Example of a Shared Parenting Agreement based on the laws of the State of Ohio.

This sample shared parenting agreement is only an example and is not intended as legal advice. If you have questions of a legal nature you should consult with an attorney.

GEAUGA COUNTY COURT OF COMMON PLEAS
TIMOTHY J. GRENDELL, JUDGE
Probate / Juvenile Division

February 2018

IN THE COURT OF COMMON PLEAS
JUVENILE DIVISION
GEAUGA COUNTY, OHIO

_____	:	CASE NO._____
Plaintiff		
	:	I.D. NO._____
vs.		
	:	JUDGE TIMOTHY J. GRENDELL
_____		
Defendant	:	SHARED PARENTING PLAN PURSUANT TO OHIO REVISED CODE SECTION 3109.04

Now comes _____ and _____ and hereby request that the Court adopt this Shared Parenting Plan as to the care of their minor child(ren),

Child 1_____, D.O.B _____

Child 2_____, D.O.B _____

Child 3_____, D.O.B _____

Child 4_____, D.O.B _____

Child 5_____, D.O.B _____

_____ is sometimes referred to as Father and _____ is sometimes referred to as Mother.

This plan for Shared Parenting is submitted pursuant to Ohio Revised Code Section 3109.04. _____ and _____ are each hereby designated as the shared parents and legal custodians of their son(s)/daughter(s),

Child 1_____, D.O.B _____

Child 2_____, D.O.B _____

Child 3_____, D.O.B _____

Child 4_____, D.O.B _____

Child 5_____, D.O.B _____

ARTICLE 1

_____ (Mother/Father) shall be primary residential parent. Each party will have responsibility for the minor child(ren)'s care, guidance and maintenance while the child is with the parent. Each party will inform the other on a regular basis by telephone, email or notebook with respect to any problems relating to the child(ren)'s health, well-being and education, which will at all times be of

paramount consideration to the Father and Mother. In order to assist in keeping each other fully informant, both parents agree to telephone, email the other parent or send information, messages or other questions by text.

In the event of an emergency, the parties shall always telephone the other party and/or extended family as appropriate. Parenting time shall be as the parties agree taking the child(ren)'s wishes into consideration, but in the event they cannot agree, as set forth in Exhibit "1".

ARTICLE 2

Each party shall endeavor to create and foster a feeling of genuine affection between the child(ren), both parties and extended family, and neither party shall do anything or permit another person to do anything which shall, or may tend to estrange the child(ren) from the other party or extended family, nor in any way impair the love or affection of the child(ren) for the other party. Each party will encourage the child(ren) to love, know and respect the other party and extended family. Neither party shall in any manner, either directly or indirectly, interfere with the physical possession schedule set forth herein. Both Father and Mother shall refrain, or shall prohibit all other family members, from using foul or abusive language directed to the other parent or his/her extended family, whether in the presence of the child(ren) or otherwise.

ARTICLE 3

Each party shall be free, and are encouraged when the child(ren) is/are of school age, to attend all of the child(ren)'s school events and extracurricular activities. The parties agree to be courteous and respectful of each other and extended family while attending these activities.

ARTICLE 4

Father and Mother shall attempt to consult and agree upon the selection of appropriate professionals to render services to their minor child(ren), including but not limited to physicians and/or dentists. In the event they cannot agree after consultation, the _____ (Mother/Father) shall have the final decision subject to Further Order of the Court. The parties acknowledge that the child(ren)'s current medical providers are as follows:

Child 1:_____

Physician Name and Address:_____

Dentist Name and Address:_____

Child 2:_____

Physician Name and Address:_____

Dentist Name and Address:_____

Child 3:_____

Physician Name and Address:_____

Dentist Name and Address:_____

Child 4:_____

Physician Name and Address:_____

Dentist Name and Address:_____

Child 5:_____

Physician Name and Address:_____

Dentist Name and Address:_____

The parties will consult regarding any medical, optical, dental, therapeutic or dietary issues that arise. If the parties cannot agree about diet/nutrition matters for the child(ren), they shall strictly follow the advice of the child(ren)'s pediatrician. In the event of a medical emergency, both parties shall have the right to obtain and consent to medical treatment. The parent shall call the other parent immediately.

ARTICLE 5

_____ (Mother/Father) is designated residential parent for school purposes when the child(ren) is of school age. The parties agree that their child(ren) shall attend public school in the district in which _____ (Mother/Father) is residing when the child is of school age. Subject to further Court Order or written agreement signed by both parties that the child may attend school somewhere else. _____ (Mother/Father) shall have final decision making about educational course work, taking the child(ren)'s wishes and the recommendation of the school guidance staff into consideration. The parties will each pay fifty percent (50%) of any school related costs, fees, school trips and extracurricular cost for the child(ren).

ARTICLE 6

Neither parent shall drive the child(ren) if consuming alcohol or other intoxicant, nor allow any other person to drive the child(ren) who is under the influence of an intoxicant.

ARTICLE 7

Subject to Court Order, the _____ (Mother/Father) owes a duty of support to the _____ (Mother/Father) for the support of:

Minor Child 1:_____, D.O.B._____

Minor Child 2:_____, D.O.B._____

Minor Child 3:_____, D.O.B._____

Minor Child 4:_____, D.O.B._____

Minor Child 5:_____, D.O.B._____

_____ (Mother/Father) shall pay to _____(Mother/Father), as Obligee, the sum of $_____, per month, when private medical insurance is available or the sum of

$_____, per month, when private medical insurance is not available, and $_____, per month, for cash medical support. The effective date of this obligation is _____.

The parties shall divide the uncovered and unreimbursed expenses including co-pays and deductibles for medical, dental, orthodontia or prescription care received by the child(ren), Father _____%, Mother _____%. The effective date of this obligation is _____. Each party shall provide documentation for any payment(s) made by him or her on behalf of the child(ren) to the other party and that party shall reimburse the other within thirty (30) days.

Subject to Court Order, the obligations for child support, co-pays and deductibles for medical, dental, orthodontia or prescription care for the parties child(ren), shall continue until the child(ren) is/are eighteen (18) and graduates from high school, whichever is later.

Notwithstanding Section 3109.01 of the Ohio Revised Code, the parental duty of support to the child(ren) shall continue so long as the child(ren) continuously attend(s) on a full-time basis any recognized and accredited high school, even when such child has attained the age of majority. Such duty of support shall continue during seasonal vacation periods.

ARTICLE 8

Subject to Court Order, commencing for calendar year _____ and each year thereafter pending further Order of the Court, Mother shall be entitled to claim the IRS dependency exemption in even numbered years and Father shall be entitled to claim the IRS dependency exemption in odd numbered year for:

Child 1, _____, D.O.B._____

Child 2, _____, D.O.B._____

Child 3, _____, D.O.B._____

Child 4, _____, D.O.B._____

Child 5, _____, D.O.B._____

The parent not claiming the IRS dependency exemption in a given year shall sign the IRS Form 8228.

_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name