

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

Plaintiff/1st Petitioner

Street Address

City, State, and Zip Code

vs. / and

Defendant/2nd Petitioner

Street Address

City, State, and Zip Code

Case No. _____

JUDGE STEVEN L. HURLEY

Magistrate _____

SHARED PARENTING PLAN

We, the parents, _____, Plaintiff/"1st Petitioner", and _____, Defendant/2nd Petitioner, have _____ (number) child(ren) born from or adopted during the marriage or relationship.

Of the child(ren), _____ (number) are emancipated adult(s) and not under any disability, and the following _____ (number) child(ren) are minor child(ren) or adult children who are 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 to 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.

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 Plaintiff/1st Petitioner's Defendant/2nd Petitioner'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. Parenting Time Schedule (**SELECT ONE**):

The parents shall have parenting time with the child(ren) according the Court's Standard Order of Parenting Time attached hereto and incorporated herein.

For the purposes of interpreting the Standard Order, _____ shall be designated the non-residential parent/Parent _____.

Other Agreement:

D. 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.

_____ shall be considered the residential parent for school purposes.

E. Public Benefits

Plaintiff/1st Petitioner shall be designated as the residential parent for receipt of public benefits purposes of the following child(ren):

Defendant/2nd Petitioner shall be designated as the residential parent for receipt of public benefits purposes of the following child(ren):

F. 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)".

G. 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:

H. **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 is available to at least one parent.

If you have checked this box, YOU MUST FILL OUT PAGE 4a-4b.

B: Health Insurance Coverage is available to BOTH parents.

If you have checked this box, YOU MUST FILL OUT PAGE 4c-4d.

C: Health Insurance Coverage is NOT AVAILABLE to either parent.

If you have checked this box, YOU MUST FILL OUT PAGE 4e.

HEALTH INSURANCE OBLIGOR

The child support Obligee is rebuttably presumed to be the health insurance Obligor. For purposes of this Order, _____ is the child support Obligee and HEALTH INSURANCE OBLIGOR

The Court has determined that the presumption has been rebutted after determining that _____.

Therefore, for purposes of this Order, _____ is the child support Obligor and HEALTH INSURANCE OBLIGOR.

IT IS THEREFORE ORDERED that _____ shall provide group health insurance coverage, if available at a reasonable cost, for the dependent child(ren) and shall designate the children as covered dependents under any private health insurance policy, contract or plan for which the person contracts. [ORC 3119.30 (C)]

In accordance with O.R.C. 3119.30 or 3119.32, the Child Support Obligor shall pay _____% and the Child Support Obligee shall pay _____% of the extraordinary medical expenses incurred for a child during a calendar year that exceeds the total cash medical support amount owed by the parents during that year. Extraordinary medical expenses include expenses incurred for orthodontia, dental, optical, and psychological services. The parent incurring uninsured medical expenses shall provide the other parent with a copy of all medical bills, and amounts paid, for the minor child(ren) on a quarterly basis. The uncovered medical expenses with supporting documentation shall be provided on the last day of the months of March, June, September, and December. Payment for all uncovered medical expenses above the yearly cash medical obligation shall be made within thirty (30) days of the notification. 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 if payment is still due to the health care provider.

The Obligor and Obligee are both liable for the health care of the children who are not covered under private health insurance or cash medical support as calculated in accordance with ORC 3119.022 or 311.023, as applicable. [ORC 3119.30(A)]

The following group health insurance and health care policies, contracts, and plans are available at a reasonable cost to the Obligor or Obligee for the health care of the minor children. [ORC 3119.31]

IT IS THEREFORE ORDERED that the **Obligor** is ordered to obtain health insurance coverage through:

Name and Address of Employer and Group Health Plan **Policy or Contract #**

IT IS FURTHER ORDERED that the health insurance coverage be obtained for the following child(ren) and the child(ren) be designated as covered dependents under any health insurance or health care policy, contract or plan no later than thirty (30) days after the filing date of this Order. **[ORC 3119.32(F)]**

Full Name of Child

Date of Birth

Persons to be reimbursed for medical expenses are [ORC 3119.32(B)]:

(HI Obligor's Name and Address)

(HI Obligee's Name and Address)

**HEALTH INSURANCE PROVIDED BY OBLIGOR & OBLIGEE'S GROUP
INSURANCE**

The child support Obligee is rebuttably presumed to be the health insurance Obligor. For purposes of this Order, _____ is the child support Obligee and HEALTH INSURANCE OBLIGOR, and this plan shall be considered the primary health insurance plan for the child(ren). The HEALTH INSURANCE OBLIGEE is _____ and this plan shall be the secondary health insurance plan. **IT IS THEREFORE ORDERED**, that **both Obligor and Obligee** are ordered to obtain health insurance coverage through:

Name and Address of Employer & Group Health Plan Policy or Contract #

H/I Obligor: _____

H/I Obligee: _____

The Court has determined that the presumption has been rebutted after determining that _____.

Therefore, for purposes of this Order, _____ is the child support Obligor and HEALTH INSURANCE OBLIGOR, and this plan shall be considered the primary health insurance plan for the child(ren). The HEALTH INSURANCE OBLIGEE is _____ and this plan shall be the secondary health insurance plan. **IT IS THEREFORE ORDERED**, that **both Obligor and Obligee** are ordered to obtain health insurance coverage through:

Name and Address of Employer & Group Health Plan Policy or Contract #

H/I Obligor: _____

H/I Obligee: _____

IT IS FURTHER ORDERED that Obligor and Obligee shall provide group health insurance coverage, if available at a reasonable cost, for the dependent child(ren) and shall designate the children as covered dependents under any private health insurance policy, contract or plan for which the person contracts. [ORC 3119.30 (C)]

In accordance with O.R.C. 3119.30 or 3119.32, the Child Support Obligor shall pay _____% and the Child Support Obligees shall pay _____% of the extraordinary medical expenses incurred for a child during a calendar year that exceeds the total cash medical support amount owed by the parents during that year. Extraordinary medical expenses include expenses incurred for orthodontia, dental, optical, and psychological services. The parent incurring uninsured medical expenses shall provide the other parent with a copy of all medical bills, and amounts paid, for the minor child(ren) on a quarterly basis. The uncovered medical expenses with supporting documentation shall be provided on the last day of the months of March, June, September, and December. Payment for all uncovered medical expenses above the yearly cash medical obligation shall be made within thirty (30) days of the notification. 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 if payment is still due to the health care provider.

The Obligor and Obligees are both liable for the health care of the children who are not covered under private health insurance or cash medical support as calculated in accordance with ORC 3119.022 or 311.023, as applicable. [ORC 3119.30(A)]

The following group health insurance and health care policies, contracts, and plans are available at a reasonable cost to the Obligor and Obligees for the health care of the minor children. [ORC 3119.31]

IT IS HEREBY ORDERED that the health insurance coverage be obtained for the following child(ren) and the child(ren) be designated as covered dependents under any health insurance or health care policy, contract or plan no later than thirty (30) days after the filing date of this Order. **[ORC 3119.32(F)]**

Full Name of Child

Date of Birth

Persons to be reimbursed for medical expenses are [ORC 3119.32(B)]:

(HI Obligor's Name and Address)

(HI Obligees's Name and Address)

**NEITHER OBLIGOR NOR OBLIGEE HAS GROUP HEALTH INSURANCE
AVAILABLE AT A REASONABLE COST**

The child support Obligee is rebuttably presumed to be the health insurance Obligor. For purposes of this Order, _____ is the Child Support Obligee and Health Insurance Obligor.

The Court has determined that the presumption has been rebutted after determining that _____.

Therefore, for purposes of this Order, _____ is the Child Support Obligor and Health Insurance Obligor.

The Obligor and Obligee are both liable for the health care of the children who are not covered under private health insurance or cash medical support as calculated in accordance with ORC 3119.022 or 3119.023, as applicable. [ORC 3119.30(A)]. The Court finds that health insurance for the dependent child(ren) is not available to either party at a reasonable cost.

In accordance with O.R.C. 3119.30 or 3119.32, the Child Support Obligor shall pay _____% and the Child Support Obligee shall pay _____% of the extraordinary medical expenses incurred for a child during a calendar year that exceeds the total cash medical support amount owed by the parents during that year. Extraordinary medical expenses include expenses incurred for orthodontia, dental, optical, and psychological services. The parent incurring uninsured medical expenses shall provide the other parent with a copy of all medical bills, and amounts paid, for the minor child(ren) on a quarterly basis. The uncovered medical expenses with supporting documentation shall be provided on the last day of the months of March, June, September, and December. Payment for all uncovered medical expenses above the yearly cash medical obligation shall be made within thirty (30) days of the notification. 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 if payment is still due to the health care provider.

The Health Insurance Obligor is hereby **ORDERED** to obtain health insurance within thirty (30) days if it becomes available at a reasonable cost, and **ORDERED** to inform the CSEA once it has been obtained. If private health insurance becomes available to the child support obligor at a reasonable cost, the obligor shall inform the CSEA and may seek a modification of health insurance coverage from the Court.

FOURTH: CHILD SUPPORT

For purposes of this order, _____ is the Child Support **Obligor** and _____ is the Child Support **Obligee**.

This order for child support and cash medical support is **EFFECTIVE** _____.

IT IS THEREFORE ORDERED ADJUDGED AND DECREED that the Child Support Obligor shall pay **child support in the sum of \$_____ per month and cash medical support in the sum of \$_____ per month**, plus 2% processing charge for each, for a **total of \$_____** including the 2% processing charge.

Deviations

Check if applicable: The above child support is subject to a deviation from the amount of child support that would otherwise result from the use of the Basic Child Support Schedule and the applicable worksheet, through the line establishing the actual annual obligation because:

- Court-Ordered parenting time is equal to or exceeds 90 overnights per year (automatic 10% deviation).
- Court-Ordered parenting time is equal to or exceeds 147 overnights per year (additional ____% / \$_____ deviation).
- Other: (____% / \$_____ deviation)_____

The Obligor is employed and Notice to Withhold shall issue to the Obligor’s employer:

The worksheet used to compute child support and cash medical support under Ohio Revised Code 3119.022 or 3119.023 is attached **hereto and incorporated herein**.

The Court’s Standard Mandatory Notifications are attached hereto and incorporated herein.

Arrearages

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 Plaintiff/1st Petitioner shall be entitled to claim the following minor child(ren) for all tax purposes for even-numbered tax years odd-numbered tax years all tax years, so long as they are substantially current in any child support required to be paid as of December 31 of the tax year in question:

The Defendant/2nd Petitioner 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 they are substantially current in any child support required to be payed 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). For the purpose of this provision _____ shall be named the Residential Parent.

SIXTH: MODIFICATION

This Parenting Plan may be modified by agreement of the parties or by the Court. The Court retains jurisdiction over all issues regarding the minor children.

SEVENTH: OTHER

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

| | |
|--|--|
| _____ Plaintiff/Petitioner 1's Signature | _____ Defendant/Petitioner 2's Signature |
| _____ Phone Number | _____ Phone Number |
| _____ Date | _____ Date |