel farther than 30 miles for their child(ren)'s primary care services. because primary care services are **only accessible by public transportation**. (Primary care services are accessible by public transportation and the person responsible for taking the child(ren) for primary care service is dependent upon public transportation). The cost for private health insurance benefits that cover me and/or my child(ren) or will cover us when I am eligible is: (Do not include the amount that an employer or other person/entity pays for health insurance.) Single coverage \$ per month Single coverage plus one \$ per month Single coverage plus two \$ per month Family coverage (unlimited dependents) \$ per month Reasonableness of cost / best interest of children considerations Other (explain): per month \$ I want to enroll/continue to have the child(ren) enrolled in the private health insurance plan in which I am currently enrolled/will become eligible to enroll in even if the cost exceeds 5% of my TOTAL ANNUAL GROSS INCOME (Health Insurance Maximum). Number of Dependents currently enrolled or who will be enrolled when I become eligible: Name of Dependent Relationship to You Section F In addition to my premium for private health insurance I must pay the following: Office Visits: Annual Deductible: Prescriptions: Urgent Care: \$ Other: \$ \$ Emergency Rm.: Type of Coverage: PPO HMO Traditional (unrestricted providers) Other: My private health insurance covers the following services: Doctor's Office Visits Hospital Room & Board Home Health Care Emergency Care Mental Health In-patient Mental Health Out-patient Medical Supplies Substance Abuse Care Durable Medical Equipment Prescription Drugs Diagnostic Testing Laboratory □ Surgery 2<sup>nd</sup> Surgical Opinion Skilled Nursing Home Other: Attach a copy of all participant cards, prescription cards, and summary plan descriptions. \_ . \_\_ . \_\_ . \_\_ . \_\_ . \_ (print name), certify that the information I have provided Section G on this PRIVATE HEALTH INSURANCE QUESTIONNAIRE is true and accurate to the best of my Certification knowledge. Signature ( Mother Father)

Date Questionnaire completed (month/day/year)

TUSCARAWAS COUNTY CSEA 154 2<sup>ND</sup> STREET NE PHONE: 330-343-0099 FAX: 330-364-4854

DATE: NOVEMBER 13, 2013 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	of one dollar for applican	ts not rece	eiving OW	F or IV-E foster care benefits.	Some counties waive this fe	ee for the applicants.
you instead of ODJFS, or the including amounts that mus	pport that you are not en e payment was sent to y t be returned because th	ou in error ne IRS or C	r by ODJF ODT accep	se you have assigned your righ S. You may be personally liab ots an amended tax return or co ne amount of support arrears.	le for returning any amount	s paid in error,
The child support agency ha	as provided sufficient info	ormation re	egarding t	the services available and my re	esponsibilities.	
I declare that I have examir	ned this application and,	to the best	st of my kr	nowledge and belief, it is a true	e and correct statement of e	very material point.
I understand that the CSEA, parent, the child(ren), or oth			l agencies	, represent only the county and	l the State of Ohio, and do i	not represent me, either
I understand that within 20 whether my application for				d application and questionnaire ccepted.	, the CSEA will send a writte	en notice informing me
Signature of Applicant:				Date:		
Signature of Parent/Gua if Applicant is a Minor : 	ardian			Print Name:		Date:
Ohio Child	Support Website	and Cu	stomer	Service Portal availal	ble at www.jfs.ohio	.gov/ocs
PARTIAL INFORMATIO	ON. PLEASE SUPPLY	Y COPIE	INS ARLY, P S OF AL	ance benefits. TRUCTIONS ROVIDING THE MOST IN L PERTINENT INFORMA	TION LISTED IN THE	CHECKLIST ON THE
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PARTIAL INFORMATIC LAST NAME LAST NAME MAIDEN OR OTHER CURRENT MARITAL STATUS GENDER RESIDENTIAL ADDRESS-STREET MAILING ADDRESS-STREET HOME PHONE CELL PHONE	N. PLEASE SUPPLY	Y COPIE PLICATION FIRST NAM SSN	INS ARLY, P S OF AL ON. SIG PLICAN ME DO YOU LANGUA CITY	TRUCTIONS ROVIDING THE MOST IN L PERTINENT INFORMA SNATURES ARE REQUIRE IT INFORMATION	TION LISTED IN THE CONTRACTOR OF CONTRACTOR OF CONTRACTOR CONTRACT	ZIP
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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		E WAS THE CHILD IVED (STATE)?	WHEN WAS CHI	WAS CHILD CONCEIVED (MO/YR)?		
APPLICANT'S RELATIONSHIP TO CHILD 1:	NOTHER FATHER	OTHER (Please speci	fy)	GENDEF	R: MALE FEMALE		
IS THERE A FATHER'S NAME ON THE BIRTH IF YES, WHAT IS THE FATHER'S NAME (LAST, FIRST)?							
WAS AN ACKNOWLEDGEMENT OF PATERNITY / YES , NO IF YES , WHERE AND WH			NAME OF FATHER TH	IAT SIGNED THE AFFI	DAVIT (LAST, FIRST)?		
CHILD'S MOTHER'S NAME (LAST, FIRST)			CHILD'S FATHER/ALL	EGED FATHER'S NAM	IE (LAST, FIRST)		
COULD THERE BE MORE THAN ONE POSSIBLE A If yes, please list the names here and complete		· ·	anyone 2 months befored father.	ore or 2 months after	becoming pregnant)		
WAS THE MOTHER EVER MARRIED? YES HUSBAND'S NAME:	NO WAS THE MOT DATE OF MARRIAGE:		THE CHILD WAS BORN? CITY, STATE:	YES NO DIVORCE	DATE:		
HUSBAND'S NAME:	DATE OF MARRIAGE:		CITY, STATE:	DIVORCE	DATE:		
IS THERE AN ORDER DETERMINING PATERNITY	THERE AN ORDER <u>DE</u> TERMINING PATERNITY FOR THIS CHILD?			IN WHICH COUNTY,	, STATE?		
IS THERE A CHILD SUPPORT ORDER FOR THIS CI	IS THERE A CHILD SUPPORT ORDER FOR THIS CHILD?			IN WHICH COUNTY,	CH COUNTY, STATE?		
IS THERE ANY PENDING LEGAL ACTION INVOLV	ING THIS CHILD?	MOST RECENT FILE		H COUNTY, STATE?			
		PATERNITY	SUPPORT ESTABLIS		NFORCEMENT		
					NFORCEMENT CITY & STATE OF BIRTH		
VES NO CHILD 2 SERVICES REQUESTED FOR	R THIS CHILD :	PATERNITY	SUPPORT ESTABLIS				
YES       NO         CHILD 2       SERVICES REQUESTED FOR         LAST NAME       SSN         APPLICANT'S RELATIONSHIP TO CHILD 2:       N	FIRST NAME	PATERNITY WHER CONCI	SUPPORT ESTABLIS MIDDLE E WAS THE CHILD EIVED (STATE)? cify)		LD CONCEIVED (MO/YR)?		
YES     NO       CHILD 2     SERVICES REQUESTED FOR       LAST NAME     SSN	FIRST NAME	PATERNITY	SUPPORT ESTABLIS MIDDLE E WAS THE CHILD EIVED (STATE)? cify)	HMENT E	CITY & STATE OF BIRTH		
YES       NO         CHILD 2       SERVICES REQUESTED FOR         LAST NAME       SSN         APPLICANT'S RELATIONSHIP TO CHILD 2:       N         IS THERE A FATHER'S NAME ON THE BIRTH	R THIS CHILD :	PATERNITY WHER CONCI	SUPPORT ESTABLIS MIDDLE WAS THE CHILD IVED (STATE)? cify) FIRST)?	HMENT E	CITY & STATE OF BIRTH		
YES       NO         CHILD 2       SERVICES REQUESTED FOR         LAST NAME       SSN         APPLICANT'S RELATIONSHIP TO CHILD 2:       N         IS THERE A FATHER'S NAME ON THE BIRTH CERTIFICATE?       YES         WAS AN ACKNOWLEDGEMENT OF PATERNITY /	R THIS CHILD :	PATERNITY WHER CONCI	SUPPORT ESTABLIS MIDDLE E WAS THE CHILD IVED (STATE)? cify) FIRST)?	HMENT E	CITY & STATE OF BIRTH LD CONCEIVED (MO/YR)? R: MALE FEMALE DAVIT (LAST, FIRST)?		
YES       NO         CHILD 2       SERVICES REQUESTED FOR         LAST NAME       SSN         APPLICANT'S RELATIONSHIP TO CHILD 2:       IN         IS THERE A FATHER'S NAME ON THE BIRTH CERTIFICATE?       YES         WAS AN ACKNOWLEDGEMENT OF PATERNITY / YES       IF YES, WHERE AND W	R THIS CHILD :	PATERNITY         WHER         CONCI         OTHER (Please spectrum)         ATHER'S NAME (LAST)         S         NO	SUPPORT ESTABLIS MIDDLE WAS THE CHILD WED (STATE)? cify) FIRST)? NAME OF FATHER TH CHILD'S FATHER/ALL	HMENT E	CITY & STATE OF BIRTH LD CONCEIVED (MO/YR)? R: MALE FEMALE DAVIT (LAST, FIRST)?		
YES       NO         CHILD 2       SERVICES REQUESTED FOR         LAST NAME       SSN         APPLICANT'S RELATIONSHIP TO CHILD 2:       N         IS THERE A FATHER'S NAME ON THE BIRTH CERTIFICATE?       YES         WAS AN ACKNOWLEDGEMENT OF PATERNITY / YES       NO         WAS AN ACKNOWLEDGEMENT OF PATERNITY / YES       NO         COULD THERE BE MORE THAN ONE POSSIBLE A	R THIS CHILD :	PATERNITY         WHER         CONCI         OTHER (Please spectrum)         CATHER'S NAME (LAST,         S         NO         on Sheet for each name         THER MARRIED WHEN	SUPPORT ESTABLIS MIDDLE WAS THE CHILD WED (STATE)? cify) FIRST)? NAME OF FATHER TH CHILD'S FATHER/ALL	HMENT E E	CITY & STATE OF BIRTH LD CONCEIVED (MO/YR)? R: MALE FEMALE DAVIT (LAST, FIRST)? IE (LAST, FIRST) NO		
YES       NO         CHILD 2       SERVICES REQUESTED FOR         LAST NAME	R THIS CHILD :	PATERNITY         WHER         CONCI         OTHER (Please spectrum)         FATHER'S NAME (LAST,         S         NO         on Sheet for each name         THER MARRIED WHEN	SUPPORT ESTABLIS MIDDLE WAS THE CHILD IVED (STATE)? cify) FIRST)? NAME OF FATHER TH CHILD'S FATHER/ALL ed father. THE CHILD WAS BORN?	HMENT E	CITY & STATE OF BIRTH LD CONCEIVED (MO/YR)? R: MALE FEMALE DAVIT (LAST, FIRST)? IE (LAST, FIRST) NO DATE:		
YES       NO         CHILD 2       SERVICES REQUESTED FOR         LAST NAME       SSN         APPLICANT'S RELATIONSHIP TO CHILD 2:       N         IS THERE A FATHER'S NAME ON THE BIRTH       CERTIFICATE?         YES       NO         WAS AN ACKNOWLEDGEMENT OF PATERNITY //       YES         YES       NO         IF YES, WHERE AND W         CHILD'S MOTHER'S NAME (LAST, FIRST)         COULD THERE BE MORE THAN ONE POSSIBLE A         If yes, please list the names here and complete         WAS THE MOTHER EVER MARRIED?       YES         HUSBAND'S NAME:         HUSBAND'S NAME:         IS THERE AN ORDER DETERMINING PATERNITY	R THIS CHILD :         FIRST NAME         DOB         MOTHER       FATHER         IF YES, WHAT IS THE FATHER         IF YES, WHAT IS THE FATHER         AFFIDAVIT SIGNED?         HEN:         LLEGED FATHER?       YE         an Other Parent Informati         DATE OF MARRIAGE:         DATE OF MARRIAGE:	PATERNITY         WHER         CONCI         OTHER (Please spectrum)         FATHER'S NAME (LAST,         S         NO         on Sheet for each name         THER MARRIED WHEN	SUPPORT ESTABLIS MIDDLE WAS THE CHILD WAS THE CHILD VED (STATE)? Cify) FIRST)? NAME OF FATHER TH CHILD'S FATHER/ALL ed father. THE CHILD WAS BORN? CITY, STATE: CITY, STATE:	HMENT E	CITY & STATE OF BIRTH LD CONCEIVED (MO/YR)? R: MALE FEMALE DAVIT (LAST, FIRST)? IE (LAST, FIRST) NO DATE: DATE:		
YES       NO         CHILD 2       SERVICES REQUESTED FOR         LAST NAME	R THIS CHILD :         FIRST NAME         DOB         AOTHER         IF YES, WHAT IS THE F         AFFIDAVIT SIGNED?         'HEN:         LLEGED FATHER?         YE         an Other Parent Informati         DATE OF MARRIAGE:         DATE OF MARRIAGE:         FOR THIS CHILD?	PATERNITY         WHER         CONCI         OTHER (Please spectrum)         ATHER'S NAME (LAST,         S         NO         on Sheet for each name         THER MARRIED WHEN	SUPPORT ESTABLIS MIDDLE WAS THE CHILD VED (STATE)? Cify) FIRST)? NAME OF FATHER TH CHILD'S FATHER/ALL ed father. THE CHILD WAS BORN? CITY, STATE: CITY, STATE: ER FILED?	HMENT E	CITY & STATE OF BIRTH LD CONCEIVED (MO/YR)? R: MALE FEMALE DAVIT (LAST, FIRST)? IE (LAST, FIRST) NO DATE: DATE: , STATE?		

OTHER PARENT REF MOTHER AND FATH	ENT IS THE D MOT FERS TO THE NON-APPL IER OF THE CHILD(REN) RE MORE THAN 2 OTHER F	ICANT PARENT OF TH AND AN INFORMAT	LLEGED HE CHILI ION SHE	<b>D FATH</b> D(REN) EET FOI	HER OF OR IN TI R EACH F	HE CASE OF PARENT IS N	A CARETAK				
	OF DOMESTIC VIOLENCE W ILABLE DOCUMENTATION				] NO TUATION						
APPLICANT'S RELATIO	ONSHIP TO THIS OTHER PA	RENT: NEVER MA	RRIED [		RRIED		SEPARATED		DIVORCED		OTHER (note below)
LAST NAME		FIRST			MIDDLE	Ē	MAIDEN OF	OTHER			
SSN		DOB/AGE (APPX)	PLA	ACE OF E	BIRTH (CIT	Y & STATE)	1				
GENDER	RACE						ER PARENT NI			R?	YES NO
MAILING ADDRESS-ST	REET		CITY						STATE	ZIP	
RESIDENTIAL OR OTHE	ER ADDRESS-STREET		CITY						STATE	ZIP	
HIS ADDRESS			HER	ADDRES	S				<u>I</u>		
FATHER'S PHONE	FATHER'S PHONE MOTHER'S PHONE										
		INFORMATION	ABOUT	Γ ΟΤΗΕ	R PAREN	IT'S EMPLC	OYMENT				
CURRENT EMPLOYER		ADDRESS-STREET				CITY			STATE		ZIP
IF UNEMPLOYED, NAM	/IE LAST EMPLOYER	ADDRESS-STREET				CITY			STATE		ZIP
OCCUPATION		1		UNIO	N NAME	1		LOCAL	NO.		1
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 A	PPLICANT	P		NAME (	OF APPL	ICANT			DAT	Έ	
SIGNATURE OF P IS A MINOR	ARENT/GUARDIAN II	F APPLICANT P	RINT	NAME (	OF PARE	ENT/GUAR	DIAN		DAT	E	
		CHECKLIST	OF IN	NFOR	MATIC	ON TO SI	JBMIT		I		
-       Copy of Social Security Card for Each Child       - Copy of Out of State Support Payment Records         -       Copies of all Court Orders including Civil Protection Orders       - Copy of Medical Insurance Cards         -       Copy of Marriage Certificate(s)       - Copy of Medical Insurance Cards											

- Copy of birth certificate for each child, if child was born outside of the State of Ohio

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

# Court of Common Pleas Tuscarawas County, Ohio General Trial Division

Name	: · Casa No
Name:	
Address:	
DOB:	5
Phone:	
Petitioner,	<ul> <li>Magistrate's Decision/Judgment Entry</li> <li>Decree of Dissolution</li> <li>(With Minor Children)</li> </ul>
and	
Name:	
Address:	:
 DOB:	
Phone:	
Petitioner.	

This matter was considered by Karen Zajkowski, Magistrate, Court of Common Pleas, Tuscarawas County, General Trial Division on (date) \_\_\_\_\_\_, on the Petition of the parties. Both parties were present in Court. Neither party was represented by legal counsel. Upon consideration of the testimony, the Court makes the following Orders:

## Findings of Fact

- 1. At least one of the parties was a resident of the State of Ohio for not less than six months and a resident of Tuscarawas County for at least 90 days immediately prior to filing this Petition.
- 2. The parties have waived service of summons.

Page 1 of 5 Revised 8/27/2013 Magistrate's Decision/Judgment Entry Dissolution with Children 3. This matter was heard not less than 30 nor more than 90 days after the filing of the Petition.

4.	The parties were married on, at
	and the minor children born or adopted during
	this marriage and currently under the age of 19 are:
	date of birth

- 5. The wife is not pregnant.
- 6. The parties have voluntarily entered into and executed a Separation Agreement and Shared Parenting Plan (if applicable), which provides for the division of their property, payment of all debts, child related issues and spousal support, where applicable. The Separation Agreement and Shared Parenting Plan (if applicable) are incorporated herein.

## **Recommendations**

- 1. A dissolution of marriage should granted upon the Petition of the parties, and the marital relationship between the parties should be terminated.
- 2. The Child Support and Health Care Determinations attached should be incorporated herein by reference.
- 3. The Separation Agreement and Shared Parenting Plan (if applicable) should be found to be fair and equitable and in the best interest of the minor child(ren) and should be approved and incorporated as part of this Decree of Dissolution.
- 4. The parties should fulfill each and every obligation imposed by the Separation Agreement and Shared Parenting Plan (if applicable).
- 5. All support under this Order should be withheld or deducted from the incomes 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 should be forwarded to the Obligee in accordance with Chapters 3119., 3121., 3123., and 3125 of the Revised Code.

## 6. **Tax Exemptions**

Check **either** 1 or 2 below and complete:

- 1. U Wife should be entitled to claim the following child(ren) as her dependents for income tax purposes:

For the non-custodian to be able to claim the child(ren) set out above, he/she must have paid substantially all of his/her support obligation for that year. Granting of the tax exemption does not determine eligibility for the Earned Income Tax Credit.

- 7. If the residential parent of the children, or either parent under the Shared Parenting Plan (if applicable), intends to move to a new residence, the residential parent should promptly file a Notice of Intent to Relocate with the Court. The notice must include the date of the intended move and the case number of this case. Upon receipt of the Notice, the Court will serve a copy of the Notice to the nonresidential parent. The Court, on its own motion or the motion of the nonresidential parent, may schedule a hearing with notice to both parties to determine whether it is in the best interest of the children to revise the visitation or parenting schedule for the children.
- 8. Both parties should be entitled to equal access to any record related to their children, except as provided in R.C. 3319.321(F) (children under care of domestic violence shelter).
- 9. Both parents should be entitled to equal access to any day-care center that is, or

Revised 8/27/2013

in the future may be, attended by the children with whom visitation is granted, unless this Decree of Dissolution states otherwise. Neither parent should remove the children from the day care premises except during periods of time when that parent is entitled to do so under this Order or by written consent of the other parent.

- 10. Both parents should be entitled to equal access to any student activity that is related to their children, except as provided in R.C. 3319.321(F) (children under care of domestic violence shelter).
- 11. Spousal Support should be be as indicated below:
  - □ Neither the wife nor the husband should pay spousal support now or in the future to the other.

- □ After a period of \_\_\_\_\_ months;
- Death of the spouse receiving or paying the spousal support;
   Cohabitation with another person by the spouse receiving support; (Cohabitation is living with another person in a marriage-type relationship).
- □ (Other): \_\_\_\_\_
- 12. The Court should order that it:
  - retains continuing jurisdiction to modify spousal support
  - does not retain continuing jurisdiction to modify spousal support
- 13. The Court orders that:
  - □ The wife's name is changed to her former name of \_\_\_\_\_\_.
  - $\Box \qquad \text{The wife's name is not changed.}$
- 14. Other Orders: \_\_\_\_\_

15.	Court costs should be paid from t assessed one-half to each of the pa	the deposit. Any balance remaining should be rties.
16.	The Clerk of Courts should be Or the pending case docket.	dered to close the case file and remove it from
Date	<u>.</u>	
		Karen Zajkowski, Magistrate
Аррі	proved and Objections Waived:	

Petitioner/Wife

Petitioner/Husband

# JUDGMENT ENTRY

The Court, having made an independent analysis of the issues and the applicable law, hereby approves and adopts the Magistrate's Decision and incorporates the Decision by reference as if fully restated and adopts the Recommendations as its Final Orders, effective with the journalization of this Judgment Entry.

Date: \_\_\_\_\_

Judge

cc: Petitioner Petitioner CSEA