

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

Name: _____	:	Case No. _____
Address: _____	:	
_____	:	Judge _____
Phone: _____	:	

Plaintiff,

: **Shared Parenting Agreement**

and

Name: _____	:	
Address: _____	:	
_____	:	
Phone: _____	:	

Defendant.

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 _____

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 Divorce with Children.

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 Plaintiff 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 Defendant 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. **Both Parties shall provide** and maintain health insurance for the benefit of the minor child(ren).

Primary Insurance (check one)

Plaintiff

Defendant

Secondary Insurance (check one)

Plaintiff

Defendant

Plaintiff's insurance carrier is _____,
whose address is _____.

Defendant'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/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 Plaintiff _____ % by Defendant

I. Child Support

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

1. Plaintiff Defendant shall pay to Defendant Plaintiff for the support of the Parties’ child(ren), the sum of \$_____ based upon the attached Child Support Worksheet,

Or

2. 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. Plaintiff Defendant shall pay to Defendant Plaintiff 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 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 self-supporting, 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 Plaintiff _____ % by Defendant

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. Plaintiff shall be entitled to claim the following child(ren) as their dependent(s) for income tax purposes: _____

2. Defendant shall be entitled to claim the following child(ren) as their dependent(s) for income tax purposes: _____

For the Plaintiff or Defendant 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, 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:

_____.

Dated at _____, Ohio, this _____ day of _____ 20_____.

Witness

Plaintiff's Signature

Witness

Acknowledgment

State of Ohio

County of _____

This Shared Parenting Agreement was signed and acknowledged before me by
_____ this _____ day of _____, 20_____.
(Plaintiff)

Notary Public, State of Ohio
My Commission Expires _____

Witness

Defendant's Signature

Witness

Acknowledgment

State of Ohio
County of _____

This Separation Agreement was signed and acknowledged before me by
_____, this _____ day of _____, 20_____.
(Defendant)

Notary Public, State of Ohio
My Commission Expires _____