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

Jane Doe, Petitioner 100 Main Street Columbus, OH 43201 (800) 555-1234 DOB: 01/01/1970	))))))	Date: _____ Case No: _____ File No: _____
And	))	CSEA No: _____
John Doe, Petitioner 100 Main Street Columbus, OH 43201 (800) 555-1234 DOB: 01/01/1968	)))))	Judge: _____

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SHARED PARENTING PLAN

The parties hereto, Jane Doe, the Mother, and John Doe, the Father, of the minor child, to wit: Ann Doe, age fifteen (15), born January 1, 1997, agree that it is in the best interests of the minor child to be in the shared parenting of the parties.

A. Preamble

The parties acknowledge that each is a caring and appropriate parent, with the ability to provide guidance, concern and a proper home life for the minor child. The parties hereto understand and recognize that divorce can be a painful and traumatic event in the life of their minor child and that in order to alleviate the potentially harmful effects of such an event, both parents agree to take all steps reasonably possible to show the minor child the depth and continuing nature of their parental commitment.

The parties further acknowledge and agree that in order for this Plan to function in the best welfare and interest of the minor child, the parties must each respect the discretion to be exercised by the other when the child is in placement of the other, and that reevaluating, second-guessing, and berating the decision-making process or decision of the other party will only serve to destroy the intent and purpose of this Plan.

The parties therefore agree that while the child is in the respective possession or placement of the other, each will respect and support the decision made by the other, unless the circumstances dictate the inappropriateness or detrimental impact of the decision as it relates to the child.

The parties agree that inasmuch as they are terminating their marriage without consideration of fault, and that each has a right to an independent life as an adult, they will not longer use their reactions to the other's behavior or actions in any manner in dealing with the child.

The parties further agree that there shall be open and free private communication between the child and each parent above and beyond the minimum set forth in this Plan.

The child shall have regular telephonic communication with each parent, except as may be otherwise provided for herein.

Further, each party shall sign any and all documents as may be necessary to provide full and complete access to the other parent for all school, medical, dental, or other records for the minor child.

Both parents believe that it is in the best interest of their minor child to make this positive statement of intent and purpose concerning the mutual love and commitment which they share toward their child. As part of their shared parenting plan, both parents shall abide by the following guidelines:

1. Provide the child with an emotional environment in which he/she is free to continue to love each parent and to spend time with them.

2. Encourage good feeling from the child about the other parent and their extended family.

3. Encourage the child to remember the other parent on special occasions, allowing them to telephone on a reasonable basis, the time and length of the phone calls to be in accordance with family rules.

4. Communicate with the parent openly, honestly, and regularly to avoid misunderstandings which are harmful to the minor child.

5. Plan together as parents rather than through the child.

6. Plan and consult with the other parent in advance for the time with the child.

7. Do not take sides or take issue with decisions or actions made by the other parent, especially in front of the child.

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8. Present a united front on the handling of any problems with the child.

9. Refrain from arguing, fighting, or degrading the other parent in the presence of the child.

10. Refrain from withholding time with the other parent as a punishment to the child or the other parent.

11. Take a consistent and predictable role in the child's life, using time with the child to strengthen a relationship with the child.

12. Use discretion as to the time and frequency of phone calls to the child.

13. Realize that time with the child and financial support are two separate areas and that one has no legal affect on the other.

14. Except for emergencies, make changes and plans by mutual agreement with reasonable notice to the other parent.

15. Be flexible in arranging dates and times with the child so these plans do not interfere with important family events or prior planned activities of the other parent.

16. Time schedule of the child should be observed strictly. The late parent should phone, leaving word as to the reason for the lateness and estimated new time.

17. Refrain from burdening the child with adult worries, i.e. financial, career, social.

18. Behave discreetly with other people in the child's presence.

19. Treat the child as a unique person with respect to feelings and needs.

20. Each party shall notify the other as soon as reasonably possible of any hospital confinement and/or serious illness of the child.

The shared parenting plan of the parents herein is to resolve issues of the major decisions concerning the child's health, social situation, morals, welfare, education, and economic environment.

The shared parenting plan shall further resolve the right to be the child's legal guardian.

Shared parenting is a right by order of the court which confers the obligation and duty to protect, train and discipline the child and to provide food, shelter, legal services, education, and ordinary medical and dental care of the child.

In shared parenting, both parties acknowledge that the child has rights and the following are the minimum rights of their child:

1. The right to a continuing relationship with both parents.

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2. The right to be treated as an important human being, with unique feelings, ideas and desires.

3. The right to continuing care and guidance from both parents.

4. The right to know and appreciate what is good in each parent without one parent degrading the other.

5. The right to express love, affection, and respect for each parent without having to stifle that love because of fear of disapproval by the other parent.

6. The right to know that the parents' decision to divorce was not the responsibility of the child.

7. The right not to be a source of argument between the parents.

8. The right to honest answers to questions about the changing family relationships.

9. The right to be able to experience regular and consistent contact with both parents and the right to know the reason for any cancellation of time or change of plans.

10. The right to have a relaxed, secure relationship with both parents without being placed in a position to manipulate one parent against the other.

As part of shared parenting, both parents shall have the right to:

1. Reasonable access and unhampered contact with the child after reasonable prior notice to the other party.

2. Right to be notified in case of a child's "serious illness".

3. Right to inspect and receive the child's medical and dental records, and a right to consult with any treating physician or dentist of the child.

4. Right to consult with school officials concerning the child's welfare and educational status, and the right to inspect and receive student records.

5. Right to receive and have forwarded promptly from the appropriate parent or school, copies of all school reports, calendar of school events, notice of parent/teacher conferences and school programs.

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B. Residence of the Child

Subject to further agreement of the parties and of the Court, the parties hereby agree that the allocation of parental rights and responsibilities of the parties' minor child shall be shared jointly between Father and Mother, however, the Mother, Jane Doe, is hereby designated as the residential parent and legal custodian with whom the child makes her residence on an ongoing basis, and residential parent and legal custodian for school purposes, until further modified by the Court. Father and Mother further agree that they shall consult with each other concerning all matters involving the minor child, understanding that the best interests of the child is the most important consideration.

C. Parenting Time

The non-residential parent shall have the right to parenting time with the minor child as follows:

The Father shall be entitled to parenting time with the minor child to include every other weekend, beginning on Friday at 8:00 pm and ending on Sunday at 4:00 pm.

D. Grandparent Parenting Time

Each party hereby agrees that he or she will afford parenting time with his or her parents, and neither party shall interfere with the exercise of said grandparent parenting time.

E. Child Support

The Father shall pay to the Mother, through The Office of Child Support of the Department of Jobs and Family Services, the sum of $150.00 per month plus a two percent (2%) processing charge, as and for child support for the minor child, until such time the child graduates from high school or reaches the age of eighteen (18) years, whichever occurs last, unless and until the child is sooner emancipated, marries, or dies in accordance with Ohio Revised Code Section 3119.86. Child support payments shall begin upon the judge's entry of the *Decree of Shared Parenting*. The Father is responsible for making payments directly to the Ohio Child Support Payment Central ("OCSPC") until such time as a withholding or deduction order takes effect. Any payment made directly to the residential parent and not through the OCSPC shall be deemed a gift and not credited to the support account.

Both parties hereby acknowledge that the issues of custody, parenting time, and child support are all subject to further order of the Court.

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Father and Mother further agree that the Mother shall be entitled to claim the minor child for all income tax exemption purposes each and every year.

Father and Mother further agree that Father shall be responsible for the educational expenses incurred by or on behalf of the minor child.

F. Legal Release and Waiver of Confidentiality

Father and Mother hereby agree that each party shall have full, total, and complete access to all academic and medical records and reports, and shall have the opportunity for input in all academic and medical areas.

Father and Mother hereby waive any and all confidentiality rights or privileges that may in any way bar or hinder the other parent from obtaining information regarding the whereabouts, welfare, status, or any other circumstances of the child involved, including, but not limited to, her actual whereabouts, phone numbers, people, persons, and/or organizations exercising direct child care responsibilities on any basis, and names and identity and activities of any members of a child's household, even on a part-time basis, who may have significant influence on the child or her circumstances or any information that may reasonably lead to such particulars.

G. Health Insurance and Medical Expenses

Father shall maintain medical insurance for the benefit of the minor child.

The parties agree that any unreimbursed medical, dental, optical, and hospital expenses shall be paid by Father.

H. Education

Both parties recognize the value and desirability of making available to their child a post-high school education. Both parents agree to assist the child in attending a college, university and/or school of higher education and to assist in the payment of expenses which are not paid by grants or scholarships and which expenses include tuition, transportation, room, board, books and other necessary expenses. Nothing herein, however, shall be construed as a binding, legal obligation on either party to pay for any post-high school education.

I. Records

The parties agree that it is in the best interests of the minor child that each party be entitled to access to all records pertaining to the child. Any keeper of a record who knowingly fails to comply with this provision is in contempt of court.

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J. Relocation of Parent

In the event that Mother intends to relocate her residence outside of Franklin County, Ohio, she agrees to notify Father of her intent to do so or obtain a court order in accordance with Ohio Revised Code 3109.051(G). Also, the parties agree to act in good faith in creating a parenting schedule which will afford each party essentially the same amount of time they now enjoy.

K. Extracurricular Activities

The parties agree that Father shall be responsible for any and all extracurricular expenses incurred by or on behalf of the minor child.

L. Daycare Access

Pursuant to Ohio Revised Code Section 3109.15(I), the parties hereto are hereby notified as follows: Except as specifically modified by court order, and in accordance with Ohio Revised Code Section 5104.011, the non-residential parent is entitled to access to any daycare center that is or will be attended by the child to the same extent that the residential parent is granted access to the center.

M. Miscellaneous

Both parents shall have reasonable telephone access to the child when the child is in the possession of the other parent.

N. Mediation

In the event of a dispute between the parties as to any terms, conditions, rights or obligations hereunder, the dispute shall first be mediated by a qualified child psychologist or mental health professional agreed upon by the parties or appointed by a representative of each party in the event they cannot agree on a mediator. Only in the event of a failure of mediation shall this Agreement be referred to the Court for determination of each party's rights and obligations.

The parties further agree that they will share the cost of the mediation equally unless the mediator states that one or the other shall have a greater cost.

O. Acknowledgment

By signing this Agreement, both parties acknowledge they are in full agreement as to all of the terms and obligations hereunder.

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P. Modification

The parties agree that their Agreement for Shared Parenting may be modified by further agreement of the parties or by further order of the Court.

Date:

_____

John Doe

Date:

_____

Jane Doe

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STATE OF _____)
COUNTY OF _____)

I HEREBY CERTIFY that on this _____ day of _____, 20__, before me, the subscriber, a Notary Public of the State of _____, in and for _____ County aforesaid, personally appeared John Doe, and made oath in due form of law that the matters and facts set forth in the foregoing Shared Parenting Plan are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

_____
NOTARY PUBLIC
My commission expires: _____

STATE OF _____)
COUNTY OF _____)

I HEREBY CERTIFY that on this _____ day of _____, 20___, before me, the subscriber, a Notary Public of the State of _____, in and for _____ County aforesaid, personally appeared Jane Doe, and made oath in due form of law that the matters and facts set forth in the foregoing Shared Parenting Plan are true to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

_____
NOTARY PUBLIC
My commission expires: _____

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