

COSHOCTON
PRO SE INSTRUCTIONS FOR DISSOLUTION OF MARRIAGE
(with Minor Children)

These forms will allow you to prepare, file and obtain a Dissolution of Marriage without an attorney. You must follow these instructions to obtain your Dissolution of Marriage.

1. Before filing your Dissolution, the Petition, Separation Agreement, Shared Parenting Agreement, Financial Affidavit for Child Support Worksheet (Husband and Wife), Affidavit of Group Health Insurance Coverage, Child Custody Information (UCCJEA) and Application for Child Support Services must be properly filled out, signed, witnessed and notarized. Also, a Child Support Worksheet will need to be completed online and printed out to file with the other documents. The Child Support Worksheet can be found by going to www.coshoctonjfs.org – you will then click on “Child Support” – scroll to the bottom of the page where you will see a large dollar sign “\$”. Click on the dollar sign and follow the instructions to complete the Child Support Worksheet. The Clerk of Courts’ staff cannot aid or answer questions on the completion of these forms. If you do not correctly execute these documents, they may not be accepted by the Court.
2. Both parties must sign the written Separation Agreement.
3. If both you and your spouse have indicated, on question 9 of the financial affidavit, that you do not have insurance for your children, you should contact the Coshocton County Department of Job and Family Services at (740) 622-1020 to see whether your children or family may be eligible for free health insurance. If you are the custodial parent and are having money voluntarily taken out of your paycheck for health insurance for your children, you may also want to contact the Coshocton County Department of Job and Family Services to see if you are eligible for free health insurance for your children.
4. After you have all of the documents listed in Paragraph 1 filled out and signed, you need to take the original and three (3) copies of them to the Coshocton County Clerk of Courts, located on the second floor of the Courthouse, at 318 Main Street, Coshocton, Ohio.
5. Give the original and all copies to the Clerk of Courts. If both parties have executed a Waiver of Service, they will return two (2) copies to you, one for each party in the action.
6. You must pay a filing fee at the time that the papers are filed. The filing fee for Dissolution of Marriage with minor Children is \$150.00. This must be paid at the time you file your papers unless you qualify for a waiver of fee. If you have any questions regarding your eligibility for a waiver of filing fee, you should call Southeastern Ohio Legal Services at (330) 339-3998 or (800) 686-3670.
7. The law requires that your hearing occur thirty (30) to ninety (90) days after you file your papers with the Clerk of Courts.
8. The Court will set the hearing within that time period and notify you at the address that you have provided. If you change your address, you must notify the Court. If you have any questions regarding your hearing date, contact the Court at (740) 622-1456.

9. Both parties must appear for the hearing on the date that the Court sets. You must bring the Magistrate's Decision/Judgment Entry Decree of Dissolution, and the Dependent Health Care Order. (Please complete the top portion ONLY of these two documents prior to taking them to the hearing.
10. At the hearing, the Court will ask a few questions of both parties. If the Court grants your Dissolution, it will approve your Magistrate's Decision/Judgment Entry Decree of Dissolution and Court personnel will take that Judgment Entry to the Clerk of Courts' Office for filing and processing.

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

Name: _____	:	
Address: _____	:	Judge _____
_____	:	
DOB: _____	:	Case No. _____
Telephone #: _____	:	
Driver's License #: _____	:	
Petitioner,	:	
	:	
and	:	Petition for Dissolution of
	:	Marriage and Waiver of
Name: _____	:	Service of Summons
Address: _____	:	(with minor children)
_____	:	
DOB: _____	:	
Driver's License #: _____	:	
Telephone #: _____	:	
Petitioner.	:	

1. At least one of the Petitioners has been a resident of the State of Ohio for at least six (6) months and a resident of Coshocton County for at least ninety (90) days or more immediately prior to filing this Petition.

2. The date and place of the marriage of the parties are:
Date of Marriage: _____ Place of Marriage: _____
(City, County, State & Country)

3. The minor children born to or adopted by the parties and currently under the age of 19 are as follows:
_____ date of birth _____
_____ date of birth _____
_____ date of birth _____
_____ date of birth _____

4. The wife is not pregnant.

5. The parties have entered into the attached Separation Agreement and Shared Parenting Plan (if applicable), which provides for a division of all property, payment of all debts, child related issues and spousal support, where applicable.

6. Petitioners acknowledge that they have voluntarily entered into the attached Separation Agreement and Shared Parenting Plan (if applicable), that they are satisfied with its terms, and that they seek a Dissolution of Marriage and the Court's approval of the agreement.
7. The wife does/does not request to be restored to a former name. Former name _____

WHEREFORE, the parties petition the Court for a Decree of Dissolution of their Marriage, according to the terms of the attached Separation Agreement and Shared Parenting Plan (if applicable).

Signature of Petitioner/Wife Date

Signature of Petitioner/Husband Date

Waiver of Service of Summons

Petitioners state that they are at least eighteen (18) years of age, not under disability, waive service of summons herein, and consent to the Court herein granting a Decree of Dissolution of Marriage, incorporating the attached Separation Agreement and Shared Parenting Plan (if applicable).

Signature of Petitioner/Wife Date

Signature of Petitioner/Husband Date

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

Name: _____ :

Address: _____ :

DOB: _____ :

Telephone #: _____ :

Petitioner,

and

Name: _____ :

Address: _____ :

DOB: _____ :

Telephone #: _____ :

Petitioner.

Judge _____

Case No. _____

**Separation Agreement
(With Minor Children)**

This Separation Agreement is voluntarily made and entered into by Wife, _____, and by Husband, _____, (hereafter called "parties"), who represent the following:

A. Date of Marriage: _____ Place of Marriage: _____
(City, County, State & Country)

B. Differences have arisen between the parties and they intend to live separate and apart from each other. The parties acknowledge that they are incompatible as marriage partners.

C. By this Agreement, the parties settle, determine and provide for a division of all their property and debts, for spousal support, and for child-related issues, where applicable.

In consideration of the above and the mutual promises and agreements set forth below, the parties state as follows:

1. Separation

The parties shall live separate and apart. Each shall be free from harassment by the other. Neither party shall interfere with the activities, personal life, or privacy of the other; nor shall either engage in any course of conduct calculated to restrain, embarrass, injure, or hinder the other in any way.

2. **Division of Property**

All property, real and personal, wherever situated, which the parties own jointly or individually, or in common with each other, shall be divided as follows:

2.1 **Real Estate**(check all that apply)

- We have no real estate.
- The husband has real estate which he owned prior to this marriage, or received by inheritance, and the wife is waiving her claims to his real estate, now and in the future. The property is located at: _____

- The wife has real estate which she owned prior to this marriage, or received by inheritance, and the husband is waiving his claims to her real estate, now and in the future. The property is located at: _____

- The parties jointly own real estate and agree to dispose of it as follows:
Location: _____ Disposed of as follows: _____

- Each party shall pay and hold the other harmless from any debt owing on real estate they receive.

2.2 **Motor Vehicles**(check all that apply)

- There are no motor vehicles titled in either party's name.
- Husband shall receive, free and clear of any claims of wife, all right, title, and interest in the following motor vehicles:

VIN# _____

VIN# _____
- Wife shall receive, free and clear of any claims of husband, all right, title, and interest in the following motor vehicles:

VIN# _____

VIN# _____

Each party shall pay for, and hold the other harmless from, any debt owing on the motor vehicle(s) they receive. The Clerk of Courts is ordered to transfer any of the motor vehicles listed above if necessary.

2.3 Household Goods and Personal Property(check all that apply)

- We agree that our household goods and personal property are already divided, and we are satisfied with the division.
- Husband shall receive the following household goods: _____

- Wife shall receive the following household goods: _____

- See the attached list for the division of household goods.

2.4 Bank Accounts (checking, savings, credit union, certificate of deposit)(check all that apply)

- We agree that our accounts are already divided, and we are satisfied with the division.
- Husband shall receive the following account(s): (list the type of account and the last four digits of each account) _____

- Wife shall receive the following account(s): (list the type of account and the last four digits of each account) _____

- We have no accounts.

2.5 Stocks and/or Bonds(check all that apply)

- We agree that all stocks and/or bonds are already divided, and we are satisfied with the division.
- Husband shall receive the following stocks/bonds: _____

- Wife shall receive the following stocks/bonds: _____

- We do not have any stocks/bonds.

2.6 Pension/Profit Sharing, IRA, 401(k) and/or other Retirement Plans(check all that apply)

- We agree that these assets are already divided, and we are satisfied with the division.

- Husband shall receive the following: _____
- Wife shall receive the following: _____
- We do not have any of the above.

2.7 **Life Insurance**(check all that apply)

- We agree that the cash value of all life insurance policies has already been divided.
- Husband shall receive the following life insurance policy, free and clear of any claims of the wife: _____
- Wife shall receive the following life insurance policy, free and clear of any claims of the husband: _____
- The parties have no life insurance policies with a cash value.

3. **Spousal Support**(check all that apply)

- Neither the wife nor the husband shall pay spousal support now or in the future to the other.
- _____ shall pay spousal support to _____ in the amount of \$ _____ per month, plus a 2% processing fee, payable through the Child Support Payment Central (CSPC), P O Box 182372, Columbus, OH 43218-2372, effective _____, 20 _____, which shall terminate upon the happening of the earliest of the following events:
 1. After a period of _____ months;
 2. Death of the spouse receiving or paying the spousal support;
 3. The spouse receiving the spousal support is living with another person in a marriage-type relationship.

The parties agree the Court **shall/shall not** have continuing jurisdiction to modify spousal support. (Circle one)

4. **Debts** (check all that apply)

- Each party shall pay all debts incurred by him or her individually from this day forward, including any debts or expenses incurred after the separation and prior to the granting of divorce or dissolution, and indemnify the other party for these debts.
- We have no debts.

- The debts will be divided between us as listed:

Creditor	Purpose of Loan	Approx. Balance	Who will pay Husband/Wife (indicate)
----------	-----------------	-----------------	--

- 1.
- 2.
- 3.
- 4.
- 5.

5. Non-Use of Other's Credit

Neither party shall incur any debt or obligation upon the credit of the other. If they do, they shall repay, indemnify, and hold the other harmless as to any such debt or obligation.

6. Allocation of Parental Rights and Responsibilities

6.1 Custody

- Wife shall have custody of the following child(ren): _____

- Husband shall have custody of the following child(ren): _____

- The parties have agreed to shared parenting as set out in the attached Shared Parenting Plan.

6.2 Visitation(check one)

- The parties agree to the visitation/companionship schedules and rules set out in the Court's standard parenting order, attached as Exhibit A and incorporated herein, except as follows: _____

- The parties agree to visitation/companionship as set out in their Shared Parenting Plan attached hereto.

7. **Child Support**

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

1. Wife/Husband shall pay to Husband/Wife as and for the support of the Parties' child(ren), the sum of \$_____ based upon the attached Child Support Worksheet.

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.This deviation is in the best interest of the child(ren).

3. Wife/Husband shall pay to Husband/Wife as and 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 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.This deviation is in the best interest of the child(ren).

4. There is a current Child Support Order issued by the Child Support Enforcement Agency or County Juvenile Court (**circle one**); 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 per child, plus a processing fee of 2% or \$1.00 per month, whichever is greater, and shall be payable through the Coshocton County CSEA, 725 Pine Street, Coshocton, OH 43812.

The child support obligation shall be effective (date) _____. Any support not paid through the CSEA 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 eighteen, whichever event first occurs, provided that such support shall continue beyond the child's eighteenth birthday so long as the child continuously attends on a full-time basis any recognized and accredited high school, but not beyond the age of nineteen, 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.

8. Health and Medical Expenses - Medicaid benefits are not considered health insurance for the purposes of this section.

8.1 Each party shall have access to all medical records of the child(ren) as provided by law.

8.2 Check either 1, 2, or 3 below and complete:

If either parent or both parents currently have health insurance coverage (NOT MEDICAID) for the minor child(ren), check either box 1 or box 2 and fill in the information requested.

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 thirty (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)

- Mother
 Father

Secondary Insurance (check one)

- Mother
 Father

Mother's insurance carrier is _____,
whose address is _____

Father'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) 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, they shall obtain the insurance and 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 thirty (30) days of receipt of same.

- 8.3 **Generally, the percentage of extraordinary medical expenses is divided according to the percentage given on Lines 16a and 16b of the Ohio Child Support Guidelines Calculation; however, the parents can agree to a different percentage.**

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. This does not include orthodontia. 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 Husband _____ % by Wife

9. Tax Exemptions

9.1 Check either 1 or 2 below and complete:

1. Wife shall be entitled to claim the following child(ren) as her dependents for income tax purposes: _____

2. Husband shall be entitled to claim the following child(ren) as his dependents for income tax purposes: _____

For the non-custodian to be able to claim the child(ren) set out above, he/she must have paid substantially all their support obligation for that year. Granting of the tax exemption does not determine eligibility for the Earned Income Tax Credit program.

10. Name Change

The wife **does/does not** request she be restored to her former name of _____
(circle one)

11. Complete Disclosure

Each party has made a full and complete disclosure of their assets and property, and neither has knowledge of any other property of any kind in which the parties have any interest. In the even it is discovered that either party has failed to disclose, whether knowingly or inadvertently, an asset the value of which is greater than \$1,000.00, the other party may be entitled to one-half of its value upon written request to the Court.

12. Incorporation into Decree/Effectiveness of Agreement

If the parties jointly institute proceedings for a Dissolution, in this state or elsewhere, this agreement shall be presented to the Court in such proceeding with the request that it be adjudicated to be fair, just and proper, and that this agreement and all its terms and provisions be incorporated into the decree of the Court. If, at the time of the hearing on such Dissolution, either spouse is not satisfied with this Separation Agreement or does not wish a Dissolution of the Marriage, and if neither spouse files a motion pursuant to Ohio law to convert the Dissolution action to an action for Divorce, the Court shall dismiss the Dissolution Petition and refuse to approve this proposed Separation Agreement. In that event, then the terms and provisions contained in this Separation Agreement shall be null and void and have no further legal effect.

13. Complete Agreement

This written agreement is the complete agreement of the parties. There are no other representations, or agreements, statements, or prior written matter that shall have any effect. Each party fully understands the agreement and is signing this agreement freely and voluntarily.

No modification or waiver of any of the terms hereof shall be valid unless in writing and signed by both of the parties. No waiver of any breach or default of this agreement shall be deemed a waiver of any later breach or default of the same or similar nature.

14. Performance of Necessary Acts

Upon execution and approval by the Court of this agreement, each party shall deliver to the other party, or permit the other party to take possession of all items of property to which each is entitled under the terms of this agreement, and all periodic payments required under the terms of this agreement shall commence.

Within 15 days after journalization of a Decree of Dissolution of Marriage of the parties or of a Decree of Divorce between the parties, incorporating this agreement or any amendment or modification thereto, each party shall execute and deliver all deeds, conveyances, titles, certificates and other documents or instruments necessary and proper to effectuate all the terms of this agreement.

Upon the failure of either party to execute and deliver any such deed, conveyance, title, certificate or other document or instrument to the other party, this agreement shall constitute and operate as such properly executed document and the County Auditor, County Recorder and/or Clerk of Courts and any and all other public and private officials are authorized and directed to accept this agreement or a properly certified copy of it instead of the document regularly required for such conveyance or transfer.

15. Other

G We agree to the following additional matters: _____

16. Severability

If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall continue in full force and effect.

17. **Applicable Law**

All of the provisions of this agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

18. **Mutual Release**

Except as otherwise provided, the parties do release and forever discharge each other from any and all actions, suits, debts, claims, demands, and obligations whatsoever, both in law and in equity, which either of them ever had, now has, or may have or assert against the other upon or by reason of any matter, cause, or thing up to the date of the execution of this agreement.

Each party waives all rights of inheritance and the right to share in the estate of the other, and waive all rights which would otherwise be available as a surviving spouse, except payments or rights included expressly in this agreement.

Petitioner/Wife's Signature

Acknowledgment

State of Ohio
County of _____

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

Notary Public, State of Ohio
My Commission Expires _____

Petitioner/Husband's Signature

Acknowledgment

State of Ohio

County of _____

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

Notary Public, State of Ohio
My Commission Expires

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

Name: _____	:	
Address: _____	:	Judge _____
_____	:	
DOB: _____	:	Case No. _____
Telephone #: _____	:	
Driver's License #: _____	:	
Petitioner,	:	
	:	
and	:	Shared Parenting Agreement
	:	
Name: _____	:	
Address: _____	:	
_____	:	
DOB: _____	:	
Telephone #: _____	:	
Driver's License #: _____	:	
Petitioner.	:	

Pursuant to §3109.04(D) of the Ohio Revised Code, the Parties hereby request the Court to grant to 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 _____ |
- 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 Petition for Dissolution of Marriage.

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, and 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. To allow the child(ren) to spend as much time as is practical with each Party; and
2. To provide that the Parties each shall share the reasonable expenses in connection with the care and support of the child(ren); and
3. In matters concerning the education, religious upbringing, and social activities, medical care and attention, the Parties shall consult and mutually agree with each other as to the best interest of said child(ren); and
4. That each Party shall be able 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.

1. For the time sharing allocated within this agreement, the Parties agree that Wife 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 Husband 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 time sharing companionship in the following manner:

- According to this Court's Visitation Schedules and Rules set out in the Court's Standard Visitation Orders attached as Schedules A, B and C and incorporated herein.

Other time sharing 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 in only a short time period prior to the occurrence of 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 thirty (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)

- Mother
 Father

Secondary Insurance (check one)

- Mother
 Father

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

Father'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.

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, they shall obtain the insurance and 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 thirty (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 Husband _____ % by Wife

I. Child Support

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

1. Wife/Husband shall pay to Husband/Wife as and for the support of the Parties' child(ren), the sum of \$_____ based upon the attached Child Support Worksheet.
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.
- This deviation is in the best interest of the child(ren).

3. Wife/Husband shall pay to Husband/Wife as and 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 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.
- This deviation is in the best interest of the child(ren).

4. There is a current Child Support Order issued by the Child Support Enforcement Agency or County Juvenile Court (**circle one**); 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 per child, plus a processing fee of 2% or \$1.00 per month, whichever is greater, and shall be payable through the Coshocton County CSEA, 725 Pine Street, Coshocton, OH 43812.

The child support obligation shall be effective (date) _____. Any support not paid through the CSEA 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 eighteen, whichever event first occurs, provided that such support shall continue beyond the child's eighteenth birthday so long as the child continuously attends on a full-time basis any recognized and accredited high school, but not beyond the age of nineteen, 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 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 and the same percentages as set forth in the child support guideline calculation, or as follows:

_____ % by Husband _____ % by Wife

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. Wife shall be entitled to claim the following child(ren) as her dependents for income tax purposes: _____

2. Husband shall be entitled to claim the following child(ren) as his dependents for income tax purposes: _____

For the Husband or Wife to be able to claim the child(ren) set out above, they must have paid all their support obligation, if any, for that year.

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 exercise;
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

Wife's Signature

Witness

Acknowledgment

State of Ohio
County of _____

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

Notary Public, State of Ohio
My Commission Expires _____

Witness

Husband's Signature

Witness

Acknowledgment

State of Ohio
County of _____

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

Notary Public, State of Ohio
My Commission Expires _____

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

Name: _____	:	
Address: _____	:	Judge _____
_____	:	
DOB: _____	:	Case No. _____
Telephone #: _____	:	
Petitioner,	:	
	:	
and	:	HUSBAND
	:	Financial Affidavit for
Name: _____	:	Child Support Worksheet
Address: _____	:	
_____	:	
DOB: _____	:	
Telephone #: _____	:	
Petitioner.	:	

I, _____, Petitioner, Husband, state under oath that the following information is complete and accurate to the best of my information, knowledge and belief:

1. I am employed at _____
(include name and address)
2. I earn \$ _____ per hour/per week/per month.
(circle one)
3. I work an average of _____ hours per week.
4. I receive unemployment compensation of \$ _____ per week/per month.
(circle one)
5. I receive workers' compensation or disability insurance benefits of \$ _____ per week/per month.
(circle one)

6. I receive other income in the amount of \$_____ **per month/per year.**
 (circle one)
 I receive this income from:_____.
 (List source, including, self-employment income if applicable)
7. My gross income for last year was \$_____. **(attach W-2's or 1099's)**
8. My year-to-date gross income for this year is \$_____ through _____
 (date)
9. I **do/do not** have health insurance available for the minor child(ren).
 (circle one)
- The insurance costs \$_____ **per week/per month.**
 (circle one)
- A) The cost to cover myself only is \$_____ **per week/per month.**
 (circle one)
- B) The extra cost to cover the child(ren) is \$_____ **per week/per month.**
 (circle one)
10. I pay work-related/educational-related/employment-training-related/day care expenses for the minor child(ren) of this marriage in the amount of \$_____ **per week/per month.**
 (circle one)
11. I am the biological parent of _____ other minor child(ren) who live in my home. I receive \$_____ per month in court-ordered child support for these other minor biological child(ren).
12. I pay _____ percent city income tax.
13. I pay union dues in the amount of \$_____.
14. I pay \$_____ per month in court-ordered spousal support to my ex-husband.
15. I pay \$_____ per month in court-ordered child support for another child(ren).
16. A Shared Parenting Plan **is/is not** attached to the Petition that has been filed with the Court.

17. We are living under the same roof as of the date of this Affidavit. Yes _____ No _____
(check one)

Signature of Petitioner Husband

Sworn to and subscribed in my presence this _____ day of _____,
20____.

Notary Public - State of Ohio

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

Name: _____

Address: _____

DOB: _____

Telephone #: _____

Petitioner,

and

Name: _____

Address: _____

DOB: _____

Telephone #: _____

Petitioner.

Judge _____

Case No. _____

WIFE

**Financial Affidavit for
Child Support Worksheet**

I, _____, Petitioner, Wife, state under oath that the following information is complete and accurate to the best of my information, knowledge and belief:

1. I am employed at _____
(include name and address)

2. I earn \$ _____ **per hour/per week/per month.**
(circle one)

3. I work an average of _____ hours per week.

4. I receive unemployment compensation of \$ _____ **per week/per month.**
(circle one)

5. I receive workers' compensation or disability insurance benefits of \$ _____ **per week/per month.**
(circle one)

6. I receive other income in the amount of \$_____ **per month/per year.**
(circle one)
- I receive this income from: _____
(List source, including, self-employment income if applicable)
7. My gross income for last year was \$_____. **(attach W-2's or 1099's)**
8. My year-to-date gross income for this year is \$_____ through _____
(date)
9. I **do/do not** have health insurance available for the minor child(ren).
(circle one)
- The insurance costs \$_____ **per week/per month.**
(circle one)
- A) The cost to cover myself only is \$_____ **per week/per month.**
(circle one)
- B) The extra cost to cover the child(ren) is \$_____ **per week/per month.**
(circle one)
10. I pay work-related/educational-related/employment-training-related/day care expenses for the minor child(ren) of this marriage in the amount of \$_____ **per week/per month.**
(circle one)
11. I am the biological parent of _____ other minor child(ren) who live in my home. I receive \$_____ per month in court-ordered child support for these other minor biological child(ren).
12. I pay _____ percent city income tax.
13. I pay union dues in the amount of \$_____.
14. I pay \$_____ per month in court-ordered spousal support to my ex-husband.
15. I pay \$_____ per month in court-ordered child support for another child(ren).
16. A Shared Parenting Plan **is/is not** attached to the Petition that has been filed with the Court.

17. We are living under the same roof as of the date of this Affidavit. Yes _____ No _____
(check one)

Signature of Petitioner Wife

Sworn to and subscribed in my presence this _____ day of _____,
20_____.

Notary Public - State of Ohio

IN THE COURT OF COMMON PLEAS
COSHOCTON COUNTY, OHIO

Case No. _____

Petitioner,

vs.

JUDGE RICHARD I. EVANS

Petitioner.

**AFFIDAVIT OF GROUP HEALTH
INSURANCE COVERAGE FOR
DEFENDANT CHILDREN
(HUSBAND)**

STATE OF OHIO

COUNTY, SS:

I, _____, being first duly cautioned and sworn as prescribed by law, say:

1. I do/do not have group health insurance available through my employer.
(circle one)
2. The group health insurance coverage is available to me at the cost of \$ _____ per month.
3. I currently do/do not carry the group health insurance coverage for my dependent children.
(circle one)
4. The group health insurance is provided through the _____ Insurance Company.
5. I have/have not provided a copy of the insurance card to my child(ren)=s other parent.
(circle one)

(Your signature-sign in front of Notary)

Sworn to and subscribed before me, a Notary Public, this _____ day of _____, 20__.

NOTARY PUBLIC

IN THE COURT OF COMMON PLEAS
COSHOCTON COUNTY, OHIO

Case No. _____

Petitioner,

vs.

JUDGE RICHARD I. EVANS

Petitioner.

**AFFIDAVIT OF GROUP HEALTH
INSURANCE COVERAGE FOR
DEFENDANT CHILDREN
(WIFE)**

STATE OF OHIO

COUNTY, SS:

I, _____, being first duly cautioned and sworn as prescribed by law, say:

1. I do/do not have group health insurance available through my employer.
(circle one)
2. The group health insurance coverage is available to me at the cost of \$_____ per month.
3. I currently do/do not carry the group health insurance coverage for my dependent children.
(circle one)
4. The group health insurance is provided through the _____ Insurance Company.
5. I have/have not provided a copy of the insurance card to my child(ren)=s other parent.
(circle one)

(Your signature-sign in front of Notary)

Sworn to and subscribed before me, a Notary Public, this _____ day of _____, 20____.

NOTARY PUBLIC

**IN THE COURT OF COMMON PLEAS
COSHOCKTON COUNTY, OHIO**

DECLARATION UNDER UNIFORM CHILD CUSTODY

Case No.

JURISDICTION AND ENFORCEMENT ACT (UCCJEA)

Division: Domestic Relations/Juvenile

I, (full legal name) _____, being sworn according to law, certify that these proceedings involve the custody of a child, or children and the following statements are true:

1. [] I am requesting the court to not disclose my address or that of the child(ren). My address is confidential pursuant to ORC 3127.23(D) and should be placed under seal in that the health, safety, or liberty of myself and/or the child(ren) would be jeopardized by the disclosure of the identifying information.

2. (Number): _____ Minor Children are subject to this proceeding as follows:
(Insert the information requested below. The residence information must be given for the last FIVE years.)

a. Child=s name		Place of birth	
Date of birth		Sex	
Period of residence To Present	Address <input type="checkbox"/> Confidential	Person child lived with (name & address)	Relationship
to			
to			
to			
to			

a. Child=s		Place of birth	
Date of birth		Sex	
Period of residence To Present	Address <input type="checkbox"/> Confidential	Person child lived with (name & address)	Relationship
to			
to			
to			
to			

a. Child=s name		Place of birth	
Date of birth		Sex	
Period of residence To Present	Address ^G Confidential	Person child lived with (name & address)	Relationship
to			
to			
to			
to			

^G Additional children are listed on Attachment 2e. (Provide requested information for additional children on an attachment.)

3. Participation in custody proceeding(s): (Y only one)

_____ I HAVE NOT participated as a party, witness, or in any capacity in any other litigation, in this or another state, concerning the custody of or visitation (parenting time) with any child subject to this proceeding.

_____ I HAVE participated as a party, witness, or in any capacity in any other litigation, in this or any other state, concerning the custody of or visitation (parenting time) with any child subject to this proceeding.

Explain:

- a. Name of each child _____
- b. Type of proceeding _____
- c. Court and state _____
- d. Date of court order or judgment (if any): _____

4. Information about custody proceeding(s): (Y only one)

_____ I HAVE NO INFORMATION of any proceedings that could affect the current proceeding, including any proceedings relating to custody, domestic violence or protection orders, dependency, neglect or abuse allegations or adoptions concerning any child subject to this proceeding .

_____ I HAVE THE FOLLOWING INFORMATION concerning proceedings that could affect the current proceeding, including any proceedings relating to custody, domestic violence or protection orders, dependency, neglect or abuse allegations or adoptions concerning any child subject to this proceeding, other than set out in item 3. Explain:

- a. Name of each child _____
- b. Type of proceeding _____
- c. Court and state _____
- d. Date of court order or judgment (if any): _____

5. Persons not a party to this proceeding: (Y only one)

_____ I DO NOT KNOW OF ANY PERSON not a party to this proceeding who has physical custody or claims to have custody or visitation rights with respect to any child subject to this proceeding.

_____ I KNOW THAT THE FOLLOWING NAMED PERSON(S) not a party to this proceeding has/have physical custody or claim(s) to have custody or visitation rights with respect to any child subject to this proceeding:

(See next page)

a. Name and address of person
() has physical custody () claims custody rights () claims visitation rights
Name of each child

b. Name and address of person
() has physical custody () claims custody rights () claims visitation rights
Name of each child

c. Name and address of person
() has physical custody () claims custody rights () claims visitation rights
Name of each child

6. Knowledge of prior child support proceedings: (Y only one)

___ The child(ren) described in this affidavit are NOT subject to existing child support order(s) in this or any state or territory.

___ The child(ren) described in this affidavit ARE subject to the following existing child support order(s):

- a. Name of each child
- b. Type of proceeding
- c. Court and address
- d. Date of court order or judgment (if any):
- e. Amount of child support paid and by whom:

7. I acknowledge that I have a continuing duty to advise this Court of any custody, visitation, child support, or guardianship proceeding (including dissolution of marriage, child neglect, or dependency) concerning the child(ren) in this state or any other state about which information is obtained during this proceeding.

I certify that a copy of this document was (Y only one) () mailed () faxed and mailed
() hand delivered to the person(s) listed below on (date)

Other party or his/her attorney:

Name: _____ Address:
City, State, Zip: _____ Fax Number:

I understand that I am swearing or affirming under oath to the truthfulness of the statements made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated: _____

Signature of Party

Printed name: _____ Address: _____

City, State, Zip: _____ Phone: _____ Fax: _____

STATE OF OHIO

COUNTY OF _____

Sworn to or affirmed and signed before me on this _____ day of _____

Notary Public

My commission expires.....

APPLICATION FOR CHILD SUPPORT SERVICES NON-PUBLIC ASSISTANCE APPLICANT

IMPORTANT: If you are receiving ADC or Medicaid, do not complete this application, because you became eligible for child support services when you became eligible to receive ADC or Medicaid.

I the undersigned, _____ request Child Support Services from the _____ County Child Support Enforcement Agency. I understand and agree to the following conditions:

- A. I am a resident of the County in which services are requested.
- B. Recipients of child support services shall cooperate to the best of their ability with the CSEA. *(See attached rights and responsibility information).*

The Child Support Enforcement Agency can assist you in providing the following services:

1. Location of Absent Parents.

The agency can assist in finding where an absent parent is currently living, in what city, town or state. The applicant can request "Location Services Only", if the sole need is to find the whereabouts of the absent parent.

2. Establishment or Modification of Child Support and Medical Support.

The CSEA can assist you to obtain an order for support if you are separated, have been deserted or need to establish paternity (*fatherhood*). The CSEA can also assist you in changing the amount of support orders (*modification*), and to establish a medical support order.

3. Enforcement of Existing Orders.

The CSEA can help you collect current and back child support.

4. Federal and State Income Tax Refund Offset Submittals for the Collection of Child Support Arrearages.

The agency can assist in collecting back support (*arreages*) by intercepting a non-payor's federal and state income tax refunds on some cases.

5. Withholding of Wages and Unearned Income for the Payment of Court Ordered Support.

The agency can help you get payroll deductions for current and back child support and can intercept unemployment compensation to collect child support.

6. Establishment of Paternity.

The agency can obtain an order for the establishment of paternity (*fatherhood*), if you were not married to the father of the child. An absent parent may request paternity services.

7. Collection and Disbursement of Payments.

The CSEA can collect the child support for you, and send you a check for the amount of the payments received. Back support collected will be paid to you until all of the back support you are owed is paid.

If you received ADC in the past and support was assigned to the state, back support collected will be paid to the state after you receive back support owed to you.

8. Interstate Collection of Child Support.

The agency can assist you in collecting support if the payor is living in another state or in some foreign countries.

C. The only fee you can be charged for services is a one dollar application fee. Some counties pay this fee for the applicants.

D. In providing IV-D services, the CSEA and any of its contracted agents (e.g., prosecutors, attorneys, hearing officers, etc.) represent the best interest of the children of the state of Ohio and do not represent any IV-D recipient or the IV-D recipient's personal interest.

APPLICANT INFORMATION (INFORMATION ABOUT YOU)	
Name	Date of Birth
Social Security Number (SSN)	Current Marital Status (Check One) <input type="checkbox"/> Single <input type="checkbox"/> Married <input checked="" type="checkbox"/> Divorced <input checked="" type="checkbox"/> Separated <input type="checkbox"/> Deserted <input type="checkbox"/> Widowed

Type(s) of Service(s) Requested: All services listed _____ Location of absent parent only _____
 Other (please explain) _____

I understand that the Child Support Agency - within 20 days of receiving this application will contact me by a written notice to inform me if my case has been accepted for child support services (IV-D Services).

Signature of Applicant	Date
------------------------	------

Applicants Name (Last, First, Middle)	Telephone Number (Home)
Address (Street/Route, P.O. Box)	(Work)
City, State, Zip Code	

INFORMATION ON CHILDREN

	Child 1	Child 2	Child 3	Child 4
a. Name				
b. Sex				
c. SSN				
d. Date of Birth (DOB)				
e. Name(s) of Absent Parent				
f. Has Paternity (Fatherhood) Been Established?				
g. Is There An Order For Support <input type="checkbox"/> Yes <input type="checkbox"/> No				

ABSENT PARENT INFORMATION OR PARENT ORDERED TO PAY CHILD SUPPORT

	Absent Parent #1	Absent Parent #2	Absent Parent #3
Name			
Address (City, State, Zip Code)			
SSN			
Date of Birth (DOB)			
Name of Employer			
Address of Employer (City, State, Zip Code)			
Amount of Support Ordered (Wk, Bi-Wk, Mo)			
Case Number on Support Order			
Date of Support Order			
Location Where Order Was Issued (City, County, State)			
Military Service Give Date and Branch Entered			
Arrest Record: Give Date and Place of Arrest			
If the absent parent has been on Public Assistance: Give Date and Place			
Give Name and Address of Current Spouse of Absent Parent			

• Have you ever been on public assistance? Yes No

When (Date)	Where (City and State)	County
-------------	------------------------	--------

FOR AGENCY USE ONLY

Case Name	Date Requested	Date Mailed or Provided
Case Number	Date Returned or File Date	