

COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
HAMILTON COUNTY, OHIO

_____ Plaintiff / Petitioner 1 / Parent 1 -vs/and- _____ Defendant / Petitioner 2 / Parent 2	Enter: _____ Case No. _____ File No. _____ CSEA No. _____ Judge: _____ Magistrate: _____
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SHARED PARENTING PLAN

WARNING: This form is not a substitute for the benefit of the advice of legal counsel. It is highly recommended that you consult an attorney.
Instructions: A Parenting Time Schedule MUST be included in this Plan. Parents are urged to consult the Planning for Parenting Time Guide: Ohio’s Guide for Parents Living Apart and Domestic Violence & Allocation of Parental Rights and Responsibilities available at www.supremecourt.ohio.gov.https://www.supremecourt.ohio.gov/Publications/JCS/parentingGuide.pdf

This Shared Parenting Plan, by and between _____ hereinafter referred to as “Plaintiff/Petitioner 1/Parent 1” and/or “Mother/Father” and _____ hereinafter referred to as “Defendant/Petitioner 2/Parent 2” and/or “Mother/Father” is submitted by Plaintiff /Petitioner 1/Parent 1 and/or Defendant/Petitioner 2/Parent 2 pursuant to both parents’ Motion and/or request for Shared Parenting filed this same date. Both parents hereby request the Court, pursuant to Ohio Revised Code (O.R.C.) section 3109.04 (D)(1)(a)(i, ii, or iii) (**CIRCLE ONE**) to grant the parents the shared parenting of their child(ren):

First Initial / Last Initial	Date of Birth	Age
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Neither parent expects opposition to this plan from the other. Each parent is a caring and appropriate parent with the ability to provide guidance, concern, and a proper home environment

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

Neither parent has been convicted of or pleaded guilty to a violation of O.R.C. § 2919.25 involving a family member, any other offense which resulted in physical harm to a family member, has been determined to be the perpetrator of an abusive act that is the basis of an adjudication that a child is abused or has acted or contributed in any manner resulting in a child being a neglected child.

The parties acknowledge that each parent has the present ability to cooperate and make decisions jointly with respect to the minor child(ren) and each parent. The parents shall discuss and resolve all major issues jointly. The geographic proximity of the parties to each other is not considered to be a barrier and makes the concept of shared parenting a realistic alternative.

PARENTS' RIGHTS

Unless otherwise stated herein, 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 participate in medical, surgical, hospital, dental, institutional, psychological, and psychiatric care decisions for the child(ren) and to 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 to 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 to 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 to participate in parent-teacher conferences, school trips, school programs, and other school activities to which parents are invited.
- K. The right to attend and to 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.

1. PHYSICAL LIVING ARRANGEMENTS

1.1 Parent 1 and Parent 2 shall be the residential parents without regard to where the child(ren) are physically located.

1.2 Parent 1 shall have the following parenting time (attach parenting time schedule if not enough space below):

1.3 Parent 2 shall have the following parenting time (attach parenting time schedule if not enough space below):

1.4 Holidays with each parent shall be alternated unless an alternative schedule is agreed upon. If the parents disagree as to holidays, they shall adopt the Standard Parenting Order as it relates to holidays. The Holiday Schedule is attached hereto and incorporated herein.

1.5 Each parent shall have time with the minor child(ren) on the child(ren)'s birthdays as follows: _____

If the parents disagree as to birthdays, they shall adopt the Standard Parenting Order, Holiday Schedule, as it relates to birthdays.

1.6 Each parent shall have two (2) weeks of uninterrupted annual vacation with the child(ren) with the other parent to receive written notice of such vacation request at least thirty (30) days prior to the vacation period's commencement. However, reasonable telephone contact is to be allowed.

1.7 Parent 1 and Parent 2 shall have the minor child(ren) at any other time as agreed upon in advance between the parents. The parents shall modify the schedule to meet the needs of the child(ren). If the parents disagree as to modification, they shall utilize mediation or counseling before filing motions with the Court. The parties may voluntarily modify the parenting time schedule, if agreed; however, the Court cannot enforce any change in the parenting time schedule unless it is made an order of the Court.

2. CHILD SUPPORT AND HEALTH INSURANCE

2.1 The Obligor pays child support and the Obligee receives child support.

_____ is the Child Support Obligor. _____ is the Child Support Obligee. The initials, date of birth, and age of each child subject to this child support order includes the following:

2.2 Based upon the evidence presented to the Court and the Child Support Worksheet attached hereto and incorporated herein, the Court finds that it is in the best of the parties' child(ren) that effective _____ [INSERT effective date of the child support order], the Obligor _____ [INSERT name of the parent paying child support] will pay child support to _____ [INSERT name of parent receiving child support], Obligee, payable through the Office of Child Support of the Department of Job and Family Service for the parties' child(ren) as follows:

Current child support per month, per child (before processing fee)	\$
Combined current child support (before processing fee)	\$
Current cash medical support obligation per month, per child (before processing fee)	\$

Combined cash medical support (before processing fee)**	\$
Child support arrearage payment per month (before processing fee)	\$
2% Processing Fee on TOTAL monthly order	\$
TOTAL MONTHLY ORDER:	\$

2.3 DEVIATION (SELECT only the applicable paragraphs)

☐ The Child Support Obligor's obligation for child support is deviated by _____ AND the Child Support Obligor's cash medical support obligation is deviated by _____.

The Obligor's child support AND/OR cash medical support obligation(s) deviate(s) from the actual annual obligation on the Child Support Worksheet attached hereto because, pursuant to O.R.C. §§ 3119.23 (A) through (Q), the actual annual obligation is unjust, inappropriate and not in the best interest of the child(ren) for the following reasons:
[INSERT deviation factor(s) here pursuant to O.R.C. § [3119.23](#) (A)-(Q)].

AND/OR

☐ The Child Support Obligor has parenting time ordered by the Court that equals or exceeds 90 overnights per year and is entitled to a 10% reduction as identified on Line 24 of the attached Child Support Worksheet, pursuant to O.R.C. § [3119.231](#)(A);

OR

☐ The Child Support Obligor has parenting time ordered by the Court that equals or exceeds 147 overnights per year and the Court has determined the deviation for Obligor's parenting time shall be as shown on Line 24 of the attached Child Support Worksheet, pursuant to O.R.C. § [3119.231](#)(B).

OR

[] The Child Support Obligor's obligation for child support and cash medical support do not deviate from the actual annual obligation on the attached Child Support Worksheet. **[If Obligor has 90/147 overnights and there is NO deviation pursuant to O.R.C. § 3119.231 (A) or (B), identify the facts that are the basis for no deviation.]:**

Any credit or arrearage of child support or spousal support on the Child Support Enforcement Agency (CSEA) records is preserved.

Notwithstanding O.R.C. § [3109.01](#), the parental duty of support to child(ren), including the duty of a parent to pay support pursuant to a child support order shall continue beyond the child's eighteenth (18th) birthday only in accordance with O.R.C. § [3119.86](#). The duty of support shall continue during seasonal vacations. Child Support Obligor is responsible for making payments directly to the Office of Child Support of the Department of Job and Family Services until such time as a deduction order takes effect. Any payment made directly to the Child Support Obligor and not through the Office of Child Support of the Department of Job and Family Services shall be deemed a gift and not credited to the support account.

All support under this order shall be withheld or deducted from the income or assets of the Child Support Obligor pursuant to a withholding or deduction notice or appropriate order issued in accordance with O.R.C. Chapters [3119](#), [3121](#), [3123](#), and [3125](#) or a withdrawal directive issued pursuant to O.R.C. §§ 3123.24 to 3123.38 and shall be forwarded to the Child Support Obligor in accordance with O.R.C. Chapters 3119, 3121, 3123 and 3125. A person and/or entity required to comply with withholding or deduction notices described in O.R.C. § [3121.03](#) shall determine the manner of withholding or deducting from the specific requirement included in the notices without the need for any amendment to the support order, and a person required to comply with an order described in O.R.C. §§ 3121.03, 3121.04 to 3121.06 and 3121.12 shall comply without need for any

amendment to the support Order. The withholding or deduction noticed and other orders issued under O.R.C. §§ 3121.03, 3121.04 to 3121.06 and 3121.12, and the notices that require the obligor to notify the Child Support Enforcement Agency administering the support order of any change in the obligor's employment status or of any other change in the status of the obligor's assets, are final and enforceable by the Court.

Payments to Child Support Payment Central ("CSPC") must be sent to the following address: Ohio CSPC, P.O. Box 182372, Columbus, Ohio 43218-2372. Payments may be made by personal check, certified check, cashier's check, or money order. The payment must include the Court case number and the SETS number. If the SETS number is not available, then the payment must include the Obligor's Social Security number.

Regardless of the frequency or amount of the support payments, the Office of Child Support of the Department of Job and Family Services will administer the order on a monthly basis in accordance with O.R.C. §§ 3121.51 to 3121.54. Payments must be made as Ordered by the Court.

The Obligee and the Obligor must notify the Child Support Enforcement Agency immediately of any reason to terminate the support order. A willful failure to notify the Child Support Enforcement Agency is contempt of court. Reasons include but are not limited to the following: a) the child turns 18 years old and no longer attends an accredited high school on a full-time basis, if the support order does not require support to continue past age 18; b) the child's death, marriage, emancipation, or enlistment in the armed services; or c) the change of legal custody of the child.

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

IF YOU ARE THE OBLIGOR UNDER A CHILD SUPPORT ORDER AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY BE FINED UP TO \$50 FOR A FIRST OFFENSE, \$100 FOR A SECOND OFFENSE, AND \$500 FOR EACH SUBSEQUENT OFFENSE. IF YOU ARE AN OBLIGOR OR OBLIGEE UNDER ANY SUPPORT ORDER ISSUED BY A COURT AND YOU WILLFULLY FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE SUBJECTED TO FINES UP TO \$1,000 AND IMPRISONMENT FOR NOT MORE THAN 90 DAYS.

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

2.4 Definitions: Applicable to Health Expenses and Health Insurance

“Cash Medical.” At this time, the State of Ohio recognizes that parents spend an average of \$510.21 per year, per child on uncovered health care expenses. Therefore, the term “cash medical” is defined as \$510.21 per child, per year (as amended by statute), and the responsibility for paying this expense is allocated between the parents by income shares, as identified on Line 23 of the Child Support Worksheet.

“Cash medical support” means a dollar amount ordered to be paid in a child support order towards “ordinary medical expenses” incurred on behalf of the child(ren) identified in the parties’ child support order during a calendar year. The child support recipient’s share (Obligee) remains in his/her household, while the child support payor’s share (Obligor) is paid to the Obligee in conjunction with the child support amount ordered, **unless the child is receiving government provided healthcare at no cost to either parent.**

“Ordinary medical expenses” include copayments, deductibles and uninsured/unreimbursed medical-related costs incurred for a child named in the child support order that exceed the total cash medical support amount, including the monthly amount that is Obligee’s share, as identified on Line 28 of the Child Support Worksheet.

“Reasonable cost for health insurance” means that a plan of health insurance for the child(ren) identified in the child support order is accessible to the parent ordered to provide health care coverage at a cost of 5% or less of his/her gross annual income (identified as the “Health Insurance Maximum” on Line 8 of the Child Support Worksheet), **unless: (a) one or both parties expressly agree to provide such health insurance for the child(ren) at a cost exceeding 5% of his/her gross income; or (b) the Court finds that it is in the best interest of the parties’ child(ren) for one or both parents to provide such insurance at a cost exceeding 5% of his/her gross income as such insurance coverage will not impose an undue financial burden on the parent(s).**

2.5 Provision of Health Insurance for the Child(ren)

Select the appropriate choice (I or II)

I. ☐ Neither parent has private health insurance accessible and available at a reasonable cost for the benefit of the minor child(ren). In the event that private health insurance becomes available and accessible to either parent, at a reasonable cost, the parent to whom such insurance becomes available shall obtain such private health insurance for the child(ren) no later than 30 days after it becomes available to him or her. The parent obtaining such insurance for the child(ren) must inform the Child Support Enforcement Agency when private health care coverage for the child(ren) has been obtained. **A Shared Liability Order shall issue.**

-OR-

II. a. ☐ One or both parents has/have private, accessible health insurance available for the child(ren) subject to the child support order at a reasonable cost (of 5% or less of his/her gross income); **or**

b. [] Despite exceeding a reasonable cost of 5% of his/her gross income(s),
_____ [INSERT name(s) of parents agreeing to provide such
insurance] have/has agreed that _____ [INSERT name(s) of
parents agreeing to provide such insurance] shall obtain or maintain private health
insurance for the child(ren); **or**

c. [] Despite exceeding reasonable cost of 5% of his/her gross income(s), the Court
has determined that it is in the best interest of the child(ren) and that the cost of
providing private health care coverage will not impose an undue financial burden on
the parent(s); therefore, _____ [INSERT name(s) of parents being
ordered to provide such insurance] shall obtain or maintain private health insurance
for the child(ren).

-and-

d. Pursuant to O.R.C. § 3119.30, it is hereby ordered that no later than thirty (30)
days after this issuance of this Order, _____
[INSERT name of party ordered or agreeing to maintain health insurance] shall
maintain private health insurance for the child(ren) named in the child support order
so long as this parent continues to have private health insurance coverage available at
a reasonable price for the child(ren). **A Qualified Medical Child Support Order
shall issue.**

-AND- (regardless whether you select paragraph I or II above)

This Order shall remain in effect for each child identified in the parties' child support
order until each such child reaches the age of eighteen (18) and no longer attends an
accredited high school on a full-time basis unless otherwise ordered. Except in cases
in which a child support order requires the duty of support to continue for any period
after the child reaches age nineteen (19), the order shall not remain in effect after the
child reaches age nineteen (19).

2.6 Payment of Uninsured/Unreimbursed Extraordinary Medical Expenses

Both parents are liable to all health care providers for their child(ren)'s uncovered

extraordinary health care expenses as defined herein according to the formula set forth below.

The Child Support Oblige, _____ is responsible for paying the first \$510.21 per year, per child for the child(ren)'s uninsured/unreimbursed health care expenses. **(This amount will be modified if there is a deviation in cash medical support, to correspond with the amount of the deviation as identified on Lines 27 and 28 of the Child Support Worksheet. A 100% deviation will result in the parents paying all uncovered health expenses proportionally, as all such expenses would be "extraordinary.")**

The remaining costs of any and all uninsured/unreimbursed medical, dental, orthodontic, optical, prescription, psychological, counseling or psychiatric expenses, including deductibles and/or co-payments under the health insurance plan for the child(ren), shall be paid _____ % by the Child Support Obligor, _____, and _____ % by the Child Support Oblige, _____. Each parent must submit to the other parent copies of all medical bills and receipts for payment as soon as each parent is in receipt of a bill/receipt so the other parent is aware of what expenses have been incurred and what expenses have been paid. Each parent should have a complete set of all the medical bills and receipts. Documentation of all such expenses shall be provided to the other parent and reconciliation of the amounts owed for reimbursement shall occur on a quarterly basis (the last day of January, April, July, and November each year).

If one parent has paid the bill in full, the other parent must pay his/her share to the parent who paid the bill within 30 days after he/she receives the receipts. If the health care provider has not been paid in full, each parent must arrange with the health care provider to direct pay his/her share within 30 days of the date that he/she receives the bill. If the bill is later reduced for any reason (insurance payment, insurance company modification, etc.), the parent who first learns of the reduction must notify the other parent immediately. Each parent's portion of the original bill will be reduced proportional to the

percentage of each parent's responsibility for the original bill. Neither parent may use the child(ren) to deliver medical bills, proof of payment, or reimbursement to the other parent.

Pursuant to O.R.C. § 3119.30, the parent(s) ordered to provide private health insurance for the child(ren) shall, not later than thirty (30) days after the issuance of the order herein, supply the other parent with information regarding the benefits, limitations and exclusions of the health care coverage, copies of any insurance forms necessary to receive reimbursement, payment, or other benefits under the health care coverage and a copy of any necessary insurance cards.

3. TAX BENEFIT/EXEMPTION

3.1 Beginning with tax year _____, Parent 1 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 Parent 1 is substantially compliant in any child support Parent 1 is required to pay as of December 31 of the tax year in question:

3.2 Beginning with tax year _____, Parent 2 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 Parent 2 is substantially compliant in any child support Parent 2 is required to pay as of December 31 of the tax year in question:

3.3 Each parent shall sign, execute, and deliver to the other all documents requested by a taxing authority in order for the other to claim the child(ren) in the year in which they are entitled. Said documents shall be signed promptly upon request. Said entitlement shall be contingent upon Obligor being substantially compliant in his/her support obligation for the tax year in question.

If a parent who has a child less than half of the time is entitled to claim the child, the other parent shall 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.

4. CHANGE OF RESIDENCE OF MINOR CHILD

- 4.1 Neither parent may remove the child(ren) from Hamilton County or its contiguous Ohio counties (i.e. Butler, Warren, Clermont counties) and establish residence for them in another county without first obtaining a court order or an agreed entry permitting such removal. (Note: To have legal effect, an agreed entry must be signed by both parents, their attorneys (if any), and the Court, and thereafter be filed with the Hamilton County Clerk of Courts.)
- 4.2 If either parent desires to relocate, the relocating parent must promptly complete and file a Notice of Intent to Relocate (Form DR 2.8) with the Court. The relocating parent shall file the Notice with the Court of Domestic Relations Docket Office who will then forward the Notice to the Clerk of Courts and to the other parent except as provided in O.R.C. § 3109.051(G)(2)(3) and (4). Upon receipt of the Notice, the Court on its own motion or the motion of the non-relocating parent may schedule a hearing to determine whether it is in the best interest of the minor child(ren) to revise the Shared Parenting Plan.

- 4.3 The current address for Parent 1 is:

- 4.4 The current address for Parent 2 is:

5. ACCESS TO ALL OTHER RECORDS AND ACTIVITIES

- 5.1 Both parents shall be entitled to any and all other records related to the child(ren).
- 5.2 Both parents shall be entitled to attend student activities relating to the child(ren).

5.3 Both parents shall have access to any day care center, day care provider or babysitter that is, or that in the future may be, attended by the child(ren).

5.4 Other agreements regarding access to records and activities:

6. SCHOOL/EDUCATION/ACTIVITIES

6.1 The parents shall consult as to the appropriate school placement for the minor child(ren). It is the parents' intent that the minor child(ren) attend [Circle one] public/private schools.

6.2 Both parents recognize that the child(ren) legally may attend either parent's school system. Currently _____ residence shall be used for school registration purposes.

6.3 Other agreements regarding school placement: _____

6.4 Education Decisions Other than School Placement: The parents shall consult each other regarding any important education decisions affecting the child(ren). Important education decisions affecting the child(ren) shall be made by agreement of the parties. Each parent shall be reasonable in attempting to reach an agreement on such matters. In the event the parties cannot agree on education decisions other than school placement, the decision of:

[] Parent 1 shall be binding on the parents and the following child(ren):

[] Parent 2 shall be binding on the parents and the following child(ren):

6.5 Participation in Activities: The parents shall consider the child(ren)'s best interests and the child(ren)'s wishes in scheduling activities. Neither parent will unreasonably withhold agreement to any particular activity. The parents shall be reasonable and take into consideration the needs and the interests of the child(ren) at all times. The scheduling of events, appointments, and activities shall not be done in a manner to cause undue

inconvenience or harassment to the other parent. Both parents must understand that the child(ren) need(s) to be able to participate in regular activities without interference and with the support of both parents.

Absent an agreement by the parents, the child(ren) shall continue to participate in those extracurricular activities, school-related and other activities in which they are currently enrolled, uninterrupted.

Other agreement regarding participation in current or new extracurricular, school-related or other activities: _____.

6.6 Payment of Expenses Related to Activities: Each parent shall notify the other about any and all expenses arising from the child's extracurricular, school-related, or other activities.

Absent other agreement of the parents, the parents shall divide the costs and expenses associated with their child(ren)'s participation in any extracurricular, school-related, or other activities as follows:

☐ Parent 1 _____

☐ Parent 2 _____

☐ Other agreement regarding the division of extracurricular, school-related, or other activity expenses: _____

The parent incurring an expense related to an extracurricular, school-related, or other activity shall forward a copy of the bill or invoice to the other parent as soon as practicable. Absent other agreement of the parents as stated herein, reimbursement or payment shall be made within thirty (30) days of receipt of the bill or invoice.

☐ Other agreement regarding payment of expenses: _____

7. RELIGION

7.1 The parents shall consult as to the appropriate religious education and training, if any, for the child(ren). It the intention of the parties to raise the child(ren) in the: _____ faith.

8. TRANSPORTATION

8.1 _____ shall provide transportation at the commencement of his/her parenting time and _____ shall provide transportation at termination of said time. The parent who is ending their parenting time and child(ren) have no duty to wait more than 30 minutes for the parent who is beginning their parenting time to arrive. If a party is more than 30 minutes late for his/her parenting time, they shall communicate with the other parent regarding the delay and shall be solely responsible for making alternate arrangements with the other parent. An exception shall be made if, and only if, the tardiness of the party beginning parenting time is for just cause and the party has given the other party notification and a reasonable arrival time.

8.2 Both parents acknowledge their responsibility to discuss activities important to the child(ren) in advance, including times, dates and transportation needs, so that the child(ren) are not deprived of activities and maintaining friendships. The parent who has the child(ren) will take the responsibility for transportation, as agreed, to scheduled activities and to school.

9. DISCIPLINE

9.1 The parents shall consult with each other regarding consistent and appropriate forms of discipline. The parent with whom the child(ren) are in residence shall make the day to day decisions regarding discipline and shall advise the other parent immediately of his or her serious concerns about the child(ren)'s behavior. The parents shall strive to maintain consistent methods of discipline in the child(ren)'s best interest.

10. DISPUTE RESOLUTION

10.1 To implement the provisions of this Shared Parenting Plan for the benefit and best interests of their child(ren), the parties agree that before a court hearing regarding any

major disagreement related to the child(ren), the parties shall engage in one of the following to resolve disagreements: 1) Mediation or 2) Collaborative Process as set forth in O.R.C. § 3105.44. The parties agree to attend one session unless a mediator or collaborative professional determines that mediation or collaboration would be unproductive.

- 10.2 The cost of any shared or neutral professionals shall be divided equally between the parties unless otherwise agreed, or unless the Court orders costs allocated on some other basis. The parties agree that they shall use the designated process to resolve disputes relating to the implementation of this plan, but it is not required in matters of financial dispute or modification of child support. The parties may file the appropriate motions with the Court prior to the completion of mediation or collaboration, however, no hearing will be scheduled until the process is completed, unless the Court otherwise orders.

11. MISCELLANEOUS

- 11.1 Findings of Fact and Conclusions of Law pursuant to O.R.C. §§ 3109.04, 3109.051 and 3109.052 are hereby waived, are not required, or have been addressed elsewhere by the Court.
- 11.2 Any keeper of any record who knowingly fails to comply with this plan or O.R.C. § 3109.051(H), and any school official or employee who knowingly fails to comply with this order or O.R.C. §3109.051(J) may be subject to contempt of Court.
- 11.3 Willful non-compliance by a parent/party with this plan may result in a finding of contempt resulting in thirty (30) days to ninety (90) days incarceration, a \$250.00 to \$1,000.00 fine, and an award of the moving party's attorney fees and costs.
- 11.4 By signature on this plan, the parents knowingly and voluntarily waive any requirement that the Court issue separate findings of fact/conclusions of law pursuant to O.R.C. §§ 3109.04, 3109.051 and 3109.052.

12. REPRESENTATION

- 12.1 Both parents have/have not [circle one] at all times been represented by counsel.

12.2 Parent 1 is represented by _____ Esq., Phone: _____

12.3 Parent 2 is represented by _____ Esq., Phone: _____

13. CONTINUING JURISDICTION

13.1 The Hamilton County, Ohio, Court of Domestic Relations shall retain jurisdiction enforce and/or modify any and all provisions of this Shared Parenting Plan in the best interest of the minor child(ren) as provided by law.

14. ENTIRE PLAN

14.1 This Shared Parenting Plan contains the entire Shared Parenting Plan and orders of this Court, and there are no representations, warranties, covenants, or undertakings other than those expressly set forth.

15. INCORPORATION INTO DECREE

15.1 This Shared Parenting Plan, as approved and adopted by the Court herein, shall be incorporated into a Shared Parenting Decree and entered as said Order of the Court.

RESPECTFULLY SUBMITTED

PARENT 1

PARENT 2

DATE

DATE

ATTORNEY FOR PARENT 1

ATTORNEY FOR PARENT 2