

**HAMILTON COUNTY COURT, OHIO OF COMMON PLEAS  
JUVENILE DIVISION**

Case No. F - \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Child(ren) Names

**PROPOSED SHARED PARENTING PLAN**

This Proposed Shared Parenting Plan, by and between \_\_\_\_\_ (hereinafter referred to as "Parent 1") and \_\_\_\_\_ (hereinafter referred to as "Parent 2") is submitted by Parent 1/Parent 2 (circle one). Both parents hereby request the Court, pursuant to Ohio Revised Code section 3109.04 (D)(1)(a)(i, ii, or iii) to grant the parents the shared parenting of the following child(ren):

Name: _____	D.O.B: _____
Name: _____	D.O.B: _____
Name: _____	D.O.B: _____
Name: _____	D.O.B: _____

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).

Neither parent has been convicted of or pleaded guilty to a violation of Ohio Revised Code section 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 an abused child, or has acted or contributed in any manner resulting in a child being a neglected child.

This Plan allocates the parental rights and responsibilities for care of the minor child(ren) to both parents, and the care of the minor child(ren) shall be their joint responsibility as set forth in this Plan. Parent 1 and Parent 2 will be required to share all aspects of the physical and legal care of the minor child(ren) in accordance with this Plan. Parents will cooperate with each other in establishing mutually acceptable guidelines and standards for the development, education, and health of the minor child(ren). The parties shall discuss and resolve all major issues jointly. Both parents recognize that regardless of place of residence, the best interest and welfare of the minor child(ren) can be fully served by their mutual cooperation as equal partners in parenting. Neither parent will do anything that may estrange the child(ren) from the other parent, or that may hamper the child(ren)'s natural development of affection for the other parent.

**1. PHYSICAL LIVING ARRANGEMENTS**

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

1.2 Both Parents shall be designated the residential parent for school purposes.

1.3 Parent 1 shall have the following parenting time (write specific days/times that child/children will be with Parent 1): \_\_\_\_\_

\_\_\_\_\_

Parent 2 shall have the following parenting time (write specific days/times that child/children will be with Parent 2): \_\_\_\_\_

\_\_\_\_\_

1.4 Holidays with each parent shall be shared by agreement of the parents. In the event the parents are unable to agree as to holidays, they shall adopt the Juvenile Court Standard Holiday Schedule. The Juvenile Court Standard Holiday Schedule is attached hereto and incorporated herein.

1.5 Parents may celebrate additional days of special meaning in which the child(ren) should be permitted to participate. These days of special meaning include, but are not limited to, a parent's wedding, extended family birthday celebrations, anniversaries, funerals, religious holidays, and cultural holidays. Parents should discuss these special days as they arise, and cooperate to ensure the child(ren) are included in days of special meaning with either parent.

1.6 Each parent shall exercise reasonable telephone communication in a manner designed to minimize interference and interruption to the other parent's time with the minor child(ren). Reasonable telephone communication is defined as once per day. Neither parent will contact the minor child(ren) during the school day or after the child(ren)'s bedtime, unless there is an emergency.

1.6 Each parent shall have up to three (3) weeks of extended parenting time (vacation) with the child(ren). Up to two (2) weeks of extended time may be used consecutively. Extended time may not be tacked on to the parent's regular parenting schedule, and shall not be used in any malicious manner to eliminate or undermine the other parent's parenting time. Neither parent may remove the child(ren) from school to exercise extended parenting time, unless otherwise agreed by both parents.

The vacationing parent must notify the other parent via email or text message at least thirty (30) days in advance of the first day of their proposed vacation time. A parent must only give NOTICE of extended parenting time; a parent does not REQUEST or ASK PERMISSION for use of extended parenting time. If both parents wish to exercise the same date(s) for extended parenting time, the parent who first properly notified the other, via email or text message, is granted the extended parenting time.

If either parent intends to leave Cincinnati's Tristate Area during their extended time, the parent shall provide the other parent with the following information regarding travel plans at least one week prior to departure: destination, accommodations/where the child(ren) will be staying, method of travel (including flight information), and contact information where the child(ren) can be reached.

All expenses incurred on vacation (except emergency medical expenses of the child(ren)) are the responsibility of the vacationing parent.

1.7 Either parent 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). In the event they disagree as to modification, and either parent files a motion with the Court, the parents shall utilize mediation or counseling before a trial date will be set with the Court.

1.8 Each parent will provide a bedroom(s) for the child(ren) separate from the parent's room.

## 2. RELOCATION

2.1 If either parent desires to relocate, the relocating parent must notify the Court of their intent to relocate and provide the Court with a new residence address promptly. Said notice shall be filed with Juvenile Court Clerk, who will forward a copy to the Clerk of Courts and the other parent, except as provided in Ohio Revised Code section 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 with notice to both parents to determine whether it is in the best interest of the minor child(ren) to revise the Shared Parenting Plan for the minor children.

2.2 Neither parent may remove the child(ren) from Hamilton County or its contiguous counties (i.e. Butler, Warren, Clermont, Kenton or Campbell counties) and establish residence for them in another county without first obtaining a court order or an agreed entry permitting such removal.

The current address for Parent 1 is: \_\_\_\_\_

\_\_\_\_\_

The current address for Parent 2 is: \_\_\_\_\_

\_\_\_\_\_

## 3. CHILD SUPPORT, TAX EXEMPTIONS, HEALTH INSURANCE

3.1 Pursuant to Hamilton County Juvenile Court Local Rules, all matters of child support, tax exemptions, and health insurance shall be addressed under a separate Juvenile Court Paternity and Child Support case number, unless legally able to be waived.

Please check one:

- Yes, there is a current child support case for this child(ren) under case number:  
P-\_\_\_\_\_ and (check one):
  - The support order does not need addressed based on this agreement.
  - The support order needs addressed based on this agreement.
- There is not a current child support case for this child(ren). The parties agree they will file for child support in Hamilton County Juvenile Court.
- There is not a current child support case for this child(ren). The parties agree they do not intend to file a child support case at this time.

3.2 The parents shall jointly select a primary physician and dentist and shall make joint decisions in collaboration with them. Either parent may obtain at his/her own expense a second opinion. Both parents shall have equal access to all information and records concerning the minor child(ren)'s health. Whichever parent has

the child(ren) shall make the primary decision regarding emergency medical needs. Each parent shall notify the other immediately in the event of a medical emergency involving the minor child(ren).

#### **4. ACCESS TO RECORDS**

Pursuant to O.R.C. 3109.051(H) and 3319.321(B)(5)(a), the parents are notified as follows:

Except as specifically modified or otherwise limited by Court order or by law, both parents are entitled to equal access to any record that is related to the child(ren), including school and medical records. Any keeper of a record, public or private, who knowingly fails to comply with this order may be found in contempt of court.

##### Daycare Center Access Notice

Pursuant to O.R.C. 3109.051(I), the parents are notified as follows: Except as specifically modified or otherwise limited by Court order or by law, both parents are entitled to equal access to any day care center that is or will be attended by the child(ren).

##### School Activities Notice

Pursuant to O.R.C. 3109.051(J), the parents are notified as follows: Except as specifically modified or otherwise limited by Court order or by law, both parents are entitled to equal access to any student activity that is related to the child(ren). Any school official or employee who knowingly fails to comply with this order is in contempt of court.

#### **5. SCHOOL**

5.1 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 public/private/parochial schools (circle one).

5.2 Both parents recognize that the child(ren) legally may attend either parent's school system. Currently, \_\_\_\_\_'s residence is used for school registration purposes, and the child currently attends \_\_\_\_\_ (school district), although parents may change school district by agreement in writing.

#### **6. TRANSPORTATION**

6.1 Unless otherwise agreed by the parties, each parent shall provide transportation at the beginning of their respective parenting times.

6.2 The parent who has the child(ren) in his/her care will be responsible for transportation to school, medical appointments, and scheduled activities.

#### **7. ACTIVITIES AND COMMUNICATION**

7.1 The parents shall communicate to promote the best interests of their child(ren). Both parents shall use their best efforts to enhance the respect, love, and affection of the child(ren) toward the other parent. Neither parent shall involve the child(ren) in disputes, or purposely schedule or encourage future events or activities which conflict with the other parent's parenting time. The child(ren) shall not be utilized to deliver messages that could create stress upon them in any way or put them in the middle of a matter between the parents, except in the event of an emergency. In order to ensure co-parenting on a successful basis, neither parent shall make

derogatory comments about the other in the presence of the child(ren), nor shall either parent allow family members or friends to undermine the loving relationship between parent and child(ren).

7.2 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.

7.3 Both parents shall discuss and agree upon extracurricular activities the child(ren) may be interested in prior to registration. Agreement for the child participating in any extracurricular activity shall not be unreasonably withheld. The parties further agree that school fees, field trips, school supplies, out-of-pocket medical expenses, and agreed upon extracurricular activities (including uniforms and any necessary gear) shall be shared equally (50/50). If the parties do not agree on an extracurricular activity for the child, the party enrolling the child in such activity shall pay the total expense. The parties agree to notify the reimbursing parent within thirty (30) days of the expense, and the reimbursing parent shall reimburse or pay their portion directly to the provider within thirty (30) days of receiving notice of the expense.

## **8. DISCIPLINE**

8.1 Parents shall consult with each other regarding consistent and appropriate forms of discipline. The parent with whom the child(ren) are in residence at that time shall make the day-to-day decisions regarding discipline and shall advise the other parent immediately of his or her serious concerns about the minor child(ren)'s behavior. The parents shall strive to maintain consistent methods of discipline in the child(ren)'s best interest. Neither parent shall impose any form of discipline that interferes with the other parent's parenting time, without that parent's consent.

## **9. MEDIATION**

9.1 In an effort to implement the provisions of this Shared Parenting Plan, the parents shall, in the event of any major disagreement between them relating to the minor child(ren) and prior to any court hearing, attend co-parenting counseling, mediation and/or non-binding arbitration with qualified individuals knowledgeable about the subject matter on which they disagree in an effort to resolve all disagreements that they themselves are unable to resolve. Parties choosing co-parenting counseling or mediation shall attend at least three (3) sessions of either process unless the process is deemed unproductive and terminated prior to the completion of three sessions by the counselor or mediator. The parties shall equally share the cost of any process chosen, unless they agree otherwise, or unless the Court orders costs allocated on some other basis. The parties may file the appropriate motions prior to the completion of the process chosen. However, no trial shall be held, except by order of the Court, until the process is completed.

## **10. MISCELLANEOUS**

10.1 Findings of Fact and Conclusions of Law pursuant to Ohio Revised Code (O.R.C.) section 3109.04, 3109.051 and 3109.052 are hereby waived, are not required, or have been addressed elsewhere by the Court.

10.2 Any keeper of any record who knowingly fails to comply with this plan, or a division (H) of section 3109.051 of the Ohio Revised Code, and any school official or employee who knowingly fails to comply with this order or division (J) of section 3109.051 of the Ohio Revised Code is in contempt of Court.

10.3 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.

10.4 By signing this Plan, the parents knowingly and voluntarily waive any requirement that the Court issue separate findings of fact/conclusions of law pursuant to Ohio Revised Code 3109.04, 3109.051 and 3109.052.

**11. CONTINUING JURISDICTION**

The Hamilton County Juvenile Court, Ohio, shall retain jurisdiction to 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.

**12. ENTIRE PLAN**

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 what is contained in this agreement.

\_\_\_\_\_  
Print Name: Parent 1

\_\_\_\_\_  
Print Name: Parent 2

\_\_\_\_\_  
Signature: Parent 1                      Date

\_\_\_\_\_  
Signature: Parent 2                      Date

\_\_\_\_\_  
Magistrate

\_\_\_\_\_  
Judge