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CHAPTER 1

PURPOSE, APPLICABILITY, AMENDMENTS, AND DISTRIBUTION

RULE 1.01

PURPOSE AND APPLICABILITY OF THESE RULES AMENDMENTS, SANCTIONS, AND CITATIONS

A. The following Local Rules are adopted by the General Division of the Defiance, Fulton and Henry County Courts of Common Pleas to provide the fair and expeditious administration of Civil and Criminal Justice. The provisions herein are to be construed and applied to eliminate delay, unnecessary expense and all other impediments to a just determination of civil and criminal cases.

B. The Rules of practice of this Court for civil cases apply to all criminal and domestic relations proceedings, except where clearly inapplicable or otherwise provided.

C. These Rules of Court shall apply in all proceedings in the General Division of the Defiance, Fulton and Henry County Common Pleas Courts unless in a particular instance the Court finds justice is otherwise better served.

D. These Rules may be amended upon the approval of a majority of the Judges of the General Division of the Court of Common Pleas of the aforementioned counties.

E. Failure to comply with these Rules may result in appropriate sanctions, including but not limited to, an award of attorney fees, costs, and dismissal of the action or granting of judgment.

F. These Rules shall be cited as "Local Rule 1.01".

RULE 1.02

DISTRIBUTION OF LOCAL RULES

Copies of the Local Rules shall be deposited with and available from the Defiance, Fulton and Henry County Law Libraries by personal pickup or mail, the Defiance, Fulton and Henry County Clerk of Courts by personal pickup, and the three offices of the Court of Common Pleas, General Division by personal pickup and office website of the County if applicable.

RULE 1.03

INCORPORATION OF THE RULES OF SUPERINTENDENCE

The Rules of Superintendence for the Courts of Ohio as promulgated from time to time and amended by the Ohio Supreme Court are hereby adopted as rules of this Court except as they may be modified or implemented herein.

CHAPTER 2
ADMINISTRATION OF THE COURT

RULE 2.01

TERM AND HOURS OF COURT

A. The term of the Court for the General Division shall be a calendar year with the Court being in a continuous session commencing January 1st of each such calendar year.

B. Except for those days designated by law as legal holidays, normal court hours shall be 8:30 a.m. - 4:30 p.m. Monday through Friday, subject to change at the discretion of each Court to meet special situations.

RULE 2.02

COURT SECURITY

A. Appropriate levels of security should exist in the Court to protect the integrity of Court procedures, protect the rights of individuals before it, deter those who would take violent action against the Court or litigants, sustain the proper decorum and dignity of the Court, and assure that Court facilities are secure for all those who visit and work here.

B. Pursuant to Rule 9 of the Rules of Superintendence for the Courts of Ohio:

1. The Court has appointed a local security advisory committee, consisting of one representative of each of the following groups: judges, law enforcement responsible for court security, commissioners, and other bar and community groups as deemed appropriate by the Court.
2. The Court has implemented a local security policy and procedure plan that has addressed the Ohio Court Security Standards adopted by the Supreme Court of Ohio on October 17, 1994.

C. The Court shall adopt a security operations manual, which manual shall set forth written directives for the purpose of ensuring security within the Court while maintaining accessibility to the community.

CHAPTER 3

FILING PROCEDURES

RULE 3.01

FILES AND FILING PROCEDURE

A. FORM OF FILINGS, UNLESS DIRECTED OTHERWISE BY A JUDGE.

1. In addition to the requirements of Civ. R. 10, all papers filed with the Clerk as pleadings, motions, applications, judgments and orders shall be on 8½ by 11 inch white paper, typewritten, or printed in a neat and legible manner, securely fastened together and page numbered if consisting of more than a single sheet.
2. Each paper filed by each party shall designate on the first page thereof the parties, the case number, the name of the judge, the identification of the filing, the name, address, Ohio Supreme Court registration number, telephone number, fax number and e-mail address, if any, of the counsel filing the paper or; if there is no counsel, then the party filing the paper.
3. All papers shall have a blank space of at least two and one-half (2½) inches at the top of the first page for file marks by the Clerk. All subsequent pages shall have a top margin of not less than one (1) inch.
4. All pleadings, motions or other papers of a party represented by an attorney shall be signed by at least one attorney of record. A party who is not represented by an attorney shall sign the pleading, motion or other paper. The Clerk shall reject any unsigned filing.
5. Subsequent to the date of the appointment of a visiting judge, counsel shall supply a copy of all pleadings, motions, or other papers filed for record with the visiting judge.

B. JURY DEMAND

If a jury demand, pursuant to Rule 38 of the Ohio Civil Rules of Procedure, is endorsed upon a pleading, the caption of the pleading shall state, "Jury demand endorsed hereon". Failure to comply with Ohio Civil Rule 38 shall result in the case being tried to the Court and failure to include this statement on the caption shall be a waiver of jury trial, unless the demand for jury is contained in the body of the pleading. (See also, Local Rule (3.02(B)(4)).

C. NUMBER OF COPIES TO BE FILED

Upon the filing of a complaint or any other pleading or motion for which the service of summons by the Clerk of Courts is required, sufficient copies shall be filed so that one copy thereof may be provided to each party.

D. FILE SHALL REMAIN IN CLERK'S OFFICE

All papers filed with the Clerk in any action or proceeding shall remain in the Clerk's office except when required by the Court. No case file shall be removed from the Clerk's office by any party or any attorney.

E. AMENDING A PLEADING OR MOTION

Pleadings and motions may be amended at such time and in a manner provided by Civ. R. 15. However, no pleading or motion shall be amended by interlineation or obliteration, except upon leave of court.

F. FILING WITH CLERK OF COURTS BY ELECTRONIC MEANS

Pleadings and other papers may be filed with the Clerk of Courts by facsimile transmission to the court subject to the following conditions:

1. The following documents will not be accepted for fax filing: original wills and codicils, cognovit and promissory notes.
2. A document filed by fax shall be accepted as the original filing. The person making a fax filing need not file any source document with the Clerk of Court but must, however, maintain in his or her records and have available for production on request by the court the source document filed by fax, with original signatures as otherwise required under the applicable rules, together with the original copy of the facsimile cover sheet used for the subject filing.
3. The source document filed by fax shall be maintained by the person making the filing until the case is closed and all opportunities for appeals are exhausted.

4. As used in these Rules, unless the context requires otherwise;
 - (a) A “facsimile transmission” means the transmission of a source document by a system that encodes a document into optical or electrical signals, transmits and reconstructs the signals to print a duplicate of the source document at the receiving end.
 - (b) A “facsimile machine” means a machine that can send and or receive a facsimile transmission.
 - (c) “Fax” is an abbreviation for “facsimile” and refers, as indicated by the context, to facsimile transmission or to a document so transmitted.
5. The person filing a document by fax shall also provide therewith a cover page containing the following information:
 - (a) The name of the court;
 - (b) The title of the case;
 - (c) The case number;
 - (d) The assigned judge;
 - (e) The title of the document being filed (e.g. Defendant Jones’ Answer to Amended Complaint; Plaintiff Smith’s Response to Defendants’ Motion to Dismiss; Plaintiff Smith’s Notice of Filing Exhibit “G” to Plaintiff Smith’s Response to Defendants’ Motion to Dismiss);
 - (f) The date of transmission;
 - (g) The transmitting fax number;
 - (h) An indication of the number of pages included in the transmission, including the cover page;
 - (i) If a judge or case number has not been assigned, state that fact on the cover page;
 - (j) The name, address, telephone number, fax number, Supreme Court registration number, if applicable, and e-mail address of the person filing the fax document if available; and
 - (k) If applicable, a statement explaining how costs are being submitted.
6. If a document is sent by fax to the Clerk of Court without the cover page information listed above, the Clerk may, at his/her discretion:
 - (a) Enter the document in the Case Docket and file the document; or
 - (b) Deposit the document in a file of failed faxed documents with a notation of the reason for the failure; in this instance, the document *shall not* be considered filed with the Clerk of Courts.

8. The Clerk of Court is not required to send any form of notice to the sender of a failed fax filing. However, if practicable, the Clerk of Court may inform the sender of a failed fax filing.
 - (a) A party who wishes to file a signed source document by fax shall either:
 - 1) Fax a copy of the signed source or document, or
 - 2) Fax a copy of the document without the signature but with the notation “/s/” followed by the name of the signing person where the signature appears in the signed source document.
9. The Clerk of Court shall not be required to make additional copies for service. Parties requesting service by the Clerk shall supply the additional copies to be served by the Clerk within seven (7) days of the facsimile filing.
10. A party who files a signed document by fax represents that the physically signed source document is in his/her possession or control.
11. Each exhibit to a facsimile produced document that cannot be accurately transmitted via facsimile transmission for any reason must be replaced by an insert page describing the exhibit and why it is missing. Unless the court otherwise orders, the missing exhibit shall be filed with the court, as a separate document, not later than five (5) court days following the filing of the facsimile document. Failure to file the missing exhibits as required by this paragraph may result in the court striking the document and/or exhibit.
12. Any exhibit filed in this manner shall be attached to a cover sheet containing the caption of the case which sets forth the name of the court, title of the case, the case number, name of the judge and the title of the exhibit being filed (e.g., Plaintiff Smith’s Notice of Filing Exhibit “G” to Plaintiff Smith’s Response to Defendants’ Motion to Dismiss), and shall be signed and served in conformance with the rules governing the signing and service of pleadings in this court.
13. Subject to the provisions of these Rules, all documents sent by fax and accepted by the Clerk shall be considered filed with the Clerk of Courts as of the date and time the Clerk time-stamps the document received, as opposed to the date and time of the fax transmission. The office of the Clerk of Court will be deemed open to receive facsimile transmission of documents on the same days and at the same time the court is regularly open for business.
14. Fax filings may NOT be sent directly to the court for filing but may only be transmitted directly through the facsimile equipment operated by the Clerk of Courts.
15. The Clerk of Courts may, but need not, acknowledge receipt of a facsimile transmission.
16. The risks of transmitting a document by fax to the Clerk of Courts shall be borne entirely by the sender. Anyone using facsimile filing is urged to verify receipt of such filing by the Clerk of Court through whatever technological means are available.
17. No document filed by facsimile that requires a filing fee shall be accepted by the Clerk for filing until court cost and fees have been paid. Documents tendered to the Clerk without payment of court costs and fees, or which do not conform to applicable rules will not be filed.

18. No additional fee shall be assessed for facsimile filings.

G. THE COURT MAY DEVELOP RULES FOR OTHER FORMS OF ELECTRONIC FILING.

H. FILING VIDEO DEPOSITIONS

The filing of video deposition shall conform to Sup.R. 13, and in addition, a typed certified copy of the transcript and a list of objections shall be filed along with the video deposition. (See also Local Rule 4.13).

I. SIGNATURE LINE

All Magistrate's decisions and all orders of the Magistrates and Judges shall have the name of the respective Magistrate or Judge printed or typed below their respective signature line.

RULE 3.02

COSTS AND SECURITY FOR COSTS

A. No motion to proceed In Forma Pauperis shall be granted by the Court unless there is attached thereto a statement by the attorney for the party executing such affidavit that he or she has not accepted and will not accept any attorney's fees in said cause until the costs are paid or secured to be paid.

B. Unless a motion to proceed In Forma Pauperis is filed and accepted by the Court or the Court waives deposit for costs or costs, the following amounts shall be deposited with the Clerk of Courts:

1. \$228.00 – Complaint, Counter-claim, Cross-claim or Third Party Complaint – Civil.
2. \$273.00 - Divorce, Dissolution, Alimony, Annulment or Cross-claim **with children**
3. \$223.00 - Divorce, Dissolution, Alimony, Annulment or cross-claim

(a) However the Court may determine at the first hearing the party most able to make the deposit; and upon Order of the Court, that party shall deposit an amount determined by the Court; and if the Court so orders, the Clerk shall refund the original deposit to the extent that combined deposit exceeds that required.

(b) Failure by the part to deposit the amount ordered may result in the party being sanctioned including the striking of any pleading or the case proceeding as in default.

4. \$500.00 – Service by Publication (in addition to the court deposit)
5. \$125.00 – Expungement/Sealing of Records (includes state fee)
6. \$150.00 – All Post-Judgment Motions **with children**
7. \$150.00 – All Post-Judgment Motions requiring a hearing
8. \$ 25.00 – Any Motion with Consent Judgment Entry modifying a previous final Judgment Entry or Decree of Dissolution of Marriage - \$plus \$2.00 per page journal charges. If A-OK ordered, the parties are to pay directly to A-OK program.
9. \$150.00 – Execution, or Order in Aid of Execution, Debtors Exam, Garnishments
10. \$100.00 – Cognovit notes
11. \$ 25.00 – Service by Foreign county sheriff (for each service)
12. \$ 27.00 – Certificate of Judgment from another court
13. \$ 32.00 – Certificate of Judgment from the State of Ohio (includes release)
14. \$ 25.00 – Certificate of Judgment – making and filing
15. \$ 8.00 – Judgment Certificate – make and send to another court
16. \$ 33.00 – Foreign Judgment (per Am.S.B. No. 23)
17. \$ 5.00 – Certificate of Judgment release
18. \$ 5.00 – Recording of Notary Public Commission
19. \$ 7.00 – Recording of Notary Public Commission with oath
20. \$ 2.00 – Acknowledging all instruments in writing
21. \$ 7.50 – Victims of Crime Application filing payable to: Clerk of Courts
22. \$ 25.00 – Court Reporter Trials
23. Certified copy requests - \$.25 per page, plus \$1.00 per certification certificate, not added to costs paid by party requesting.
24. If a party is due a refund of deposit in any case, before making said refund, the Clerk of Courts may apply said refund to any court costs then owed by the said party.

C. Unless a poverty affidavit is filed and accepted by the Court, the following amounts shall be paid to the Clerk of Courts:

1. \$27.00- Judgment lien from another Court;

2. \$25.00 - Judgment lien from this Court;
3. \$.25 - Copy fee per page for the first 25 pages;
\$.12 - per page for the next 75 pages;
\$.06 - per page thereafter.
4. Facsimile documents:
 - (a) A use fee of \$2.00 plus \$1.00 per page payable to the Clerk of Courts for transmitting from the Clerk's electronic facsimile machine. No fee for use of the Clerk's electronic facsimile machine shall be charged for cases involving Domestic Violence.
 - (b) The costs associated with facsimile transmissions shall be billed immediately to the party either transmitting or requesting receipt of facsimile copies.
 - (c) If the attorney requires a file-stamped copy to be returned to him or her and has not provided a copy for this purpose or if the attorney has not provided a copy for the judge's file, the charge for making copies will be \$.25 per page for the first twenty-five (25) pages, \$.12 per page for the next seventy-five (75) pages, and \$.06 per page thereafter. (See Local Rule 3.01(F)(5)).

D. If a check or other negotiable instrument for deposit for costs is dishonored for any reason, the filing may be dismissed by the Court after ten (10) days notice is given to the filer for failure to pay the required security for costs.

E. If at any time the deposit for costs becomes insufficient in any case, the Clerk shall require of the appropriate parties an additional deposit in an amount sufficient to secure the reasonably anticipated costs.

F. When a judgment entry orders payment of costs by a party who has a deposit with the Clerk, the costs shall be deducted from that party's deposit, if sufficient, and any balance shall be returned to the depositor. If, however, the deposit is insufficient or that party has no deposit, then the amount still due shall be deducted from any deposit held in the case. If there is a failure to pay within sixty (60) days from the Clerk's cost statement by the party so ordered, the Clerk shall deduct the costs from any deposit held in their case. The Clerk shall bill the party ordered to pay costs for any deficiency. Upon payment, the Clerk shall refund the deposits to the appropriate party.

G. If notice of voluntary dismissal is filed by a plaintiff or an appellant, the dismissal shall be at the cost of the dismissing party, unless otherwise ordered.

H. When the final judgment entry does not specify who is to pay costs, the Clerk shall deduct the costs equally from any deposits held and refund the remainder. If the deposits are insufficient to satisfy the Court costs, the clerk shall then assess the excess costs to the parties equally unless otherwise ordered.

I. Clerk shall keep a list of all unpaid or accrued costs in all proceedings where costs have been taxed and shall send statements to all persons against whom costs have been taxed, in all proceedings that have become final, at least every three (3) months. After two (2) such notices, if the costs have not been paid, the Clerk may issue a certificate of judgment for the amount of such costs without further order.

J. The commission charged by the Clerk of Courts pursuant to R.C. 2303.20(V) shall be paid by the party paying or depositing money with the Clerk unless otherwise ordered by the Court.

K. Arrangements for the payment of the costs of transcripts shall be made with the Court Reporter at the time the transcript is ordered.

CHAPTER 4
CIVIL CASE ADMINISTRATION

RULE 4.01
CASE MANAGEMENT

A CASE TERMINATION SCHEDULE

While there may be exceptions due to the peculiarities of a given case, it is the intent of the Court that cases of the following classification be terminated within the time frame set forth from the date of filing:

Habeas Corpus.....	60 days
Foreclosure.....	150 days
Administrative Appeals.....	180 days
Forcible Entry and Detainer.....	120 days
Declaratory Judgment.....	210 days
Injunction.....	180 days
Other Civil.....	240 days
Worker's Compensation.....	240 days
Personal Injury.....	360 days
Product Liability.....	360 days
Professional Torts.....	360 days
Other Torts.....	360 days
Complex Litigation.....	720 days
Ruling of Summary Judgment.	45 days

B. SCHEDULING ORDER

Within thirty (30) days after close of pleadings, the Court schedule an initial pre-trial conference.

C. CONTINUANCES

All applications for the continuance of any scheduled event must be in writing and directed to the Judge or Magistrate assigned to the case.

1. No event will be continued without contemporaneously reassigning a fixed date.
2. All applications for continuances shall be submitted to the Court at least fourteen (14) days prior to the scheduled date for the event sought to be continued, absent emergency or cause deemed sufficient by the Court.

3. All applications for continuances shall contain the following information:
 - (a) The reason for the request;
 - (b) The time and date of the current assignment;
 - (c) A statement indicating that counsel has informed his client of the request or in the alternative why the client has not been informed of the request.
 - (d) A statement indicating opposing counsel has been notified or in the event of an unrepresented party, the party has been notified, or the reason opposing counsel has not been notified and whether opposing counsel has consented to the continuance;
 - (e) A new date within sixty (60) days which has been approved by the Court and opposing counsel in the event the Court grants the application for continuance.
4. All requests for continuance based upon a conflict of trial assignment shall have attached thereto a copy of the conflicting assignment.
5. No party shall be granted a continuance of a trial or evidentiary hearing unless the motion is endorsed by the party as well as counsel, provided the trial judge may waive this requirement upon a showing of good cause.
6. All motions shall be accompanied by a proposed order which shall include the new date.

D. JURY VIEW

Except as provided by law a jury view shall be requested at least thirty (30) days before trial or unless otherwise ordered.

E. REFERRAL TO MEDIATION

The Court may order any case to mediation if it determines that the just and fair disposition of the case may be served.

F. REFERRAL TO SUMMARY JURY TRIAL

The Court may with the consent of all parties order a case to be heard by Summary Jury Trial pursuant to Local Rule 5.10.

RULE 4.02

REVIEW AND DISMISSAL OF CIVIL CASES

A. Each Judge shall quarterly review or cause to be reviewed all cases assigned to the respective Court.

B. Cases which have been on the docket for six (6) months without any proceedings or activity taken therein shall be dismissed for lack of prosecution after notice to counsel of record or parties, unless good cause be shown to the contrary. (Civ. R. 4(E)).

C. If the motion is one to continue a matter, to vacate a hearing or trial, or a similar motion where citations are not necessary, the memorandum must contain representations of fact verified by the attorney or an affidavit in support of the motion. (See also, Local Rule 4.01(C)).

D. All motions must be accompanied by a separate proposed Order.

E. The following motions may be considered *ex parte*:

1. Confirmation of sale; granted immediately if approved by all parties, otherwise, granted five (5) days after sale;
2. Amend a pleading;
3. File a third party complaint;
4. Withdraw as attorney of record; (as set forth in Local Rule 4.14);
5. Enlarge time to move or plead or respond to discovery;
6. Vacate a trial or hearing date;
7. Substitute parties;
8. Reconsider;
9. Dismiss by stipulation;
10. Temporary restraining order; (for domestic relation cases, see Local Rule 10.04);
11. To intervene;

12. For leave to answer or otherwise plead;
13. Motion in limine;
14. Motions for admission Pro Hac Vice;
15. Any other motion, for good cause shown.

F. For all motions not specified in (E) above, opposing counsel shall serve any desired response within fourteen (14) days after service of the initiating filing unless otherwise ordered.

G. Motions for summary judgment shall be deemed submitted twenty-eight (28) days after the motion is filed. Unless required by other rule or requested by counsel, all other motions shall be considered submitted upon the written motion, affidavits, and memoranda. If counsel requests a hearing, it must be endorsed upon the motion and included in the caption.

H. When a party files a motion to amend a pleading, he shall provide the Court with a proposed judgment entry which shall have attached thereto the proposed amended pleading. If the motion is granted, the amended pleading shall be filed with the Clerk by the Court.

RULE 4.04

ORDERS AND JUDGMENTS

A. The Court shall transmit, or direct the Clerk of Courts to transmit, copies of judgment entries or other orders to all counsel and unrepresented parties and represented parties if so ordered.

B. Copies of a judgment entry, or an order prepared by counsel, shall be in sufficient quantity so the Clerk of Courts may distribute one to each trial counsel and unrepresented parties. One drop copy shall be provided to the Clerk in all domestic relations cases involving the payment of child support or spousal support.

1. All judgment entries incorporating a separation and property settlement agreement or shared parenting plan shall have attached thereto a copy of the separation and property settlement agreement or shared parenting plan.

2. Judgment entries and orders of dismissal by compromise prepared by counsel shall be approved by all counsel of record, and submitted to the Court within twenty-eight (28) days after notice to the Court of settlement or as otherwise agreed by the Court.
3. Failure to submit the appropriate judgment entry or order by counsel may result in the Court preparing and filing a dismissal or taking other appropriate action.
4. If counsel to whom the entry or order has been sent does not object, then he/she shall sign the entry and return it to the preparing counsel. If counsel does not agree with the submitted entry or order, he/she shall prepare and submit the original to preparing counsel and entry with proposed modification.
5. If no response is made to original preparing counsel within fourteen (14) days, preparing counsel shall submit the entry or order along with the submitting letter to the Court with the following certification:

I HEREBY CERTIFY THAT THE FOREGOING ENTRY OR ORDER WAS (MAILED, DELIVERED, OR FAXED) TO _____, COUNSEL FOR PLAINTIFF/DEFENDANT, ON THE ___ DAY OF _____, 20__ AND HAS NOT BEEN RETURNED, REVISED NOR OBJECTED TO.

6. If counsel cannot agree on an entry or order within twenty-eight (28) days of the original submission then copies of both the original and response order or entry drafts shall be submitted to the Court. The Court may adopt either entry, make its own entry, or set a date for a hearing on the proposed entries.

C. The Court shall include the vehicle identification number (VIN), year, make and model in every order directing the issuance of title to a motor vehicle.

D. Judgment entries in all actions involving title to real property shall include a legal description of the property in question.

E. All final appealable orders will be delivered to counsel and unrepresented parties and represented parties will be delivered by the Clerk by regular U.S. mail within three (3) days of journalization. If counsel desires the Clerk to provide an additional copy in their mailbox in the Clerk's office, counsel will submit an additional copy to those required in Local Rule 3.01(C) noting thereon the special delivery requested.

RULE 4.05

RULE DAYS NOT FIXED BY LAW

In all cases where the time for the filing and service of a notice or pleading is not otherwise fixed by law or applicable rule, a response to a pleading, motion, amended pleading, or other paper shall be filed and served on or before the fourteenth (14th) day after the date of service of the pleading, motion or other paper, requiring the response. Any reply to said response shall be filed and served on or before the seventh (7th) day after the date of service of the response.

RULE 4.06

DISCOVERY

A. Counsel shall participate in timely pretrial discovery in order to limit the issues in controversy.

B. Parties who intend to call expert witnesses are required to obtain from the expert witness a written report which shall state the expert's opinion and the factual basis for that opinion.

C. The expert's report and all relevant documents, including all records and bills of an expert witness shall be provided to opposing counsel at least ten (10) days prior to the taking of said expert's deposition or final settlement pre-trial, whichever occurs first.

D. Upon application of any party or upon the Court's own motion, the Court may order such restrictions on the use and availability of a report as the Court deems appropriate.

RULE 4.07

CIVIL PRETRIAL

A. At any civil pretrial conference set by the Court, counsel shall be prepared to discuss the following:

1. Pleadings;
2. Jurisdiction;

3. Venue;
4. Pending motions;
5. Itemization of expenses and special damages;
6. Possibility of settlement;
7. Dates for completion of discovery and trial, unless prior order has determined such;
8. Simplification of issues;
9. Additional deposits as security for costs, including jury fees;
10. Alternate dispute resolution.

B. At final pretrial conference counsel may be directed to submit to the Court all written stipulations of fact and anything required that had not been previously submitted.

C. At the conclusion of the pretrial conference an order will be prepared reciting the action taken and controlling the subsequent course of the action. The Court may advise those parties present of the matters dealt with in the pretrial conference, on or off the record.

D. The Court shall order a settlement pretrial conference whenever a jury demand has been filed. Said settlement pretrial conference shall occur at least thirty (30) days prior to the trial date. After the conclusion of the settlement pretrial conference, the Court may order the party who filed the jury demand to pay and additional deposit of \$350.00 to secure payment of the jury costs.

E. Settlement pretrial conferences shall be attended by all parties, insurance adjusters and trial counsel. The Court may order all parties, insurance adjusters and their attorneys to be present for preliminary pretrial conferences, except scheduled telephone pretrial conferences. All counsel shall be authorized and prepared to enter into such stipulations and agreements as may be appropriate. Any additional persons necessary to enter into agreements shall be present or immediately available to the conference.

F. Trial counsel shall be required to submit a written settlement memorandum to the Court ten (10) days prior to the settlement pretrial conference. Counsel shall further submit a notice of filing of the settlement memorandum with the Clerk of Courts. The settlement memorandum shall not be part of the record and shall be considered as an offer and compromise under the Rules of Evidence and therefore inadmissible in the case.

G. Failure of counsel or an unrepresented party to appear at any scheduled pretrial conference or otherwise fail to comply with any pretrial order, may result in dismissal, default, or the imposition of such sanctions as the Court may determine. In the event of a failure of counsel or unrepresented party to appear, the Court shall set a date within two (2) weeks of the scheduled event for which counsel or the unrepresented party failed to appear to determine what sanction should be administered.

RULE 4.08

NOTICE OF HEARINGS/APPEARANCE OF COUNSEL

A. The Court shall send written notice of all hearing dates to counsel, unrepresented parties and/or represented parties if so ordered. Notice to counsel and unrepresented parties shall be at the address on pleadings or the mailbox in the Clerk of Courts office. It shall be counsel's responsibility to notify clients of all hearing dates.

B. When a party is dismissed, withdraws or a substitution of counsel is ordered, said party and/or counsel shall be shown as dismissed on the Clerk's computerized records.

RULE 4.09

COGNOVIT JUDGMENTS

A. When a complaint is presented to the Court for the rendering of a cognovit judgment, it shall contain or be accompanied by an affidavit to the effect:

1. That the maker of the cognovit now resides in the county in which the action is brought;
2. That the maker, or any one of several makers, of the cognovit note signed the warrant of attorney in the county in which the action is brought;

3. That the instrument does not arise out of a consumer loan or a consumer transaction. (ORC Section 2323.13(E)).

B. The attorney who represents the judgment creditor shall include in the complaint a statement setting forth to the best of his knowledge the last known address of the defendant or defendants.

C. Immediately upon the entering of any judgment, the attorney who represents the judgment creditor shall furnish a copy of the pleadings and judgment entry to the Clerk of Courts. The Clerk shall notify the defendant or defendants by mailing a copy of the pleadings and judgment entry by registered or certified mail at the address set forth in the complaint.

D. In all cases, the original note shall be presented for cancellation by the Court, or its absence adequately explained.

RULE 4.10

TRIAL AND HEARING RULES

A. Only one counsel for each adverse party will be permitted to speak on any interlocutory matter, or upon any question arising in the trial or proceeding. One counsel for each adverse party will be permitted to examine or cross-examine the same witness. Exceptions are by leave of court only.

B. The party requiring special presentation equipment shall be responsible for providing the equipment for trial and the cost thereof.

C. Except for court security or police officers present for security purposes, no personal communication equipment, i.e. pager, cellular phone, etc. shall be activated or used in the courtrooms.

RULE 4.11

RETENTION OF EXHIBITS AND EVIDENCE

A. The official court reporter shall receive and hold all exhibits proffered and/or admitted into evidence during trial in any case. The exhibits shall be secured until release is consented to, court ordered, or the documents and list of exhibits are filed with the Clerk of Courts as part of the transcript of an appeal.

B. All evidence received pursuant to "A" shall be held until the appeal time has expired. Evidence shall be returned to the party submitting it unless otherwise disposed of pursuant to court order. Persons receiving such evidence must sign a receipt.

C. Evidence held by a law enforcement agency shall be controlled by R.C. 2933.41, 2925.42 and 2925.43.

D. All exhibits offered as evidence but not admitted shall be retained by the court reporter until the time for appeal has expired. Exhibits that were not offered as evidence shall be returned by the court reporter to the owner at the end of the trial. The owner of these exhibits shall execute a receipt for exhibits returned, but no court order shall be required.

E. After all appeal time has expired the Clerk of Courts may dispose of any exhibits, depositions or transcripts remaining in his/her office. The Clerk, after notice to the parties or their attorneys, shall dispose of these items unless application is made for their return within sixty (60) days of the date of the notice

RULE 4.12

TRANSCRIPTS

Once a transcript of a proceeding is filed by the court reporter, it must be preserved in its original format to prevent the possibility of alteration or destruction since it has been certified as correct by the stenographer or shorthand reporter.

Therefore, in accordance with the Ohio Revised Code Section 2303.09, 2301.24, 2301.25, and other Rules of Court of Common Pleas, General Division, and the general case law of the State of Ohio, such transcripts may not leave the possession of the Clerk, except for purposes of being examined in the presence of the Clerk of Courts or one of the deputy clerks.

Failure to comply with the above Rule may render the transcript/deposition invalid as a correct and certified copy for purposes of the record and subject any party so violating this Rule to payment of the costs and expenses of another official transcript/deposition to be recertified by the official court reporter.

RULE 4.13

VIDEOTAPE DEPOSITIONS

The taking of and filing of video depositions shall conform to Sup. R. 13 and the following rules:

A. Objections must be made after the question or answer. Counsel should state the basis for the objection on the record and may read citations into the record.

B. With the Court's approval videotape depositions may be made available for inspection or viewing after filing and prior to use at trial. Upon court order, the officer before whom the video was made may use such videotape for purposes of making a copy for a party.

C. The party filing the video deposition other than a VHS video is responsible for checking with the Court to see if the necessary equipment is available.

D. The costs of trial depositions may be taxed as costs.

RULE 4.14

SUBSTITUTION AND WITHDRAWAL OF COUNSEL/ENTRY OF APPEARANCE

A. Any attorney filing a Complaint, Answer, Motion or Entry of Appearance shall be regarded by the Court as being the trial attorney and as having responsibility for the case until substitution of counsel or motion to withdraw is received and approved by the Court.

B. Substitution of counsel may be approved only upon entry of appearance by succeeding counsel or upon submission of the following to the Court:

1. A proposed entry of substitution approved by withdrawing and succeeding counsel.

C. Withdrawal of counsel may be approved only upon compliance with the terms set forth in DR 2-110 of the Code of Professional Responsibility and upon submission the following to the Court:

1. A certification from the attorney seeking to withdraw from the case stating:
 - (a) The reason for the need to withdraw;
 - (b) That the client has received the withdrawing attorney's entire file on the case, or that the client has been given express written notice of where and when the entire file may be obtained;
 - (c) That a written notice containing all court dates and deadlines have been given to the client.
2. A proposed entry.

RULE 4.15

MAGISTRATES IN CIVIL CASES

The Court may by order of reference assign a Magistrate to a case or motion or for specified period of time pursuant to terms and limitations of Civ. R. 53.

CHAPTER 5
MISCELLANEOUS PROCEDURES

RULE 5.01
NOTARY PUBLIC

Any persons contacting the Common Pleas Court or the Clerk of Court's office regarding appointment as a Notary Public shall be provided with an application form and shall be directed to the office of Judge or Judges who are currently approving notary applicants.

The Court shall establish procedures for approving notary applications and for any and all charges to be incurred in the filing of an application therefore.

RULE 5.02
GUARDIAN AD LITEM IN NON DOMESTIC RELATION CASES

A. Except as provided in Local Rule no person other than an attorney at law admitted to practice in the State of Ohio, shall be appointed Guardian ad Litem in a non domestic relations case in this Court

B. Upon the application of any party to a proceeding for the appointment of a Guardian ad Litem, the Court shall require a deposit of a sum not less than \$500.00, unless the Court determines a lesser sum is appropriate. All costs in excess of the deposit shall be taxed as court costs and paid as determined by the Court.

RULE 5.03
ATTORNEY'S FEES

A. Attorney fees relative to all matters shall be governed by the Code of Professional Responsibility, DR 2-106.

B. In any case where attorney fees are to be awarded, counsel may be required to provide to the Court an itemized statement showing the hours worked and a detailed accounting of expenses.

C. An indigent's counsel in a case shall be paid at the rate adopted by the Defiance/Fulton/Henry County Commissioners.

D. Attorneys requesting fees in a partition action are not required to provide an itemized statement as set forth in (B) above if the amounts fall within the following guidelines:

1. Seven percent (7%) on the first \$20,000.00 of the sale price;
Three percent (3%) on the next \$80,000.00;
Two percent (2%) on all sums in excess of \$80,000.00
However, the minimum fee shall be \$500.00.
2. The fees shall be distributed pursuant to R. C. 5307.25.
3. Other fees may be permitted by leave of court only, under extraordinary circumstances.

RULE 5.04

FORECLOSURE, QUIET TITLE, PARTITION AND JUDICIAL SALE

A. In cases to quiet title, for partition, and for the marshalling and foreclosure of liens on real property, (other than delinquent real estate tax foreclosure actions) counsel for plaintiff must file the following with the Clerk at the time of the filing of the original complaint or petition:

1. A statement of owners and lienholders or a preliminary judicial report, including the names of the owners of the property, and a reference to the volume and page and date of recording of the next preceding recorded instrument by or through which the owners claim title, as the same shall have been prepared and extended by a responsible title company to a date not over thirty (30) days prior to the filing of the complaint, the costs of which are taxed as costs;

B. After all the defendants have been served with the complaint, counsel for the plaintiff shall obtain and file an updated title report establishing all lienholders have been made parties and served with the complaint.

C. APPRAISER'S FEES

1. \$.50 per \$1,000.00 or fraction thereof of the appraised value up to \$50,000.00.

2. \$.25 per \$1,000.00 or fraction thereof of the appraised value of all over \$50,000.00.
3. A minimum fee for each appraiser based on the above amounts shall be \$15.00.

D. Appraisers shall be granted access to the real property for the purpose of appraising the premises to be sold at Sheriff's sale. If a landowner or occupier of the premises to be sold does not permit the appraiser to enter the premises, the Sheriff may aid the appraiser in gaining access without further order of the Court.

E. No order of sale shall be approved unless the following conditions have been met:

1. Counsel has filed a written declaration to the Court that all lien holders of record have been notified of the application for order of sale;
2. The proposed order of sale contains a legal description certified by the appropriate county official as being accurate.

F. Advertisements for any judicially ordered sale shall state that the successful bidder must deposit ten percent (10%) of the successful bid on the day of the sale with the balance due within thirty (30) days of the date of confirmation.

G. At the time of publication of any judicially ordered sale, the Sheriff shall provide the Clerk of Court written notice of the time, date and location of the sale. The Clerk of Courts shall provide written notice to all counsel and unrepresented parties of the time, date and location of the judicially ordered sale.

H. Failure of the successful bidder to pay the balance of proceeds due within thirty (30) days of confirmation shall subject the ten percent (10%) deposit to forfeiture to apply to the costs of sale and other losses incurred by the distributees.

I. Plaintiff's counsel shall file the proposed deed with the Sheriff within thirty (30) days of the order confirming sale.

RULE 5.05
RECEIVERSHIPS

A. In all cases where receivers are appointed by this Court, the following procedure shall apply:

1. Unless the Court by entry specifically authorizes the continuation of a business, the receiver shall promptly take control of the assets of the defendant debtor and cause the same to be inventoried and appraised; give notice to all the same to be inventoried and appraised; give notice to all known creditors of the receivership by regular mail, and to all unknown creditors by publication; afford the creditors an opportunity to present and prove their claims; determine the validity and priority of all claims presented; take such steps as may be necessary to reduce the assets to cash; and, make distribution thereof to the creditors.
 - (a) Within sixty (60) days after being appointed, the receiver shall file an inventory and appraisal of assets, and an account of receipts and disbursements to date. The several matters herein referred to shall be considered by the Court, and approval thereof shall be by entry, after due notice to the creditors.
 - (b) Semi-annually thereafter, the receiver shall file consecutively numbered reports as to all activities of the receivership since the last report, and outline the plans for the receivership during the next six (6) months.
 - (c) In cases involving receivers appointed to take charge of property and to collect rents and other income, the receiver may expend funds, without first having obtained court approval thereof, to pay insurance premiums, utility bills, and such emergency repairs as are necessary for the preservation of the property. All other expenditures shall require prior approval of the Court.
 - (d) In all receiverships in which the appraised value of the property is in excess of \$1,000.00, the receiver shall file a report in advance of any sale, either public or private, or the estimated expenses to be incurred in conducting the sale.
 - (e) No payment of fees and expenses may be made to the receiver or counsel for the receiver except upon written motion, accompanied by an itemized statement, setting forth the time spent on enumerated items since the last application for payment of fees, the amount of funds on hand, the current status of the receivership, and an estimate of the amount of time and expenses necessary to conclude the work of the receivership. Notice of hearing thereon and an opportunity to file objections shall be given to the creditors.
 - (f) Failure to file an inventory and appraisal, accounts, or other reports as required by this rule shall constitute just cause for the removal of the receiver and/or counsel for the receiver, and/or for withholding of their fees.

**RULE 5.06
PUBLICITY**

A. No attorney, nor officer or employee of the Court shall discuss matters with the media that might interfere with a fair trial or otherwise prejudice the administration of justice.

B. Where deemed appropriate, the Court may issue a special order governing:

1. Extra-judicial statements by counsel or others;
2. Spectators at trial;
3. Sequestration of witnesses and jurors; and
4. Any other matters the Court may deem necessary.

RULE 5.07

**BROADCASTING, RECORDING AND PHOTOGRAPHING
DURING COURT SESSIONS**

A. Broadcasting, televising, recording and photographing during Court sessions shall be permitted only under the following conditions:

1. Requests for permission of media to participate under this Rule shall be made in writing to the Judge or Magistrate to whom the case was assigned no later than five (5) days prior to the session involved. The Judge or Magistrate involved with the particular session may waive the advance notice requirement for good cause.
2. The Court shall grant the request in writing or by order consistent with Canon 1 of the Code of Judicial Conduct, Superintendence Rule 12, and these Rules in the event the Court determines that to do so would not distract the participants, impair the dignity of the proceedings or otherwise materially interfere with the achievement of a fair trial or hearing. The written permission shall be made a part of the record in the case.
3. In the event of a continuance of the court proceeding for which media permission has been granted for a period of more than thirty (30) days, a new media request shall be required.
4. All media representatives interested in recording courtroom proceedings shall do so through the pooling of their respective resources. Such arrangements shall be made prior to reopening of the court session and without imposing on the trial court or court personnel. In the event disputes arise over the arrangements between or among media representative, the Court shall exclude all contesting representatives from the proceeding;

1. The Court shall specify the locations(s) in the courtroom where the operators and equipment are to be positioned. Media representatives shall be afforded a clear view of the proceedings in the courtroom. Any equipment shall be ready for operation prior to commencement of court sessions. No persons will be permitted to bring equipment into or remove equipment from the courtroom or move about during times when Court is in session;
6. No interview shall be conducted inside the courtroom during any time that Court is in session;
7. Only one video camera shall be permitted in the courtroom operated by no more than one person;
8. No artificial lighting shall be used other than normal courtroom lighting;
9. Only one still photographer shall be permitted in the courtroom;
10. Only one audio system for radio broadcast shall be permitted in the courtroom;
11. Audio tape recording equipment may only be used with permission of the Court involved;
12. Media pooling equipment shall be located outside the courtroom;
13. Changes of tape or reloading audio and video equipment is not permitted inside the courtroom during proceedings;
14. No equipment shall be used inside the courtroom that produces distracting sounds as determined by the Judge or Magistrate involved;
15. There shall be no audio pick up or broadcast of conferences conducted between attorneys and clients, co-counsel, opposing counsel, or trial court and counsel at bench conversations;
16. There shall be no video, film, audio, or still photo of victims, or witnesses who object thereto;
17. There shall be no video, film, audio, or still photo of jurors;
18. Media is not permitted access to proceedings in either the Judge's chambers or in the jury deliberation room;
19. Media is not permitted to record in any manner any document or exhibit used at the session except those audio-visual aids used during the session that are clearly perceived by the gallery at large unless permission to do so is granted by the Court;
20. Proper courtroom decorum shall be maintained by all media representatives, i.e. proper attire and demeanor;
21. All bags, equipment or other materials brought to the courtroom shall be subject to search by security officers at anytime.

RULE 5.08
FOREIGN JUDGMENTS

A. When a foreign judgment is presented to the Clerk of Courts for the purpose of a proceeding in aid of execution, the Clerk shall assign a case number.

B. The proponent submitting the foreign judgment must provide a judgment entry with original certifications of authenticity from the foreign jurisdiction.

RULE 5.09
OUT OF STATE SUBPOENAS TO BE SERVED IN DEFIANCE, FULTON
AND HENRY COUNTY

A. When a request is presented from an out-of-state litigant to have subpoenas served upon Defiance, Fulton and Henry County residents, the Clerk shall assign a case number to such action and assign such action to a Judge.

B. The Clerk of Court shall secure a deposit for costs before processing and serving the subpoenas as required by the out of state litigant.

RULE 5.10
SUMMARY JURY TRIAL (SJT)

A. The Court may with consent of all parties, order SJT to be undertaken in any civil case as a settlement procedure and as such shall not be binding unless otherwise stipulated by the parties.

B. The matter should be trial ready prior to SJT. Counsel shall assume that no additional discovery may be completed between the SJT and the traditional trial.

C. The Court may conduct a prehearing conference to consider proposed stipulations and to review the following:

1. Proposed jury instructions and briefs on any novel issue of law;
2. A list of all witnesses to be introduced by reference during the SJT presentation;
3. A list of all physical exhibits, documents and expert reports to be introduced to the jury.

D. Each party shall deposit with the Clerk \$100.00 as security for the payment of costs incurred upon the case being assigned for SJT and no later than thirty (30) days prior to the date set for SJT.

E. The matter shall ordinarily be heard before a jury of six (6). Unless otherwise agreed a venire of ten (10) prospective jurors shall be selected by random draw from the jury pool or by other means as the Court determines. Each counsel will be permitted no more than two (2) challenges following a brief voir dire examination to be conducted by the Judge. Ordinarily there will be no alternate jurors.

F. All parties and adjusters or other liable parties will be in attendance at the SJT.

G. No witnesses will be called to testify. All evidence will be presented through the attorneys for the parties. The attorneys may summarize and comment on the evidence and may summarize or quote directly from depositions, interrogatories, requests for admissions, documentary evidence, and sworn statements of potential witnesses. However no witness's testimony may be referred to unless the reference is based upon one of the products of the various discovery procedures, or upon a written sworn statement of the witness.

H. Subject to modification at the Court's discretion, each party shall have a maximum of one (1) hour for case presentation and argument.

I. Objections will be received if during the presentation counsel exceeds the limits of propriety in presenting statements as to evidence or argument thereon.

J. After counsels' presentations the jury will be given an abbreviated charge on the applicable law. The content of the charge will be reviewed with counsel prior to the SJT. However, the Court will remain final authority.

K. The jury will be encouraged to return a consensus verdict as to liability and or damages. Jury verdict forms will be utilized for comparative negligence and other issues when applicable. Five (5) jurors must concur in verdict.

L. Upon rendering the advisory verdict the jury will be encouraged to share its observations and opinions with counsel, the parties and the Court.

M. The Court shall initially advise the jurors of the abbreviated, experimental nature of SJT. The jury will be advised that its verdict is advisory only upon its return of a verdict.

N. Unless specifically otherwise ordered by the Court, the proceedings will not be recorded. Any party desiring a transcript shall make arrangements for a court reporter and cause such transcript to be prepared at the requester's expense, and it shall not be taxed as costs.

O. Neither the presentation of counsel nor the jury verdict may be used as evidence in any subsequent trial.

P. Counsel may stipulate that a verdict by jury will be deemed final determination on the merits and the judgment be entered thereon by the Court, or may stipulate to any other use of the verdict that will aid in resolution of the case.

Q. These provisions may be modified by the Court to accommodate specific or unique circumstance. All stipulations entered into concerning these proceeding shall be written as an addendum to the order for SJT and shall meet with the approval of the Court.

R. The procedure shall be construed and implemented to secure the just, speedy and inexpensive conclusion of the case.

RULE 5.11

MEDIATION IN CIVIL CASES (NON-DOMESTIC RELATIONS)

Upon order of the Court, a civil action filed in this Court may be submitted to mediation as provided in this Rule. By participating in mediation, a non-party participant, as defined by Ohio Revised Code Section 2710.01(D), submits to the Court's jurisdiction to the extent necessary for enforcement of this rule. Any non-party participant shall have the rights and duties under this rule as are attributed to parties, except that no evidence privilege shall be expanded.

Mediator is defined to mean any individual who mediates cases pursuant to an order of this Court, regardless of whether that individual is an employee, an independent contractor or a volunteer.

A. **CASE SELECTION AND TIMING FOR MEDIATION** - All civil cases may be referred to mediation. Before the scheduling conference in the case, counsel shall discuss the appropriateness of mediation in the litigation with their clients and with opposing counsel. Mediation shall not be used as an alternative to the prosecution or adjudication of domestic violence, to determine whether to grant, modify or terminate a protection order, to determine the terms and conditions of a protection order, or to determine the penalty for violation of a protection order.

At the scheduling conference the parties and counsel shall advise the Court of the results of their discussions concerning whether or not to send a case to mediation. At the time and at subsequent conferences, if necessary, the Court may explore with the parties and counsel the possibility of using mediation.

B. **REFERRAL TO MEDIATION** - The case is referred to mediation by order of the Court. The Court may issue the order on its own motion, upon the joint motion of counsel or upon referral by the mediator. A party opposed to either the referral or the appointed mediator must file a written objection with the Court within seven days of receiving the order to mediation and explain the reasons for any opposition.

C. **CONTINUANCES** - Continuances shall be granted only for good cause shown and after a mutually acceptable future date has been determined. No continuance will be granted if the mediation cannot be scheduled prior to the settlement conference.

D. **NO STAY OF PROCEEDINGS** - All remaining court orders shall remain in effect. No order is stayed or suspended during the mediation process.

E. **MEDIATION PRIVILEGE** - Mediation communications are privileged as described in Ohio Revised Code 2710.03-2710.05.

F. CLIENT DEFINED CONFIDENTIALITY - If the parties believe that confidentiality is necessary, then the parties shall effect a written confidentiality agreement prior to the mediation.

G. MEDIATOR'S DUTY - The mediator shall inform the Court who attended the mediation, whether the case settled, and whether efforts to settle the case through mediation are being continued or if the case is being returned to the Court for further proceedings. No other information shall be directly or indirectly communicated by the mediator to the Court, unless all who hold a mediation privilege, including the mediator, have consented to such disclosure.

H. DUTIES OF ATTORNEYS/PARTIES - Trial counsel, all parties and, if applicable, the principal insurance adjuster(s), all with authority to settle, shall personally attend all mediation sessions and be prepared to discuss all relevant issues, including settlement terms, unless excused in advance by the Mediator with notice to the other parties and provided the party or person shall be available at all times during the mediation session by telephone conference. A party other than a natural person must be represented by a person other than counsel.

If counsel or any mediation party becomes aware of the identity of a person or entity whose consent is required to resolve the dispute, but who has not yet been joined as a party in the pleadings, they shall promptly inform the mediator as well as the assigned Judge of such fact.

If the opposing parties to any case have either resided in a common residence or are related by blood, adoption, or marriage, and have been subject to domestic abuse or alleged domestic abuse at any time prior to the mediation, then the parties or their counsel have a duty to disclose such information to the mediation staff. Such parties shall have a duty to participate in any screening required by the Supreme Court of Ohio's Rules of Superintendence Rule 16 prior to, and, in the mediator's discretion, during the mediation session(s).

I. SANCTIONS - If any of the individuals identified in the above-paragraph fail to attend mediation without good cause, the Court may impose sanctions, including the award of attorney's fees and other costs, contempt or other appropriate sanctions.

J. IMMUNITY - A mediator acting pursuant to this local rule shall have all immunity conferred by statute, rule and common law.

K. NO ADVICE - The efforts of the mediator shall not be construed as giving legal advice. The Court may have materials for legal or other support services available in the community. The mediator is authorized to provide such referral to such resource. The recipient of that information is charged with the duty to evaluate those resources independently.

L. ADMINISTRATIVE DISMISSAL - If the parties fail to dismiss a settled case within the later of sixty (60) days or the time noted in the entry that gave the Court notice of settlement, then the Court may dismiss the case administratively. Upon such administrative dismissal, court costs shall be paid from the funds deposited. If court costs exceed the funds deposited, each party shall bear their own costs.

RULE 5.12

APPEALS FROM ADMINISTRATIVE AGENCIES

A. Except as otherwise provided by specific rule, statute or court order, in all cases originating in administrative agencies and appealed to this Court, the following briefing schedule shall be followed:

1. The appellant's brief shall be filed within thirty (30) days after the record is filed by the administrative agency;
2. The appellee's brief shall be filed within fourteen (14) days after service of appellant's brief;
3. The appellant may file a reply brief within seven (7) days after service of appellee's brief.

B. This Rule shall not apply to any determinations of the Child Support Enforcement Agency.

CHAPTER 6

JURY USE AND MANAGEMENT

RULE 6.01

ADMINISTRATION OF THE JURY MANAGEMENT RULES

The implementation and oversight of these Rules shall be the responsibility of the Administrative Judge. Oversight shall include, but not be limited to:

A. A periodic review of the jury source list for its appropriateness and sufficiency to meet the demands of the Courts and the ends of justice; and

B. A periodic review of the procedures used in selecting, notifying and utilizing jurors to assure that jurors are being utilized efficiently and without unnecessary inconvenience.

RULE 6.02

GOALS OF THE JURY MANAGEMENT RULES

These Rules are intended to ensure the following:

A. Qualified Defiance, Fulton or Henry County residents meet their obligation to serve as jurors when summoned;

B. Person will not be excluded from prospective jury service because of improper or illegal discriminatory practices, including, but not limited to, those matters related to race, national origin, gender, sex, or age;

C. Every reasonable accommodation shall be made to secure the comfort and peace of mind of the jurors, including, but not limited to the following:

1. Prospective jurors shall be informed of their duties and responsibilities prior to a call to service;

2. Jurors shall be summoned as necessary for the administration of justice;
3. The Court will provide special accommodations for prospective jurors with disabilities.

RULE 6.03

PROCEDURES FOR OBTAINING ANNUAL JURY LISTS

A. In the month preceding the annual jury year, as determined by the Court from time to time, the Jury Commissioners, pursuant to R.C. 2313.01, shall select such number of prospective jurors as the Court may determine is needed for the following annual jury year by using the key number system pursuant to R.C. 2313.07 - .08. Pursuant to R.C.2313.21(C) the Court authorizes and directs the Jury Commissioners to conduct the drawing of the jurors by the use of automated data processing.

B. Deputy Jury Commissioners are appointed by the Jury Commissioners and approved by the Court and may perform any duties or class of duties which a Jury Commissioner may perform and as assigned to the Deputy by the Jury Commissioners, may administer an oath or affirmation in relation to any matter embraced in R.C. 2313.01 to 2313.47 inclusive.

C. The names of potential jurors shall be randomly obtained from a list provided by the Board of Elections containing the most recent names and addresses of registered voters.

The procedure shall provide for the retention of names of persons selected but not used as jurors, the printing of venires containing the names and addresses of the persons drawn, and reasonable safeguards against unlawful tampering or activation of the automated system.

The list or required number of persons eligible to serve as jurors shall be compiled by the Jury Commissioners and shall be known as the Annual Jury List.

D. The original Annual Jury List shall be certified by the Jury Commissioners and filed in the office of the Clerk of Common Pleas Courts. The Jury Commissioners may, by order of the Court, add to said list or enter on a supplementary list the names of persons who shall thereafter be qualified to serve as jurors.

RULE 6.04

PROCEDURES FOR SUMMONING JURORS

A. Appropriate management techniques shall be used to adjust the number of individuals summoned for jury duty and the number assigned to jury panels.

B. The Jury Commissioners shall once a year, randomly draw from the annual jury list the names of sufficient jurors to satisfy the needs of the Court for the subsequent term. The names selected shall be divided into a grand jury list and a list of sufficient number of prospective jurors for each four (4) month period during the term.

C. The Jury Commissioners over the signature of the Defiance, Fulton or Henry County Sheriff shall notify by ordinary mail prospective jurors of their selection for jury service and their requirement to respond. The notice to prospective jurors shall specify the four (4) month period for which the juror was selected and inform the prospective juror that a subsequent notice will be sent seven (7) days before the prospective juror will actually have to appear at the Court. Each prospective juror shall receive a Juror "Dear Citizen Letter," Sheriff's Summons, Juror Questionnaire with an Excuse/Postponement Form duplexed on the back, and a return envelope, to be completed and returned within ten (10) days to the Jury Commission Office. The Juror Questionnaire shall be reasonably understandable by an individual unfamiliar with the legal and jury systems and shall request information appropriate for the purpose of voir dire.

The prospective jurors shall be given a telephone number to obtain answers to any questions and trial verification number to use the day before the juror's court appearance.

The questionnaires may be provided to counsel prior to trial. The questionnaires shall not be duplicated by counsel and shall be returned to the Court upon completion of jury selection.

The questionnaires shall not be disclosed as public records (*State Ex Rel. Blankenship v. Baden, Clerk, et.al.*, 115 Ohio App.3d 127).

D. Notice shall be sent by the Jury Commissioners before a scheduled trial with the date, time and location of the juror's required attendance at the Court, parking facilities, and telephone access.

E. Departures from the random selection procedures may occur only when by reason of challenges or other causes, not enough jurors to make up a jury panel are present. Talesmen then may be summoned for said panel until the deficiency is made up. Further, the Court may defer a prospective juror called for service to a date or dates certain if it is found that requiring the prospective juror to serve when initially called would create a substantial hardship.

F. Persons summoned for jury service shall be paid a reasonable fee for each one-half or full day.

G. Following each jury trial and period of Grand Jury service, the Court shall notify the Jury Commissioners of those who have served on a trial jury or Grand Jury whose names will then be deleted from potential jury service through the next calendar year following their period of service.

RULE 6.05

EXCUSES AND DEFERRALS FROM JURY SERVICE

A. The only excuses from jury service are those set forth in the statute and pursuant to R.C.2313.16.

B. Eligible persons who are summoned for jury service may be excused from jury service upon presenting a letter from a physician stating the reason why the individual is not mentally or physically capable of jury service. In the event a juror believes an unusual continuing hardship to themselves or others may occur unless they are excused or deferred from jury service, a prospective juror shall file a written request with the Court. The Court may grant the request for excuse or deferral after review of the written request.

RULE 6.06

VOIR DIRE

A. To reduce the time required for voir dire, returned jury questionnaires will be available to counsel of record or pro se litigants prior to the day of jury selection. All prospective jurors should be questioned and all challenges should be disposed of by the Court.

B. The trial court may give the jurors preliminary instructions before the voir dire examination.

C. The trial court shall conduct a preliminary voir dire examination and then counsel shall be permitted to question the panel for a reasonable period of time set by the Court. To ensure that the privacy of prospective jurors is reasonably protected, voir dire regarding personal or sensitive matters may be conducted in camera.

RULE 6.07

SATISFACTION OF JURY SERVICE OBLIGATION

Once a juror has completed four (4) months of being on call for jury service or has served as a juror, the juror is discharged of all obligations for the balance of that jury year. A person who has served on a jury in a jury trial or as a member of the Grand Jury in any Court of the State is thereafter prohibited from jury service through the calendar year following the day of his/her last service pursuant to R.C. 2313.34.

RULE 6.08

PROSPECTIVE JUROR PRIVACY

A. To preserve the privacy and confidentiality of prospective jurors, when deemed advisable by the Court, lists of potential jurors submitted to counsel may be identified only by number, and other identifying data, i.e. telephone numbers, addresses, etc., may be withheld and sealed. Counsel shall make no copies of Juror Questionnaires and shall return said questionnaires to the Court upon completion of jury selection.

B. The Court may order that identifying data of prospective jurors and information contained on Juror Questionnaires provided counsel shall not be disclosed by counsel to litigants, defendants, or others not directly associated with counsel's professional office.

C. This Rule shall apply to both potential grand and petit jurors.

CHAPTER 7

[Reserved]

CHAPTER 8

[Reserved]

CHAPTER 9

[Reserved]

CHAPTER 10
RULES APPLICABLE IN ALL DOMESTIC RELATIONS CASES

Rule 10.01

MANDATORY AFFIDAVITS

- A. In all cases in which allocation of parental rights for minor child(ren) may be involved, a DR-2 form (uniform child custody jurisdiction and enforcement act affidavit) shall be filed at the time of the complaint or any other pleading requesting the allocation of parental rights and responsibilities for minor child(ren). No case involving the allocation of parental rights and responsibilities for minor child(ren) may be filed without a DR-2 form.
- B. DR-1 and DR-1A forms and an extra copy thereof for the county Child Support Enforcement Agency (“CSEA”) shall be filed with a petition for dissolution of marriage, with the original complaint in all annulment, legal separation and divorce cases, and with all post-judgment motions for modification of child and/or spousal support (Parts A and B). The responding party shall file DR-1 and DR-1A forms with his or her answer, response, objections to *ex parte* orders, counterclaims or counter-motions. If the responding party does not file a response, (s)he must file DR-1 and DR-1A forms at least ten days prior to a hearing on temporary orders or a scheduled mediation or at least sixty days prior to a pretrial or the final hearing, whichever is earlier. A DR-1 form shall be updated prior to any further pretrial, final hearing or trial, when necessary to correct or complete any information previously provided. Failure to provide or update the information required by the DR-1 form may result in the Court’s acceptance of the party’s information provided on the DR-1 form as filed, as well as other available sanctions for failure to provide discovery. However, the Court may modify these time limitations for good cause shown.
- C. Blank DR-1, DR-1A and DR-2 forms shall be made available by the Clerk of Courts to any person, upon request. The Clerk shall include a blank copy of DR-1 and DR-1A forms with the items to be received by the responsive party at the time of service.

Rule 10.02

COURT SCHEDULES

- A. Included within these Rules are Schedule A (“Parenting Time Guidelines for Travel Distances Under 150 Miles One Way”), Schedule B (“Long Distance Parenting Time Guidelines Over 150 Miles One Way”), Schedule C (“Maintenance of Insurance and Payment of Extraordinary Expenses for Minor Children”), “Schedule D” (“Provision of Health Insurance for Minor Children”) and Schedule E (“Application for Child Support Services”).
- B. The parties are encouraged to create their own parenting time schedules for their child(ren) and Appendix A (“Age Appropriate Parenting Access Plans”) is included within these rules for consideration by parents wishing to do so. Nevertheless, Schedules A and B may be used in cases in which they are appropriate and, unless findings to the contrary are made by the Court, shall be deemed the minimum parenting schedule in cases in which a schedule is not specified.
- C. In any case in which there are minor child(ren), orders shall issue regarding the parties’ responsibility to provide health insurance for the child(ren) and for payment of those health related expenses for the child(ren) not paid by insurance coverage. Schedule C sets out the standard Court order for insurance and payment of expenses and will be adopted by the Court unless a different order is submitted by the parties and approved by the Court. Schedule D sets out requirements for provision of health insurance and shall be completed and attached to the judgment entry filed in every case in which there are minor children or, in the alternative, appropriate language as set out within Schedule D may be incorporated in the judgment entry.
- D. At such time as a child support order is issued by the Court, Schedule E shall be completed with the original forwarded by the Clerk of Courts to the Child Support Enforcement Agency and a copy filed in the family file.

Rule 10.03

FAMILY FILE

- A. Documents filed in any case containing sensitive personal information shall be kept in a separate family file to be maintained by the Clerk of Courts in such manner and in such location as the Clerk deems appropriate.
- B. The family file shall contain the following items:
1. The parties' DR-1 affidavit form and attachments thereto;
 2. Tax returns;
 3. Reports of psychological or custody evaluations;
 4. Medical reports;
 5. Reports of supervised parenting time or supervised parenting time exchanges;
 6. Reports of a home study evaluator or guardian *ad litem*.
 7. Reports of medical or drug testing;
 8. Copy of Application for Child Support Services;
 9. Letters to the Court from the parties, the child(ren) and/or other individuals.
 10. Other items as directed by the Court.
- C. Upon motion of any party or upon the Court's own motion, other documents containing sensitive personal information may be ordered to be kept in the family file. If there are documents which are to be filed in the "public file" containing social security numbers or any other individual identifying information, the same shall be redacted on those documents in the "public file."
- D. The "public file" shall contain, in place of the document contained in the family file, a Notice of Filing prepared by the Clerk of Courts reflecting the filing of the document maintained in the family file and the date thereof (e.g., "Notice is hereby given that on [*date of filing*] a [*name of document*] was filed by [*person or party filing document*], which shall be maintained in the Family File").

- E. In the event that the Court conducts an *in camera* interview of any child, upon request of any party or in its own discretion, the Court shall hold said recording or transcript of the recording in a separate file. The recording shall not be made available to either party or counsel without Court approval. A transcript of said recording shall only be made available to counsel or the parties after the filing of Objections to a Magistrate's Decision to the Court or an appeal to the Court of Appeals.
- F. Contents of the family file may be inspected and reviewed by the parties, an attorney or the county's CSEA's counsel or representative only upon request made to the Court. Court Order 7 may be used to request and order inspection and review of the family file. Contents of the family file shall be otherwise available for inspection and review only by court personnel, guardians ad litem and parenting coordinators in the performance of their required duties or as the Court may direct.

Rule 10.04

TEMPORARY RESTRAINING ORDERS AND *EX PARTE* ORDERS

- A. Upon commencement of an action for divorce, annulment, or legal separation, the Court shall issue a preliminary injunction enjoining both parties from engaging in certain actions as delineated in Court Order No. 1 (Preliminary Injunction).
- B. Applications for *ex parte* orders relating to the allocation of parental rights, child support, spousal support, or for sole and exclusive use of the marital residence shall contain the following information:
1. The basis for the claimed exigent circumstance which requires the issuance of an *ex parte* order. The factual basis of said exigent circumstances shall be supported by an affidavit sworn to by the requesting party;
 2. A statement by counsel as to the efforts made to contact either opposing counsel or, if unrepresented, the opposing party or, in the alternative, the reason why opposing counsel or the unrepresented party should not be given notice;
 3. All *ex parte* orders shall advise the opposing party of the right to request a hearing and shall contain the following language in bold print:

The Court has made this order solely upon the evidence provided by _____ . You may request a hearing on this matter. You have the right to counsel and should have counsel present with you at any hearing. This is a temporary order and the Court will review all the evidence of the parties at any requested hearing.

- C. Upon a filing for a request for hearing by the enjoined party, the court shall schedule a hearing on the merits within ten (10) days. In the event no request for hearing is received, the court shall schedule a hearing within three (3) weeks from the date of service.
- D. All motions shall be submitted for consideration to the assigned judge or magistrate unless the assigned judge or magistrate is unavailable to address the matter in a timely manner.

CHAPTER 11

PARENTING PROGRAMS

Rule 11.01

ATTENDANCE AT ASSISTING OUR KIDS (“A OK”) PROGRAM

Parties to any action in which the allocation of parental rights and responsibilities for their child(ren) is being considered shall attend the Assisting Our Kids (“A OK”) Program within seventy-five (75) days after filing a complaint or motion initiating the action, unless the same is waived by the Court or, if a party lives out of the area, a court-approved substitute program is completed. If a party completes the “A OK” Program in the county in which the case is filed, the cost of the class shall be paid from the court cost deposit made in the case. However, if a party chooses to complete the program at another location, the party shall directly pay the cost of the program at the time of attendance.

Rule 11.02

ATTENDANCE AT HOW TO RAISE THE BEST CHILDREN POSSIBLE PROGRAM

- A. Parties to any action in which the allocation of parental rights and responsibilities for their child(ren) is being considered may, by Court order, be required to attend the How to Raise the Best Children Possible Program, if the same is available in the county in which the action is pending. The Court may make an order to attend the program (see “Court Order 4”) when one or more of the following factors are present:
1. The parents have serious on-going disagreements about the implementation of an order for the allocation of parental rights and responsibilities and/or parenting time;
 2. There is a history of extreme or ongoing parental conflict which has been undeterred by previous litigation or other interventions and from which the children are suffering;
 3. The parents have very young child(ren) whose parenting time schedule will require frequent adjustment to maintain age-appropriate contact with both parents and the parents have been previously unable to reach agreements on their parenting time schedule without Court intervention;

4. The parents have child(ren) with medical or psychological conditions or disabilities which require frequent decisions regarding treatment or frequent adjustments in parenting time schedules and the parents have been previously unable to reach agreements without Court intervention;
5. One or both parents suffer from mental or psychological condition(s) or disability(s) which have resulted in an inability to reach agreements or make adjustments in the parenting time schedule, even when minor in nature, without assistance;
6. A parenting coordinator has been or will be appointed in the case.

CHAPTER 12

CHILD SUPPORT

Rule 12.01

ORDERS FOR CHILD SUPPORT

A. All orders for child support shall contain the full names of both parties. The Application for Child Support Services (“Court Schedule E”) must be filed with any child support order. The original of the Application shall be forwarded to the Child Support Enforcement Agency by the Clerk of Courts, together with a copy of the child support order. A copy of the Application shall be filed in the family file.

B. Unless:

1. A child is mentally or physically disabled and is incapable of supporting or maintaining himself or herself and the Court has made other appropriate orders for the duration of the support of the child; or
2. Unless the child(ren)’s parents have agreed to continue support beyond that time required by law pursuant to a separation agreement that was or is incorporated into a decree of divorce or dissolution;

all orders establishing or modifying a child support order shall contain the following language:

Pursuant to Ohio Revised Code §3119.86, this child support order will remain in effect beyond the age of eighteen (18) as long as the child continuously attends any recognized and accredited high school on a full time basis. Support will continue during seasonal vacations until the order terminates. Nevertheless, no current obligation for support will remain in effect beyond the child’s attainment of the age of nineteen (19) subject to the continuing jurisdiction of the Court. In the event the child is not attending an accredited high school, support will terminate upon the child’s eighteenth (18th) birthday.

C. Under any circumstances, all orders establishing or modifying a child support order shall contain the following language:

The Obligor shall pay as and for current support the sum of \$ _____ per month, for the _____ minor child(ren), which amount will be collected in periodic payments based upon the Obligor’s regular pay cycle. (A copy of the child support worksheet is attached hereto as “Exhibit _____”).

All payments ordered herein will be accompanied by an additional 2% administrative fee for a total monthly payment of \$ _____ and shall be paid through the Ohio Child Support Payment Central, PO Box 182394, Columbus, Ohio 43218, or as directed by the _____ County Child Support Enforcement Agency. Any sums not paid through said agency shall be considered a gift and not credited on the obligations contained herein.

The Obligor will notify the Child Support Enforcement Agency immediately of any change in employment, income or address.

Whenever the Obligor received income of any kind and the ordered child support or spousal support is not automatically withheld from the Obligor's income/wages pursuant to an income withholding, the Obligor will pay the child support directly through the Ohio Support Payment Central, PO Box 182394, Columbus, Ohio 43218, or directly through the _____ County Child Support Enforcement Agency.

All support under this order shall be withheld or deducted from the incomes or assets of the Obligor pursuant to a withholding or deduction notice or appropriate Court order issued in accordance with Chapters 3119, 3121, 3123, and 3125 of the Revised Code or a withdrawal directive issued pursuant to §§3123.24 to 3123.38 of the Revised Code and shall be forwarded to the Obligee in accordance with chapters 3119, 3121, 3123, and 3125 of the Revised Code.

Each party to this support order must notify the Child Support Enforcement Agency in writing of his or her current mailing address, current residence address, current residence telephone number, current driver's license number, and of any changes in that information. Each party must notify the agency of all changes in that information until further notice from the Court. If you are the Obligor under a child support order and you fail to make the required notifications you may be fined up to \$50.00 for a first offense, \$100.00 for a second offense, and \$500.00 for each subsequent offense. If you are an Obligor or Obligee under a support order and you willfully fail to make the required notification, you may be found in contempt of Court and be subjected to fines up to \$1,000.00 and imprisonment for not more than ninety (90) days.

If you are an Obligor and you fail to make the required notifications, you may not receive notice of the following enforcement actions against you: imposition of liens against your property; loss of your professional or occupational license, or recreational license; withholding from you income; access restriction and deduction from your accounts in financial institutions; and any other action permitted by law to obtain money from you to satisfy your support obligation.

- D. A copy of the worksheet shall be attached to all orders establishing or modifying a support obligation, including temporary orders.
- E. All Court orders modifying a child support obligation shall be effective the date of the filing of the motion to modify, unless otherwise agreed to by the parties or otherwise ordered by the Court. In cases in which an administrative modification is adopted by the Court, unless otherwise ordered, the effective date shall be as set forth in the administrative determination.
- F. All final orders shall state whether any arrears accruing from temporary orders for support shall be carried forward. Failure to specifically reserve the carryover of arrears shall result in those arrears being waived.

- G. All orders establishing or modifying a child support obligation shall contain a certificate of service certifying that a file-stamped copy of the judgment entry has been provided to the county Child Support Enforcement Agency.

Rule 12.02

TERMINATION OF CHILD SUPPORT ORDERS

- A. In the event the Child Support Enforcement Agency determines, upon investigation, that a child support order should terminate, it shall take the following actions:

1. Notify the obligor and the obligee, under the order, of the results of the investigation, as required by the Ohio Revised Code;
2. Submit the results of the investigation and any administrative decisions therefrom to the Court after all administrative remedies have been exhausted and either the administrative decision has become final or one or both of the parties have requested a Court hearing objecting to the administrative decision;
3. Issue administratively, or submit to the Court, an order impounding any funds received pursuant to the order that was under investigation if there are no remaining child(ren) and no child support arrearage of record and the agency determines that an order impounding any funds received for the child(ren) pursuant to the child support order is necessary to avoid excess payment by the obligor.

- B. Any excess amount paid by the obligor shall be considered as a child support credit towards any ongoing obligation.

If there is no ongoing obligation and no arrearage to be repaid, said excess funds shall be refunded to the obligor.

Rule 12.03

QUALIFIED MEDICAL SUPPORT ORDER

At the request of either party or in the discretion of the Court, a qualified medical support order shall issue. When preparing said order, "Court Order #3," as included within these Rules, may be used.

Rule 12.04

DETERMINATION OF HEALTH INSURANCE PROVIDER

In accordance with Ohio Revised Code 3119.30, every support order shall include a determination of the person or persons responsible for health care of children, to include an appropriate order for provision and maintenance of health insurance for the minor child(ren) of the parties. No court order shall specify the provision of Medicaid by either party as satisfying this requirement. If not contained in the body of the support order in substantially similar form, schedules C and D shall be completed and included in every support order issued by the Court.

CHAPTER 13
GUARDIAN AD LITEM

Rule 13.01

GUARDIAN AD LITEM IN DOMESTIC RELATIONS CASES

- A. When requested by a party or upon the Court's own motion, a Guardian *ad Litem* shall be appointed to protect the interests of a child. A party requesting a Guardian *ad Litem* shall do so by oral or written motion.
- B. A Guardian *ad Litem* may be an attorney, a trained mental health professional, or a qualified volunteer, if one is available and the appointment is appropriate.
- C. An entry shall be prepared as provided in the form attached to these Rules as "Court Order #2." The entry shall include the role of the Guardian *ad Litem*, the nature of payments to be made by the parties, and the amount of the deposit to be paid. In establishing these amounts and the nature of the payments, these criteria shall apply:
1. For all delinquent, unruly, dependent, neglected or abused children cases and for those allocation of parental rights and responsibilities cases in which the parents are indigent and in which an attorney is appointed as Guardian *ad Litem*, compensation shall be in accordance with that provided for court-appointed counsel, which shall be stated in the entry.
 2. For all non-indigent cases, in which an attorney or a mental health professional is appointed, the fees shall be in accordance with the rate stated in the entry.
 3. For all cases in which a qualified volunteer is appointed, unless otherwise ordered, he or she shall be reimbursed for his or her expenses (e.g., mileage, telephone calls, etc.) by the parties pursuant to orders made by the Court and, if a Court Appointed Special Advocate ("CASA")/Guardian *ad Litem* is appointed, that program shall be paid by the parties pursuant to orders made by the Court.

D. have the right to subpoena any individual or entity for any reasons allowed under the Ohio Rules of Civil Procedure. In the event the Guardian *ad Litem* is an attorney at law, the Guardian *ad Litem* shall be entitled to participate in the hearing in the same manner as counsel for the parties.

If the Guardian *ad Litem* is not an attorney, the Guardian *ad Litem* may prepare written questions the Guardian *ad Litem* wishes to address to the parties or other witnesses. The written questions shall be submitted to the Court. The Court shall determine what questions shall be proffered to the parties or witnesses. The Court will examine the parties and witness as to those questions.

E. The Guardian *ad Litem* shall interview each parent and the child(ren) separately and observe any interaction between parent and child(ren). In addition, the Guardian *ad Litem* shall investigate any significant persons as the Guardian *ad Litem* deems necessary.

F. The Guardian *ad Litem* shall attend all pretrials, hearings and/or mediations scheduled in the case, unless excused by the Court. The Guardian *ad Litem* shall be subject to cross-examination if called by either party to testify. A report shall be prepared by the Guardian *ad Litem* and filed with the Court at least seven (7) days prior to the final hearing unless otherwise ordered by the Court.

G. The Guardian *ad Litem* shall be served with copies of all pleadings and shall be provided notice of all hearings. All judgment entries shall be submitted to the Guardian *ad Litem* for approval.

H. Upon completion of the case or at other appropriate time, the Guardian *ad Litem* shall submit application for fees and/or costs to the Clerk of Courts and to the parties. The balance of the unpaid fees and/or costs over and above the deposit shall be taxed as court costs or shall be subject to orders for payment issued by the Court.

CHAPTER 14
PARENTING COORDINATOR

Rule 14.01

ALLOWING FOR THE APPOINTMENT OF A PARENTING COORDINATOR

A. In cases in which the Court determines that one or more of the following factors is present:

1. The parents have serious on-going disagreements about the implementation of an order for the allocation of parental rights and responsibilities and/or parenting time and will need ongoing assistance;
2. There is a history of extreme or ongoing parental conflict which has been undeterred by previous litigation or other interventions and from which the children are suffering;
3. The parents have very young child(ren) whose parenting time schedule will require frequent adjustment to maintain age-appropriate contact with both parents and the parents have been previously unable to reach agreements on their parenting time schedule without Court intervention;
4. The parents have child(ren) with medical or psychological conditions or disabilities which require frequent decisions regarding treatment or frequent adjustments in parenting time schedules and the parents have been previously unable to reach agreements without Court intervention;
5. One or both parents suffer from mental or psychological condition(s) or disability(ies) which have resulted in an inability to reach agreements or make adjustments in the parenting time schedule, even when minor in nature, without assistance.

and the parents have agreed to have access to a decision-making authority without incurring the various burdens and costs associated with litigation, the Court may appoint a Parenting Coordinator for the family.

B. A Parenting Coordinator may be an attorney, a trained mental health professional, or a qualified volunteer, if one is available and the appointment is appropriate.

- C. A Parenting Coordinator shall not be appointed until all of the parties have delineated the powers and duties of the Parenting Coordinator and the term of service for the Parenting Coordinator in a consent order appointing the Parenting Coordinator or in an agreement signed by both parties and incorporated into a consent order. The parties shall be responsible for the cost of the Parenting Coordinator, the terms and conditions for which shall be set out in the consent order or in their agreement attached thereto.
- D. Once said consent order has been agreed upon and approved by the Court, the Parenting Coordinator shall exercise the powers and duties set out in or incorporated into said order. Nevertheless, the Parenting Coordinator shall not be entitled to determine changes in the designation of legal custodian or in primary placement of the children.
- E. In compliance with said order or the agreement incorporated into the order, the Parenting Coordinator shall first attempt to utilize mediation techniques to resolve any dispute that may have arisen. If the dispute is resolved at that time, the same shall be reduced to writing, signed by each party and the attorneys, if any, and, if approved by the Court, filed as a consent entry.
- F. If the dispute is not resolved, the Parenting Coordinator shall issue a written decision that shall be filed with the Court, with a copy sent by the Parenting Coordinator to each party and the attorneys. Each party shall have fourteen (14) days in which to object to the decision, by filing an objection with the Court. If one party files an objection within the fourteen (14) day period, the other party shall have ten (10) days thereafter in which to file his or her objection, if any. At that time, the dispute shall be assigned for hearing.
- G. Pending hearing on any objection(s), all parties shall comply with the Parenting Coordinator's decision, unless the Court relieves the parties of that responsibility.
- H. Any court costs incurred for filings made by the Parenting Coordinator shall be paid by the parties according to the terms and conditions of the consent order appointing the parenting coordinator or the parties' agreement incorporated therein.
- I. The Parenting Coordinator shall not serve as a therapist for the child or any party. He or she shall not serve as the Guardian *ad Litem* for the child or as his or her attorney. In addition, he or she shall not serve as an attorney for any party to the proceeding. Parenting coordination is not mediation and is not subject to the Uniform Mediation Act or to Rule 16 of the Rules of Superintendence for the Courts of Ohio.

CHAPTER 15

MEDIATION

Rule 15.01

MEDIATION IN DOMESTIC RELATIONS MATTERS

Upon order of the Court (see Court Order 8), a domestic relations matter, filed in this Court may be submitted to mediation as provided in this Rule.

- A. A domestic relations case may be referred to mediation by order of the Court. The Court may issue the order on its own motion, upon the motion of counsel, upon referral by the mediator or upon agreement of the parties. A case may also be referred to mediation by random selection. In addition, if the parties' order sets out that, in the event of a future dispute, they may return to mediation after their case is closed, they may do so by contacting the mediation office and establishing an appointment. At such time as they so return to mediation, they may be required to pay a fee, as may be established by the Court from time to time.
- B. All remaining court orders shall remain in effect. No order is stayed or suspended during the mediation process.
- C. Continuances of scheduled mediations shall be granted only for good cause shown and by the Mediation Coordinator or the Judge or Magistrate who referred the case. Except as authorized by the Court, the existence of pending motions shall not be good cause for a continuance and no continuance will be granted unless the mediation can be scheduled prior to the final pretrial.
- D. Pursuant and subject to the provisions of the "Uniform Mediation Act" (UMA) O.R.C. 2710.01 to 2710.10, the Rules of Evidence, and any other pertinent judicial rule, all communications related to the mediation or made during the mediation process shall be governed by the privileges as set forth in the UMA. Upon written agreement, all communications may be confidential. At the conclusion of mediation, the mediator shall issue a report, informing the Court who attended the mediation session(s) and whether the case settled. If the case has not settled, then the report shall

set out whether the case is scheduled for further mediation or is returned to the Court for further proceedings. No other information shall be communicated by the mediator to the Court.

- E. A mediator acting pursuant to this Local Rule shall have all immunity conferred by statute, rule and common law.
- F. The efforts of the mediator shall not be construed as giving legal advice.
- G. All parties shall attend the mediation sessions, including, unless previously excused, the guardian ad litem. Further, if the parties choose, and pursuant to the UMA, they may have their attorney and/or such other support person or persons attend the mediation session. However, the mediator shall have the right not to conduct the mediation session if a party insists upon bringing a person to the session that the mediator believes is inappropriate or would harm the process. The mediator shall also have the right to require the attendance of the attorneys at the session if the mediator determines it is appropriate and necessary for the process. Attorneys may, at their option, and shall, if required by the mediator, submit mediation memoranda which shall include the following:

1. The elements of each claim asserted by the party filing the mediation memorandum;
2. A brief statement of the claimed facts supporting those claim(s);
3. A statement of admitted or undisputed facts;
4. A statement of remaining issues of facts to be tried;
5. Any amendments which have been made to pleadings;
6. Any tender of issues in the pleadings that are to be abandoned;
7. A proposal for settlement of the claim(s). This proposal may be submitted in camera.

Mediation memoranda may be submitted in confidence or exchanged by counsel at their preference. However, any attorney who submits a mediation memorandum in confidence shall advise the opposing counsel it is their intention to file the memorandum in confidence. Any mediation memorandum submitted under this Rule shall be provided to the mediator at least 5 working days prior to the scheduled mediation session.

H. Any mediator hired to work for the court's Mediation Service or hired by the service as a contract mediator shall meet the following qualifications:

8. **General qualifications and training.** A mediator employed by the Court's Mediation Service or to whom the service makes referrals for mediation of allocation of parental rights and responsibilities, the care of, or visitation with, minor children, abuse, neglect, and dependency, or juvenile perpetrated domestic violence cases shall satisfy all of the following:
 - a. Possess a bachelor's degree, or equivalent education experience as is satisfactory to the Mediation Coordinator, and at least two years of professional experience with families. "Professional experience with families" includes mediation, counseling, casework, legal representation in family law matters, or such other equivalent experience satisfactory to the division.
 - b. Complete at least twelve hours of basic mediation training or equivalent experience as a mediator that is satisfactory to the Mediation Coordinator.
 - c. After completing the training required by division (H)(1)(b) of this rule, complete at least forty hours of specialized family or divorce mediation training that is provided by a training program approved by the Ohio Supreme Court Dispute Resolution Section in accordance with standards established by the Supreme Court Advisory Committee on Dispute Resolution.
9. **Specific qualifications and training: domestic abuse.** A mediator employed by the Mediation Service or to whom it makes referrals for mediation of any case shall complete at least fourteen hours of specialized training in domestic abuse and mediation through a training program approved by the Ohio Supreme Court Dispute Resolution Section in accordance with standards established by the Supreme Court Advisory Committee on Dispute Resolution. A mediator who has not completed this specialized training may mediate these cases only if he/she co-mediate with a mediator who had completed the specialized training.

I. Any mediator providing services for the court shall ensure that they are utilizing procedures for:

10. Ensuring that parties are allowed to participate in mediation, and if the parties wish, that their attorneys and other individuals they designate are allowed to accompany them and participate in mediation;
11. Screening for domestic violence both before and during mediation;
12. Encouraging appropriate referrals to legal counsel and other support services for all parties, including victims or and suspected victims of domestic violence;
13. Prohibiting the use of mediation in any of the following:

- a. as an alternative to the prosecution or adjudication of domestic violence;
- b. in determining whether to grant, modify or terminate a protection order;
- c. in determining the terms and conditions of a protection order; and
- d. in determining the penalty for violation of a protection order.

J. Further, any mediator providing services for the court shall conduct a mediation session where violence or fear of violence is alleged, suspected or present only when that mediator has completed the training specified above and ensures that the following conditions are satisfied:

1. The person who is or may be the victim of domestic violence is fully informed, both orally and in writing, about the mediation process, his or her right to decline participation in the mediation process, and his or her option to have a support person present at the mediation sessions;
2. The parties have the capacity to mediate without fear of coercion or control;
3. Appropriate procedures are in place to provide for the safety of the person who is or may be the victim of domestic violence or coercion between the parties;
4. Procedures are in place for the mediator to terminate mediation if he or she believes there is continued threat of domestic violence or coercion between the parties;
5. Procedures are in place for issuing written findings of fact, as required by R.C. 3109.052, to refer certain cases involving domestic violence to mediation.

K. Mediators providing services for the court shall comply with the Model Standards of Practice for Family and Divorce Mediation and the Special Policy Considerations for the State Regulation of Family Mediators and Court Affiliated Programs as set for in Rule 16 of the Rules Superintendence for the Courts of Ohio.

CHAPTER 16
DIVISION OF PENSIONS OR OTHER RETIREMENT PLANS

Rule 16.01

QUALIFIED DOMESTIC RELATIONS ORDER (“QDRO”)

- A. Unless otherwise agreed, counsel for the alternate payee entitled to the pension or retirement plan, or a portion thereof, shall prepare the Qualified Domestic Relations Order (“QDRO”) for submission to the Court.
- B. Whenever the parties agree to divide a pension or retirement program by a QDRO, they or their counsel shall sign and approve the original of a QDRO submitted to the Court and shall sign and approve any subsequent QDRO submitted to the Court, unless signature is waived by the Court.
- C. If the Court ordered a division of a pension or retirement plan, the Court may assign the responsibility to prepare and submit the QDRO to the Court.
- D. The QDRO shall be prepared as soon as possible following the final hearing for submission to the Court.
- E. Unless otherwise agreed or ordered, a QDRO for a defined benefit plan shall contain the following provisions or shall be governed by the following assumptions:
1. The QDRO will be a separate interest QDRO, meaning the alternate payee’s benefits shall be independent of those of the participant;
 2. The division of benefits shall be based on the language of the case of Hoyt v. Hoyt, 53 Ohio St. 3d 177 (1999), and its progeny;
 3. The benefits assigned to the alternate payee shall include any and all temporary and supplemental benefits. Further, the benefits, as assigned to the alternate payee, shall include all early retirement subsidies and, should the alternate payee commence receipt of the benefits prior to participant’s retirement, the alternate payee’s benefits will be recalculated to reflect the subsidy;
 4. The alternate payee will be deemed to be the surviving spouse of the participant to the extent of benefits assigned for the purpose of a pre-retirement survivor annuity;
 5. The division of the benefits will be made as of the date of final hearing of dissolution or as of the date upon which the final hearing of divorce concludes.

F. Unless otherwise agreed or ordered, a QDRO for a defined contribution plan shall contain the following provisions or be governed by these assumptions:

6. The division of the benefits will be the date of the final hearing in the case;
7. The alternate payee's benefits shall be credited with investment earnings and/or losses from the date of division until distribution;
8. The QDRO will allow an immediate lump sum distribution of the alternate payee's benefits, if permitted by the plan;
9. Any loans from the plan shall be charged to the participant's benefits and will remain the obligation of the participant;
10. The alternate payee's share of the benefits will not reflect credit for sums deposited into the plan after the date of division which are based on service for periods prior to the date of division.

G. In all cases in which a Qualified Domestic Relations Order is to be issued, the final judgment entry shall contain the following language:

The Court retains jurisdiction with respect to the Qualified Domestic Relations Order to the extent required to maintain its qualified status and the original intent of the parties. The Court also retains jurisdiction to enter further orders as are necessary to enforce the assignment of benefits to the non-participant as set forth herein, including the recharacterization thereof as a division of benefits under another plan, as applicable, or to make an award of spousal support, if applicable, in the event that the participant fails to comply with the provisions of this order. Notwithstanding the reservation of jurisdiction to insure that the domestic relations order is qualified, this is a final appealable order.

H. The participant shall not take actions, affirmative or otherwise, that can circumvent the terms and provisions of the Qualified Domestic Relations Order, or that may diminish or extinguish the rights and entitlements of the participants. The Court shall retain jurisdiction to enter further orders as are necessary to enforce the assignment of benefits to the non-participant as set forth herein, including the recharacterization thereof as a division of benefits under another plan, as applicable, or to make an award of spousal support, if applicable, in the event that the participant fails to comply with the provisions of this order.

Rule 16.02

DIVISION OF PROPERTY ORDER (“DOPO”)

- I. Unless otherwise agreed, counsel for the alternate payee entitled to the state pension or retirement plan, or a portion thereof, shall prepare the Division of Property Order (“DOPO”) for submission to the Court.
- J. Whenever the parties agree to divide a state pension or retirement program by a DOPO, they or their counsel shall sign and approve the original of a DOPO submitted to the Court and shall sign and approve any subsequent DOPO submitted to the Court, unless signature is waived by the Court.
- K. If the Court ordered a division of a state pension or retirement plan, the Court may assign the responsibility to prepare and submit the DOPO to the Court.
- L. The DOPO shall be prepared as soon as possible following the final hearing for submission to the Court.
- M. A DOPO shall contain those provisions approved in Sections 145.571, 742.462, 3305.21, 3307.371, 3309.671 or 5505.261, whichever is applicable to the particular state retirement plan.
- N. Unless otherwise agreed or ordered, the division of the benefits will be the date of the final hearing in the case.
- O. In all cases in which a DOPO is to be issued, the final judgment entry shall contain the following language:

The Court retains jurisdiction with respect to the Division of Property Order to the extent required to maintain its qualified status and the original intent of the parties. The Court also retains jurisdiction to enter further orders as are necessary to enforce the assignment of benefits to the non-participant as set forth herein, including the recharacterization thereof as a division of benefits under another plan, as applicable, or to make an award of spousal support, if applicable, in the event that the participant fails to comply with the provisions of this order. Notwithstanding the reservation of jurisdiction to insure that the Division of Property Order is qualified, this is a final appealable order.

P. The participant shall not take actions, affirmative or otherwise, that can circumvent the terms and provisions of the DOPO, or that may diminish or extinguish the rights and entitlements of the participants. The Court shall retain jurisdiction to enter further orders as are necessary to enforce the assignment of benefits to the non-participant as set forth herein, including the recharacterization thereof as a division of benefits under another plan, as applicable, or to make an award of spousal support, if applicable, in the event that the participant fails to comply with the provisions of this order.

CHAPTER 17
DRUG TESTING

Rule 17.01

DRUG TESTING

- A. Any party to an action may request testing for the purpose of determining the existence of illegal substances or the use of illegal substances by any party to the action. A request for drug testing shall be made in the form of a motion with supporting affidavit. The costs of the initial test shall be born by the party requesting the drug testing unless otherwise ordered.
- B. Upon request in a motion and supporting affidavit and, provided the Court finds reasonable grounds to believe drug usage is occurring, the Court shall order the party or parties to be tested under such terms and conditions the Court deems appropriate.
- C. In addition, the Court may, on its own motion, order such testing and assign the costs therefore, if the Court believes there are reasonable grounds to believe drug usage is occurring.
- D. The report of the results of any such drug testing shall not be utilized in any criminal actions or for prosecutorial purposes and shall, as required by these Rules, be placed in the family file.

CHAPTER 18
EVALUATIONS AND INVESTIGATIONS FOR THE ALLOCATION OF
PARENTAL RIGHTS AND RESPONSIBILITIES

Rule 18.01

**INVESTIGATIONS FOR THE ALLOCATION OF PARENTAL RIGHTS AND RE-
SPONSIBILITIES**

- A. Pursuant to Rule 75(D) of the Ohio Rules of Civil Procedure and Ohio Revised Code §3109.04(C), "...the court may cause an investigation to be made as to the character, family relations, past conduct, earning ability, and financial worth of the parties to the action." In appropriate cases in which there are questions regarding the allocation of parental rights and responsibilities for the care of children, the Court shall order that such an investigation be made by an appropriately trained individual and that a report thereof be completed and filed with the Court. The investigation may include an evaluation of the parties' and the children's psychological status. The order issued shall indicate how the costs for the investigation shall be divided. [See "Court Order 5" for an Investigation (Home Study) and "Court Order 6" for an Evaluation by a psychologist].
- B. Upon the issuance of a report, the same shall be sent by the investigator or evaluator to the Court. The original of said report shall be filed within the family file not less than seven (7) days before trial and, at discretion of the Court, copies may be provided by the Court to counsel of record or to unrepresented parties. Under any circumstances, counsel and unrepresented parties shall be notified upon the filing of the report and shall be entitled to review the same at the Court, upon conditions the Court deems appropriate.
- C. The report shall be signed by the investigator and the investigator shall be subject to cross-examination by either party concerning the contents of the report.

CHAPTER 19
[Reserved]

CHAPTER 20
APPLICABLE RULES TO CRIMINAL CASES

RULE 20.01

PERSONAL RECOGNIZANCE BONDS

- A. Any defendant seeking release upon a recognizance (O.R.) bond shall be required to sign a written bond application.
- B. All O.R. bonds shall be subject to the following standard conditions:
1. The defendant shall timely appear at all scheduled court appearances and obey all court orders and directives;
 2. The defendant's attorney must be able to contact the defendant at all times. The defendant shall keep in contact with his/her attorney and comply with all directives of said attorney;
 3. The defendant must maintain a current address and phone number with defense counsel, the Clerk of Court and, if so ordered by the Court, with the Adult Probation Department. Any change of address or phone number must be reported by the defendant to the above parties by the next business day after the change. The defendant may not change his/her address or phone number without prior approval from the Court or the Adult Probation Department.
 4. Unless permission is secured from the Adult Probation Department, the defendant's travel shall be restricted to either of the following:
 - (a) The confines of the Ohio County in which he/she now resides, or
 - (b) The State of the defendant's residence, if other than Ohio.
 5. The defendant shall not be charged with nor commit any serious traffic or criminal offenses.
- C. The Court may impose any other constitutional conditions considered reasonably necessary to ensure appearance or public safety.

RULE 20.02

COURT APPOINTMENT

A. Any attorney appointed to provide legal representation for indigent defendants shall be compensated pursuant to Section 120.33 et.seq., Revised Code of Ohio, and any other applicable Ohio law. Such attorneys shall be reimbursed for expenses reasonably incurred not to exceed one hundred dollars (\$100.00) without prior court approval. Necessary expenses in excess of \$100.00 may be allowed only if approved by the trial Judge in advance of incurring the expense and if the amount thereof is determined to be reasonable by the trial Judge. No attorney shall be appointed to represent an indigent defendant if that attorney has received compensation or has been promised compensation from any source for representing that defendant in the case at bar.

B. Additional payment shall be made for extraordinary cases and then only upon application under oath by the attorney showing extraordinary services, and after approval by the trial Judge.

C. Attorneys appointed by the Court to represent an indigent defendant shall be responsible for the filing of the Affidavit of Indigency with the Clerk of Courts on the form provided by the Court within fifteen (15) days of the arraignment of the defendant.

D. Within thirty (30) days of the conclusion of the case or the termination of the attorney's services, whichever should occur first, the attorney shall submit an application, motion and judgment entry for fees. Said application, motion, and judgment entry shall be submitted to the Clerk of Courts in triplicate with each bearing original signatures. Copies shall be provided to the Clerk if the attorney desires file stamped copies.

E. In any contempt action, if the alleged contemnor is determined indigent, he/she shall be provided legal representation by the appointed counsel.

IN THE COMMON PLEAS COURT OF _____ COUNTY, OHIO
GENERAL DIVISION

CASE NUMBER: _____

PLAINTIFF(S),

vs.

PRETRIAL ORDER

DEFENDANT(S).

JUDGE: _____

The scheduled pretrial conference was held on _____,
_____ appeared for Plaintiff, and _____ appeared for
Defendant.

IT IS ORDERED BY THE COURT as follows:

1. Both parties shall disclose all experts by: _____
2. All discovery shall be complete by no later than: _____
3. Any dispositive motions shall be filed by no later than: _____
4. Responsive memoranda shall be filed by no later than thirty (30) days after the filing of any dispositive motion(s).
5. Reply memoranda, if any, shall be filed by no later than twenty-one (21) days after the filing of any responsive memoranda.
6. If mediation is requested, the request must be made to the Court on or before:
7. The matter is set for hearing on all pending motions, only if requested in writing with notice to all parties on: _____ at _____ .m.
8. This matter is set for settlement conference on:
(See Settlement Conference Notice attached.) _____ at _____ .m.
9. Final pretrial conference is set for: _____ at _____ .m.
10. This cause is assigned for jury trial on: _____ at _____ .m.
(_____ days set aside) (Counsel to be in chambers at _____ a.m.)

11. Counsel for the parties shall furnish the Court with a trial brief at least seven (7) days prior to the trial date. These briefs shall contain at least the following material:
 - a. A succinct statement of the kind of action;
 - b. A clear statement of the issues involved;
 - c. A summary of the factual situation in regard to each claim or defense;
 - d. An itemized list of the claimed special damages;
 - e. A statement of the principles of law involved in the case supported by the citation of appropriate authority;
 - f. Request for Instructions – subject to the right of counsel to supplement such requests during the trial on the matters that cannot reasonably be anticipated. Proposed instructions shall be appended, on to a page, except that standard OJI instructions which are requested may be designated by number and title only.
12. All documents and exhibits must be marked for identification purposes and shared with opposing counsel prior to trial. Failure to do so may result in said documents and exhibits not being admitted into evidence.
13. A list of all exhibits shall be submitted to the Court and opposing counsel one day prior to trial.
14. All rulings and objections to questions or answers to depositions will be heard prior to trial by having a separate hearing.
15. Juror questionnaires will be available in the Assignment Commissioner's office prior to trial. Questions covered in the questionnaire cannot be asked in the courtroom.

Judge

**IN THE COURT OF COMMON PLEAS OF _____ COUNTY, OHIO
GENERAL DIVISION**

Case No.: _____

Judge _____

SETTLEMENT CONFERENCE NOTICE

TO ALL COUNSEL:

It is hereby **ORDERED** that a Settlement Conference will be held on _____
_____, 20____, at _____ .M.

Settlement Memoranda must be received by the Court by _____, 20____. Settlement Memoranda **will not be filed** nor made a part of the record, and will be returned to counsel at the conclusion of the Settlement Conference.

Prior to the Settlement Conference the designated trial attorneys for all the parties shall meet together for the purpose of arriving at stipulations and agreements, all for the purpose of simplifying the issues to be tried.

The attorneys for each party shall then prepare a Settlement Memorandum which shall be received by the Court by the date stated above. The Memorandum shall be concise and shall state the date the conference between the parties was held and then address in numerical order the following items:

1. The elements of each claim or defense asserted by the party filing the Memorandum.
2. A brief statement of the claimed facts supporting your claim(s) or defense(s) against all other parties; a statement of admitted or undisputed facts; and, a statement of remaining issues of fact to be tried.
3. Any amendments required to the pleading.
4. Any tender of issues in the pleadings that are to be abandoned.
5. A proposal for settlement of the claim(s) or defense(s). This proposal may be submitted in camera.

The Settlement conference shall be attended by the designated trial attorney and a representative of each party who has authority to represent that party in settlement negotiations. Should the designated trial attorney fail to appear, or to comply with the directions set out above, the Court shall set a Rule 4.07(G) hearing.

Judge

IN THE COMMON PLEAS COURT OF _____ COUNTY, OHIO

PLAINTIFF, PETITIONER, MOVANT

FORM DR-1

DEFENDANT, PETITIONER, MOVANT

NAME: _____

CASE NUMBER: _____

(PARTY FILLING OUT FORM)

Note: FORM DR-1 and DR-1A must be filed with your original complaint or petition (all parts) and all post judgment motions for modification of child and/or spousal support (Part A & B only). If you are the responding party, you must file FORM DR-1 and DR-1A with your answer, response, objections to ex-parte orders, counterclaim and/or counter motion. If you file no response, then you must file this form within seven (7) days prior to a hearing on temporary motions or mediation or sixty (60) days before the final hearing. The Court should freely modify these time limitations per case upon motion and good cause.

PURPOSE OF FORM DR-1

1. Case preparation; early organization of facts relevant to your case will help you to understand your rights and your financial situation, assist your attorney in advising you and reduce the stress of the proceeding.
2. The information will assist the Court in considering motions for temporary and/or permanent child and/or spousal support, allocation of bill payments during the pendency of the action, and in evaluating proposed separation or settlement agreements.
3. The form may be used as an exhibit at a hearing to expedite the proceedings.

INSTRUCTIONS:

Part A: For original actions, provide information on both yours and your spouses current employment, gross income, deductions, net (take home) income, self employment income, other income and/or benefits. For post divorce actions (usually for modification of support) provide only your own current information.

Part B: For original actions provide information on you and your spouse's current personal expenses, household expenses, other financial obligations, and bills without regard as to whose name is on a bill. If you are separated, include the preceding information plus information concerning your new living expenses. If you believe your expenses will change in the near future or after the divorce is over (you have to move out and/or your living with your parents or friends, for instance) but you are not sure of the amount, you may estimate your expenses. Indicate this with an "E" next to the expense.

Part C: Provide information concerning the property of the marriage and values. It is in your best interest to be thorough and accurate. In determining fair market value, you should consider used property auction values, newspaper ad values and/or garage sale values. Retail value should not be used except in special cases. For vehicles, trade in value from industry publications where available is most realistic. For items of special value (jewelry, real estate, antiques, show cars, guns, etc.) you should consider an appraiser. For now, however, give your best estimate, and then determine later whether or not an appraisal is needed. For separate (non-marital) property consult your attorney.

FORM DR-1: PART A

CURRENT MONTHLY INCOME, DEDUCTIONS AND BENEFITS

NAME: _____

CASE NUMBER: _____

	YOURSELF	SPOUSE (DIVORCE ONLY)
Name of current employer:		
Name of prior employer (if unemployed or laid off):		
Gross monthly income (attach pay stub) If income varies because of bonuses, commissions, over- time, you may use average for last three years (where ap- plicable attach appropriate information)	\$	\$
Net monthly profit from self-employment (attach Form 1040 Schedule C)		
Monthly Pension Payment:		
Monthly Social Security or SSI or SSD Check:		
Net Rental Income:		
Income from part-time work / Other Income:		
Child Support, SSI, SSD payments for kids:		
Other Income; IRA, 401(k), interest, etc.:		
Workers' Compensation/Unemployment Benefits:		
TOTAL GROSS MONTHLY INCOME / BENEFITS:	\$	\$
Deductions from Gross Income / Benefits		
Federal, state and local withholding taxes:	\$	\$
Social Security, Medicaid:		
Medical/Dental Insurance Premiums:		
Retirement/Pension, 401(k), PERS, STRS, etc.:		
Self Employed Estimated Taxes, IRA, etc.:		
Payments to Credit Union, Employee Benefit Plans, Sav- ings Plans, Banks, etc.:		
Child / Spousal Support:		
All Other Deductions (Identify):		

TOTAL MONTHLY DEDUCTIONS:	\$	\$
MONTHLY NET INCOME / BENEFITS:	\$	\$

FORM DR-1: PART B

CURRENT MONTHLY HOUSEHOLD, FAMILY AND PERSONAL EXPENSES

NAME: _____ CASE NUMBER: _____

1. First mortgage monthly payment	_____	_____	_____
2. Second mortgage/equity loan	_____	_____	_____
3. Rent/Lot Rent	_____	_____	_____
4. Electric Bill (Budget Amount)	_____	Card Name / Balance	Payment
5. Gas Bill (Budget Amount)	_____	1. _____	_____
<i>If not on budget, 12 month avg.</i>	_____	2. _____	_____
6. Cable/Satellite Bill	_____	3. _____	_____
7. Phone Bill (if varies, give avg.)	_____	4. _____	_____
8. Cell Phone (if varies, give avg.)	_____	5. _____	_____
9. Internet Service	_____	6. _____	_____
10. Water Bill/Softener Supplies	_____	22. Other Loan Payments	_____
11. Garbage/Lawn Service	_____	(Furniture, personal, unsecured,	_____
12. Grocery/Home Supplies/Food/	_____	Carpet, student loans, others)	_____
Carryout/Kitchen Supplies, etc.	_____	Creditor	Payment
13. Home Maintenance Average	_____	1. _____	_____
14. Clothing: Yourself and Kids	_____	2. _____	_____
Total per year divided by 12	_____	3. _____	_____
15. Medical/Dental/Counseling/	_____	4. _____	_____
Doctor/Health Expenses not	_____	5. _____	_____
Covered by insurance	_____	23. Day Care (work related)	_____
16. Monthly Health Insurance	_____	(other)	_____
Premiums (list here unless	_____	24. Grade School Tuition, Expenses,	_____
deducted from a paycheck)	_____	and Fees	_____
I have no family health insurance	_____	25. School Lunches	_____
17. Vehicle Payments (auto, truck,	_____	26. Children's Lessons, Sports, Art,	_____
camper, 4-wheeler, etc.)(List here	_____	Ballet, Hobby, Activity Expenses	_____
unless taken out of paycheck)	_____	27. Child or Spousal Support paid	_____
Year / Make / Model	Payment	to others	_____
1. _____	_____	28. Entertainment / Social Events	_____
2. _____	_____	29. Laundry / Dry Cleaning	_____
3. _____	_____	30. Real Estate Taxes and Insurance	_____
4. _____	_____	if not part of mortgage payment	_____
18. Motor Vehicle Insurance	_____	31. Other Expenses & Add'l. Answers	_____
Monthly Payment	_____	Description	Payment
Quarterly Payment	_____	1. _____	_____
6 Month Payment	_____	2. _____	_____
19. Vehicle Gas / Repair Expenses	_____	3. _____	_____
20. Life Insurance Premiums not	_____	4. _____	_____
deducted from a paycheck	_____	5. _____	_____
		Total Monthly Expenses (1-31):	_____ \$

FORM DR-1: PART C

STATEMENT OF REAL, PERSONAL AND INTANGIBLE PROPERTY

NAME: _____

CASE NUMBER: _____

1. Interests in real estate, including residence, lots, property in other states, land contracts, partial interests, time shares, cemetery lots, etc. in either spouses name or jointly owned.

	PROPERTY ADDRESS	FAIR MARKET VALUE	BALANCE OF MORTGAGE(S)/LIENS	NET EQUITY
a.				
b.				
c.				

2. Cars, trucks, mobile homes, motor homes, motorcycles, lawn tractors, campers, trailers, 4-wheelers, snowmobiles, watercraft, in either spouses name or jointly owned.

	YEAR/MAKE/MODEL	FAIR MARKET VALUE/ TRADE IN VALUE	LOAN BALANCE	NET EQUITY
a.	(H)			
b.	(W)			
c.				

3. Checking, savings, money market, accounts, POD/survivor, certificates of deposit and other accounts in either name or both, together and/or with another person.

	NAME OF BANK/ FINANCIAL INSTITUTION	DESCRIPTION (CHECKING, SAVING, ETC.)	CURRENT BALANCE
a.			
b.			
c.			
d.			

4. Pension, retirement plans, 401(k), IRA, other tax deferred plans, profit sharing, etc.

	NAME OF PLAN/ACCOUNT	IN WHOSE NAME?	TYPE OF PLAN	PRESENT VALUE
a.				
b.				
c.				

5. Mutual funds, stocks, saving bonds, other securities, partnership and/or LLC interests.

	NAME OF COMPANY	WHOSE NAME?	# OF SHARES	PRESENT VALUE
a.				
b.				
c.				

6. Life Insurance Policies

	INSURANCE COMPANY	OWNER COVERED	TERM/WHOLE LIFE	CASH SURRENDER VALUE
a.				
b.				

7. Value of business interests, including sole proprietor business, partnership, interest in corporations, limited liability companies, joint ventures, rentals, franchises, etc.

	BUSINESS NAME	OWNER SPOUSE	NATURE OF BUSINESS	OWNERS EQUITY
a.				
b.				

8. Tax refunds, accounts receivable, personal injury claims, cash, entitlements.

	DESCRIPTION	OWED TO WHICH SPOUSE	TAX YEAR/CLAIMANT/ WHEN EXPECTED	AMOUNT
a.				
b.				

9. Property of special value – guns, jewelry, antiques, collections, art, copyrights, patents, etc.

	DESCRIPTION	OWNER SPOUSE	VALUE
a.			
b.			

10. Household goods, tools, furniture, appliances, equipment, furnishings, personal stuff.

If at issue, attach an itemized list with values showing items you want and items your spouse can keep. Otherwise, provide a general estimate of personal property hereunder.

TOTAL ESTIMATED VALUE: \$ _____

IF SEPARATED, VALUE OF PROPERTY IN YOUR POSSESSION: \$. _____

NOTE: ITEMIZED DISPUTES OVER DISTRIBUTION OF PERSONAL PROPERTY ARE DISCOURAGED.

11. All other property and extra space for additional responses to questions above.

12. Separate property. Property owned before the marriage or inherited during the marriage and not transformed into marital property by gift or commingling, gifts solely to one spouse, pre-marriage down payments, etc. Consult your attorney.

	DESCRIPTION	WHEN ACQUIRED	DETAILS OF TRANSFER	AMOUNT/CURRENT VALUE
a.				
b.				

IN THE COMMON PLEAS COURT OF _____ COUNTY, OHIO

CASE NUMBER:

FORM DR-1A

AFFIDAVIT AND NOTICE OF FILING AND DUTY TO AMEND OF

(Party)

Plaintiff,

Vs.

Defendant.

STATE OF OHIO)
) ss:
COUNTY OF _____)

The undersigned being first duly sworn in accordance with law states that he/she has filled out Form DR-1 and it will be filed with the Court and placed in the family file.

The information contained in the Form is true, accurate and complete to the best of the undersigned's knowledge and belief.

I understand that if a substantial change occurs regarding the information in Form DR-1 that I have a duty to amend Form DR-1 to reflect the changed information.

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

Notary Public

IN THE COMMON PLEAS COURT OF _____ COUNTY, OHIO

PLAINTIFF, PETITIONER,

vs.

FORM DR-2 Affidavit
ORC §3127.23

DEFENDANT, PETITIONER,

CASE NUMBER: _____

STATE OF OHIO,
_____ COUNTY, SS:

_____, being first duly sworn says that (s)he is one
of the parties in this cause of action, and that _____
and _____ are the parents of the following named
child(ren):

Child's Name	Date of Birth	Present Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Present address of Affiant _____

Present address of other part(y)s:

(A) Affiant says this affidavit is submitted in compliance with ORC §3127.23 and that the minor child
(ren) have lived at the following addresses with the following persons within the last five (5) years:

From _____ to _____ with _____ at address _____

From _____ to _____ with _____ at address _____

From _____ to _____ with _____ at address _____

The name and **present address** of each person with whom the child(ren) have lived during the past five (5) years:

Name _____ Present address _____

Name _____ Present address _____

Name _____ Present address _____

(1) The Affiant _____ has _____ has not participated as a party, a witness, or in any other capacity in any other proceeding concerning the allocation, between the parents of the same child(ren), of parental rights and responsibilities for the care of the child (ren) including any designation of parenting time rights and the designation of the residential parent and legal custodian of the child(ren) or that otherwise concerned the custody of or visitation with the same (child) ren.

If the Affiant has participated in such a proceeding, designate the following:

Court _____ Case No. _____ Child custody determination date _____

Court _____ Case No. _____ Child custody determination date _____

Court _____ Case No. _____ Child custody determination date _____

(2) The Affiant _____ knows _____ does not know of any proceedings that could affect the current proceeding, including proceedings for enforcement of child custody determinations, proceeding relating to domestic violence or protection orders, proceedings to adjudicate the child as an abused, neglected, or dependent child, proceedings seeking termination of parental rights, and adoptions.

If the Affiant knows of any such proceeding, designate the following:

Court _____ Case No. _____ Nature of proceeding _____

Court _____ Case No. _____ Nature of proceeding _____

Court _____ Case No. _____ Nature of proceeding _____

(3) The Affiant _____ knows _____ does not know
of any person who is not a party to the proceeding and has physical custody of the child(ren) or claims to be a parent of the child(ren) who is designated the residential parent and legal custodian of the child(ren) or to have parenting time rights with respect to the child(ren) or to be a person other than a parent of the child(ren) who has custody or visitation rights with respect to the child(ren).

If Affiant knows of any such person(s), designate the following:

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

PLEASE NOTE: The following items pertain to those completing this affidavit:

- i. If any of the previous items have been declared in the affirmative, Affiant shall give additional information as required by the Court. The Court may examine the parties under oath as to details of the information furnished and as to other matters pertinent to the Court's jurisdiction and the disposition of the case.
2. Every party to this case has a continuing duty to inform the Court of any child custody proceeding concerning the child in this or any other state that could affect the current proceeding.
3. If a party has alleged or does allege in an affidavit or a pleading under oath that the health, safety or liberty of a party or child would be jeopardized by the disclosure of identifying information, the information shall be sealed and may not be disclosed to the other party or the public unless the Court orders the disclosure to be made after a hearing in which the Court orders the disclosure to be made after a hearing in which the Court takes into consideration the health, safety, and liberty of the party or child and determines that the disclosure is in the interests of justice.
4. As used herein, "abused child" has the same meaning as in ORC §2151.031, "neglected child" has the same meaning as in ORC §2151.03, and "dependent child" has the same meaning as in ORC §2151.04.

Affiant further states all of the above facts are true and complete to the best of his/her knowledge and belief.

Affiant

Sworn to before me and subscribed in my presence this ____ day of _____, 2____

Notary Public – State of Ohio

**SCHEDULE A
PARENTING TIME GUIDELINES
FOR TRAVEL DISTANCES UNDER 150 MILES ONE WAY**

Liberal parenting time for both parents with their children is encouraged. The court recognizes that, if at all possible, parents should create their own schedule for parenting their children. Sample parenting schedules are available for your review and consideration to assist you in the creation of your own parenting schedule. These samples may be obtained from the court or the mediation service.

This particular schedule may or may not be appropriate for you and your children. As parents, you are encouraged to review this schedule and the other sample schedules to determine what is in the best interests of your children.

If this schedule is used, specific items in the judgment entry take precedence over this schedule. The court will make changes or modifications to this schedule as it determines in the best interests of your children and will modify this schedule for infants and as may be necessary and other special circumstances.

PARENTING TIME BETWEEN THE CHILDREN AND THE PARENT WITH WHOM THE CHILD IS NOT THEN RESIDING SHALL TAKE PLACE AT SUCH TIMES AND PLACES AS THE PARTIES MAY AGREE, BUT WILL NOT BE LESS THAN:

1. Weekends: Alternate weekends from Friday at 7 p.m. until Sunday at 7 p.m.
2. Weekdays: One weekday evening per week. If the parties cannot agree as to the day and times, then it shall be Tuesday between 5 p.m. and 7:30 p.m.
3. Holidays: Unless otherwise agreed, the parents shall alternate holidays on a yearly basis in accordance with the following schedule:

	<u>Even-Numbered Years</u>	<u>Odd-Numbered Years</u>	<u>As Agreed, OR</u>
Martin Luther King Day	Mother	Father	Sun. 7 p.m.-Mon. 7 p.m.
President's Day	Father	Mother	Sun. 7 p.m.-Mon. 7 p.m.
Easter	Father	Mother	Sat. 7 p.m.- Sun. 7 p.m.
Memorial Day	Mother	Father	Sun. 7 p.m.- Mon. 7 p.m.
July 4 th	Father	Mother	7/4 10 a.m. – 7/5 9 a.m.
Labor Day	Mother	Father	Sun. 7 p.m. – Mon. 7 p.m.
Thanksgiving	Father	Mother	Wed. 7 p.m. – Fri. 7 p.m.
Christmas Eve	Mother	Father	12/23 7 p.m.–12/24 9 p.m.
Christmas Day	Father	Mother	12/24 p.m. – 12/25 9 p.m.
New Years Eve Day	Mother	Father	12/31 5 p.m. – 1/1 9 p.m.

- A. A holiday that falls on a weekend should be spent with the parent that is scheduled to have the children for that holiday. The rest of the weekend is to be spent with the parent who would normally have that weekend pursuant to Paragraph one above.

4. School Breaks

- A. Spring Break: Father will have spring break in the odd numbered years and Mother will have spring break in the even numbered years.
- B. Christmas School Break: Mother will have Christmas school break until December 24th at 9 p.m. in the even numbered years. Father will have from December 24th at 9 p.m. until the end of the break in even numbered years. In the odd years, the time periods will reverse.

Breaks begin at 7 p.m. on the last day of school before the break and ends at 7 p.m. the night before school resumes.

A holiday that falls during the spring break or Christmas break shall be spent with the parent that is scheduled to have the children for that holiday as provided above. The rest of the break shall be spent with the parent who has that portion of the break for that year as provided above.

5. Other Days

- A. Mother's Day and Father's Day shall be spent with the appropriate parent. The hours are as agreed, or 9 a.m. to 7 p.m. The rest of the weekend is spent with the parent who would normally have that weekend.
- B. Birthdays: Unless otherwise agreed, the child shall celebrate his/her birthday in the home of the residential parent unless the birthday is on a day the other parent has scheduled for parenting time.
- C. Other days of special meaning, such as religious holidays, should be decided together, written into the Court Order, and alternated as above.

6. Summer Vacation and Extended Parenting Time: Unless otherwise agreed, the non-residential parent shall have extended summer parenting time with the children commencing at 7 p.m. on the third Sunday of July and continuing until the last Friday at 7 p.m. before school commences. Alternate weekend parenting times for each parent shall continue throughout the summer unless otherwise agreed. Summer school, necessary for the child to pass the next grade, must be attended.

7. Vacations: Each parent may arrange a vacation of not more than two (2) weeks with the children per year. The two weeks may be consecutive or nonconsecutive. If the vacation is during the summer school vacation period, the non-residential parent shall schedule his/her two weeks vacation during his/her extended summer parenting time. The residential parent shall arrange his/her vacation outside of the extended parenting time period of the non-residential parent. Unless otherwise agreed, vacation time shall not interfere with either parent's alternate weekends parenting time.

Each parent must provide the other parent with destination, times of arrival and departure, and method of travel for extended parenting time outside the parent's community.

8. Transportation: The non-residential parent is responsible for all transportation required to pickup the minor children for that parent's parenting time. The residential parent is required to provide all transportation to return the children after the end of the parenting time period.

9. Waiting: The residential parent need not wait longer than thirty (30) minutes past the required pickup time. If a visiting parent is late for pickup, said parent, at the discretion of the residential parent, forfeits parenting time for the period. The residential parent is expected to act in good faith and consider reasonable explanations for the delay. Both parents are expected to make reasonable effort to be prompt in the pickup and return of the children during parenting time. Being habitually late, and/or not exercising parenting time with the children, may not be in the children's best interest. Should a parent be habitually late in either picking up the children for parenting time, and/or picking up the children at the end of parenting time, or habitually miss entire parenting time periods, appropriate relief may be granted by the Court as provided by law.

10. Cancellations and Illnesses: If a child is ill, the parent with whom the child is then residing should give 24-hour notice of the illness, if possible, to the other parent so that appropriate plans can be made. Loss of parenting time because of sickness of a child and/or family emergencies, weather emergencies and similar problems, may be made up upon the request of the visiting party made, in writing, to the other parent within thirty (30) days after the cancelled parenting time. Said makeup time shall be as agreed to by the parties. Each party should cooperate in good faith to assure the makeup time is achieved. All other cancellations result in forfeiture.
11. Extracurricular Activities/Sports: It is the best interest of the children, that they be encouraged to participate in extracurricular activities and sports. Each parent shall make reasonable efforts to assure that this continues. The residential parent shall not schedule extracurricular activities for the children during parenting times of the other parent without first consulting that parent. The final determination as to whether the children should attend the extracurricular activity during the parenting time shall be left up to the parent scheduled to have parenting time at the time of the activity. Each parent who encourages and enrolls the children in any extracurricular activity shall provide the other parent with notice of all of the activities including schedules, if available, and the names and telephone numbers of the adult persons responsible for the activity, if available. If there is no written schedule, said parent shall orally provide the other parent with the information concerning the activity.
12. Moving: Upon either parent learning or determining, whichever occurs first, that he/she will be moving, he/she shall immediately notify the other parent and provide the other parent with the moving date, new residence address and telephone number, and such other pertinent information as necessary. The parent shall attempt, in good faith, to negotiate an appropriate and beneficial new parenting time schedule. If they are unable to do so the non-custodial parent shall, at a minimum, be entitled to parenting time in accordance with the Court's parenting time schedule for the applicable distance including the sharing of the costs of transportation and telephone expenses until a Court order modifying parenting time is entered.
13. Assess to Records: Unless otherwise ordered, the non-residential parent shall have access to all medical records of the minor children, as defined in the Court's Schedule C, Paragraph 3, and may consult with any treating physician, specialist or other health care provider of the children. The residential parent shall execute any authorizations or releases necessary to release these records and documents to the non-residential parent. Each parent shall notify each other of any health problems of the children. The non-residential parent shall have the same access as the residential parent to the children's school records. The non-residential parent shall have the right to participate in parent-teacher conferences, school trips, school programs, and other school events in which parents are invited to participate. The parent receiving the grade card shall give a copy to the other parent within three (3) days of receipt.
14. Telephone Access: Both parents are encouraged to provide the other parent reasonable and flexible telephone access to the children. The residential parent must provide, at minimum, telephone communication between the children and the non-residential parent at least one time per week. If the parents do not otherwise agree as to the time, then it shall be 7 p.m. each Tuesday night for preschool through third grades and 9 p.m. each Tuesday for all others.
15. Current Address and Telephone Number: Each parent must keep the other parent informed of their current address and telephone number and any changes in said information, as a pre-requisite to parenting time.

**SCHEDULE B
LONG DISTANCE PARENTING TIME GUIDELINES
(OVER 150 MILES ONE WAY)**

Liberal parenting time for both parents with their children is encouraged. The court recognizes that, if at all possible, parents should create their own schedule for parenting their children. Sample parenting schedules are available for your review and consideration to assist you in the creation of your own parenting schedule. These samples may be obtained from the court or the mediation service.

This particular schedule may or may not be appropriate for you and your child(ren). As parents, you are encouraged to review this schedule and the other sample schedules to determine what is in the best interests of your child(ren).

If this schedule is used, specific items in the judgment entry take precedence over this schedule. The court will make changes or modifications to this schedule as it determines in the best interests of your child(ren) and will modify this schedule for infants and as may be necessary for other special circumstances.

PARENTING TIME FOR THE NON-RESIDENTIAL PARENT IS TO TAKE PLACE AT SUCH TIMES AND PLACES AS THE PARTIES MAY AGREE.

THIS SHALL NOT BE LESS THAN:

1. Christmas: School vacation in the odd numbered years.
2. Spring Break or Easter if no Spring Break: School vacation in the odd-numbered years.
3. Alternative Holiday Plan: Those who wish more frequent contact, and who develop a plan to pay for transportation, may have half of Easter vacation, half the summer, alternate-year Thanksgiving, and half of Christmas vacation each year. The holidays themselves may be alternated, as the parties agree, or Easter and Thanksgiving in the odd-numbered years and Christmas in the even-numbered years for the non-residential parent. Unless otherwise agreed, the Thanksgiving Holiday shall be from 7 p.m. Wednesday to 7 p.m. on Friday.
4. Summer Parenting Time: Summer parenting time, unless otherwise agreed, shall start the first Saturday after school is out at 12 p.m. and end the first Saturday in August, at 12 p.m. Summer school, necessary for the child(ren) to pass the next grade, must be attended. If this occurs, makeup time may be added in August. The primary residential parent shall notify the non-residential parent by March 15 of when the summer vacation begins and ends. The non-residential parent must notify the primary residential parent as to his/her intentions by April 15.
 - a) The child(ren) and primary residential parent must be allowed to communicate by telephone once per week. The calling party shall bear the expense.
 - b) Each parent must provide the other parent with destination times of arrival and departure, and method of travel for the summer parenting time, if said parent takes a vacation and/or a trip with the child(ren) outside of that parent's community.

5. Additional Parenting Time:

- a) Weekend: A once-a-month, weekend visit to the non-residential home will be permitted. The primary residential parent must be notified at least one week advance. The non-residential parent must bear the transportation costs.
- b) Father's Day or Mother's Day can always be spent with the appropriate parent subject to the visiting parent bearing travel expenses.
- c) There may be times, not on the parenting time schedule, when the residential parent and child(ren) are traveling and are in the area where the non-residential parent lives; or times when the non-residential parent is traveling and is the area where the child(ren) live. If either is the case, then the traveling parent shall notify the other parent of the dates and time when said traveling parent will be in the area of the other parent. If the parent, who does not have possession of the child(ren), wishes to have parenting time, both parents should attempt to negotiate a reasonable time for said parenting time. If the parents cannot agree, the parenting time shall be the length of time requested by the parent who does not have possession of the child(ren), or a 48-hour period, whichever is less. Unless the parties agree otherwise, however, these parenting opportunities shall be limited to one (1) per month.

6. Transportation: Unless otherwise agreed, the non-residential parent is responsible for all transportation required for that parent's parenting time. Responsibility for transportation costs should be decided in advance and a plan written into an Order of the Court.

7. Waiting: The party having physical custody of the child need not wait longer than thirty (30) minutes past the required pickup time for visitation and companionship. If the party who is to exercise visitation and companionship is more than thirty (30) minutes late for pickup, said visiting party, at the discretion of the custodial party, forfeits parenting time for that period. The custodial party is expected to act in good faith and shall consider all reasonable explanations for the delay. All parties are expected to make reasonable efforts to be prompt in the pickup and return of the child(ren) during parenting time. Being habitually late, and/or not exercising parenting time with the child(ren), may not be in the child(ren)'s best interest. Should a party be habitually late in either picking up the child(ren) for parenting time, and/or picking up the child(ren) at the end of parenting time, or habitually miss entire parenting time periods, appropriate relief may be granted by the Court as provided by law.

8. Cancellations and Illnesses: If a child is ill, the parent with whom the child is then residing should give 24-hour notice of the illness, if possible, to the other party so that appropriate plans can be made. Loss of parenting times because of sickness of a child and/or family emergencies, weather emergencies and similar problems, may be made up upon the request of the visiting party, in writing, to the other parent within thirty (30) days after the cancelled parenting time. Said makeup time shall be as agreed to by the parties. Each party should cooperate in good faith to assure the makeup time is achieved. All other cancellations result in forfeiture.

9. Moving: Upon either parent learning or determining, whichever occurs first, that he/she will be moving, he/she shall provide the court with any notifications required by law. In addition, he/she shall immediately notify the other parent and provide the other parent with the moving date, new residence address and telephone number, and such other pertinent information as necessary. The parents shall attempt, in good faith, to negotiate an appropriate and beneficial new parenting time schedule. If they are unable to do so the non-residential parent shall, at a minimum, be entitled to parenting time in accordance with the court's parenting time schedule for the applicable distance, including the sharing of the costs of transportation and telephone expenses until a court order modifying parenting time is entered.

10. Access to Records: Unless otherwise ordered, the non-residential parent shall have access to all medical records of the minor child(ren), as defined in this Court's Schedule C, Paragraph 3, and may consult with any treating physician, specialist or other health care provider of the child(ren). The residential parent shall execute any authorizations or releases necessary to release these records and documents to the nonresidential parent. Each parent shall notify the other of any health problems of the child(ren). The non-residential parent shall have the same access as the residential parent to the child(ren)'s school records. The non-residential parent shall have the right to participate in parent-teacher conferences, school trips, school programs, and other school events in which parents are invited to participate. The parent receiving the grade card shall give a copy to the other parent within three (3) days of receipt.

11. Telephone Access: Each parent is encouraged to provide the other parent reasonable and flexible telephone access to the child(ren). The residential parent must provide, at a minimum, telephone access between the child(ren) with the non-residential parent, at least one time per week. If the parents do not otherwise agree as to that time, then it shall be at 7 p.m. each Tuesday night for preschool through third grades and 9 p.m. each Tuesday for all others.

12. Clothing: Unless otherwise agreed, the residential parent is responsible for providing sufficient and appropriate clothing for every parenting time period, based on the lifestyle of the residential parent and child (ren). If the planned activities require special or unusual clothing needs, the non-residential parent must notify the residential parent at least two (2) weeks in advance of the parenting time. If the child(ren) do(es) not have the type of clothing requested, the residential parent is under no obligation to comply with the request. All clothing sent by the residential parent must be returned immediately after the parenting time. Additionally, unless otherwise agreed, any clothing purchased by the non-residential parent, and which the child(ren) are wearing upon their return to the residential parent after parenting time, shall be returned by the residential parent to the non-residential parent at the next parenting time period.

13. Current Address and Telephone Number: Each parent must keep the other informed of his/her current address and telephone number at all times, as a prerequisite to parenting time.

SCHEDULE C
MAINTENANCE OF INSURANCE AND
PAYMENT OF EXTRAORDINARY EXPENSES FOR MINOR CHILDREN

1. The person checked:
 FATHER is ordered to maintain in full force and
 MOTHER effect a policy for medical, surgical and hospital insurance
 _____ for the minor child(ren).
2. Unless otherwise agreed or ordered, the residential parent or legal custodian shall pay the first \$100 of necessary uncovered medical expenses per calendar year, per child.

After the residential parent or legal custodian has paid said expenses of \$100 per year per minor child, both shall share in the payment of further expenses for the year in accordance with the percentage of income shown on the child support worksheet currently in effect. The residential parent or legal custodian shall provide the other parent(s) the original or copies of all medical bills, and explanation of Benefit Forms (EOB) within ninety (90) days of the date on the bill or EOB absent extraordinary circumstances. The other parent(s) shall, within thirty (30) days of receipt of said bill, then either reimburse the residential parent or legal custodian or pay directly to the medical provider, that parent's percentage share of the bill per the child support worksheet.

The person obligated to provide insurance shall promptly provide the other parent the insurance card and all other documentation and/or information necessary to secure coverage available for the benefit of the minor child. Both shall cooperate in the preparation of insurance forms to obtain reimbursement or payment of said expenses.

Should the health insurance coverage be canceled for any reason, the parent ordered to maintain insurance shall immediately notify the other parent and take immediate steps to obtain replacement coverage. Unless the cancellation was intentional, the uncovered expenses shall be paid as provided above. If the cancellation was intentionally caused by the parent ordered to maintain insurance coverage, that parent shall be responsible for all medical expenses that would have been covered had the insurance been in effect.

3. The term "medical expense" or "medical records" as used above, and in parenting schedules A and B, shall include but not be limited to medical, dental, orthodontic, optical, surgical, hospital, major medical, psychological, psychiatric, outpatient, doctor, therapy, counseling, prosthetic, and/or all other expenses/records including preventative medical expenses/records related to the treatment of the human body and mind. "Major medical expense" includes all uncovered medical expenses that are or may exceed \$500.
4. The Court expressly reserves jurisdiction to reapportion payment of medical expenses between the parties, which are not covered by insurance, upon the motion of either party. Generally, the Court will not consider such a motion unless the expenses are "major medical expenses" as defined above.
5. When it is determined that it is necessary for a minor child to incur major medical expense not of an emergency nature, the responsible parent shall immediately notify the other parent before authorizing treatment. The other parent has a right to know the necessity for, proposed cost of treatment, and proposed payment schedule, and may also secure an independent evaluation to determine the necessity for treatment of the child at his/her expense.

SCHEDULE D
Provision of Health Insurance for Minor Children

The determination set forth herein is based on information provided to the court or to the child support enforcement agency under section 3119.31 of the Revised Code. Unless otherwise specified by the Court or other legal authority, health insurance shall be considered to be available to a party at a reasonable cost if available to the party through employment, unless the cost of providing insurance to the child(ren), in combination with the party's child support obligation(s), if any, exceeds the maximum amount permitted under the Consumer Credit Protection Act, 15 U.S.C. 1673(b). The parties shall immediately notify the Henry County CSEA of any changes in the status of health insurance coverage available or provided for the benefit of the minor children who are the subject of this order.

The support order entered herein shall include the following selected requirement:

(A) The obligor under the child support order shall obtain health insurance coverage for the child (ren), the court finding that coverage is available at a reasonable cost through a group policy, contract, or plan offered by the obligor's employer or through any other group policy, contract, or plan available to the obligor, such as that of a parent or current or future spouse, and is not available for a more reasonable cost through a group policy, contract, or plan available to the obligee;

(B) The obligee under the child support order shall obtain health insurance coverage for the child (ren), the court finding that coverage is available at a reasonable cost through a group policy, contract, or plan offered by the obligee's employer or through any other group policy, contract, or plan available to the obligee, such as that of a parent or current or future spouse, and is available at a more reasonable cost than coverage is available to the obligor;

(C) Finding that health insurance coverage for the children is not available at a reasonable cost through a group policy, contract, or plan offered by the obligor's or obligee's employer or through any other group policy, contract, or plan available to the obligor or the obligee, the obligor and the obligee shall share liability for the cost of the medical and health care needs of the children, under the following equitable formula established by the court:

If, after the issuance of this order, health insurance coverage for the children becomes available at a reasonable cost through a group policy, contract, or plan offered by the obligor's or obligee's employer or through any other group policy, contract, or plan available to the obligor or obligee, such as that of a current or future spouse, the obligor or obligee to whom the coverage becomes available shall immediately obtain the said insurance and inform the child support enforcement agency, which agency shall inform the court of such availability and of any action required to modify or otherwise satisfy the requirements of Ohio law and this order;

(D) Both the obligor and the obligee shall obtain health insurance coverage for the children, provided the same becomes and/or remains available at a reasonable cost to both the obligor and the obligee through employment or alternate source, the Court finding that coverage is available for the children at a reasonable cost to both the obligor and the obligee through employment or alternate source, and that dual coverage would provide for coordination of medical benefits without unnecessary duplication of coverage.

SCHEDULE E

_____ **COUNTY CHILD SUPPORT ENFORCEMENT AGENCY**

Address: _____

Telephone Number(s): _____

Name: _____

Address: _____

Date: _____

**APPLICATION FOR CHILD SUPPORT SERVICES
NON-PUBLIC ASSISTANCE APPLICANT/RECIPIENT**

IMPORTANT: If you are receiving OWF or Medicaid, do not complete this Application because you became eligible for child support services when you signed the OWF/Medicaid application.

I, _____, request child support services from the _____ County Child Support Enforcement Agency ("CSEA"). I understand and agree to the following conditions:

- A. I am a resident of the county in which services are requested and no other Ohio county has jurisdiction over support -- OR -- I am requesting services from the Ohio county of jurisdiction.
- B. Recipients of child support services shall cooperate to the best of their ability with the CSEA.

The CSEA can assist you in providing the following services:

1. Location of Absent Parents.
 - 1 The agency can assist in finding where an absent parent is currently living, in what city, town, or state. The applicant can request "location only services" if the sole need is to find the whereabouts of the absent parent.
2. Establishment or Modification of Child Support and Medical Support.
 - 1 The CSEA can assist you in obtaining 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.
 - 2 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.
 - 3 The agency can collect back support (arrearages) by intercepting an obligor's federal and state income tax refunds on some cases.
5. Withholding of Wages and Unearned Income for the Payment of Court Ordered Support.
 - 4 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.
 - 5 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 in Ohio until the child has reached the age of 23.
7. Collection and Disbursement of Payments.
 - 6 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.

8. Interstate Collection of Child Support.

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

APPLICANT INFORMATION

Name: _____ Date of Birth: _____

Home Address: _____ Mailing Address: _____

Home Phone: _____ Sex: _____

SSN: _____

Race: _____ Current Marital Status:

Relationship to children: _____
_____ Divorced _____ Separated
_____ Single _____ Married

Military Service (Branch, Dates) _____ Ever been on Public Assistance? _____
When? _____
Which State? _____

EMPLOYER INFORMATION

Employer Name: _____ Employer Phone: _____

Employer Address: _____ Is Medical Insurance Available? _____

INFORMATION ON CHILDREN

	CHILD 1	CHILD 2	CHILD 3
Name			
Sex			
Race			
Social Security #			
Date of Birth			
Home Address			
Location of Birth: (County, City, State, Country)			
Has paternity (fatherhood) been established?			
Name of Absent Parent(s)			
Is there an order for support?			
Is the child covered by medical insurance?			

ABSENT PARENT INFORMATION

	PARENT 1	PARENT 2	PARENT 3
Name (and alias)			
Home Address			
Mailing Address			
Social Security #			
Date of /Birth			
Location of Birth (County, City, State, Country)			
	PARENT 1	PARENT 2	PARENT 3
Race			
Sex			
Height / Weight			
Hair / Eye Color			
Identifying Marks (tattoos, scars, etc.)			
Name and Address of Employer			
Employer Phone #			
Is medical insurance provided?			
Support Order #			
Date of Support Order			
Amount of Support			
Order Frequency			
Location Where Order was Issued			
Military Service (Branch, Dates)			
Ever incarcerated? (Location, Dates)			
Currently institutionalized? If yes, where?			
Arrest Record (Location, Dates)			
Name, Address of Current Spouse			
Absent Parent's Father's Name			
Absent Parent's Mother's Name (maiden)			
Has absent parent ever been on public assistance? (Location, Dates)			

Type of Service(s) Requested:

_____ All services listed

_____ Location of Absent Parent only

_____ Other (please explain): _____

I understand that the child support agency within twenty (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: _____

Appendix A

Age Appropriate Parenting Access Plans

The vision of the Ohio Task Force on Family Law and Children was to create an environment in which children whose parents live in difference homes:

- 1 Could go back and forth peacefully between Mom's house and Dad's house;
- 2 Have a weekly schedule that was developmentally appropriate; and
- 3 Feel comfortable loving and interacting with both parents.

The best schedule is one that is tailor-made to each family by the family a Adjusted as the child grows and family circumstances change. Children differ not only by age and developmental variances, but also by temperament, personality, and special needs. As the child grows and family circumstances change, arrangements need to change as well. Flexibility is a key to successful, child-centered schedules.

The Task Force examined model schedules from many counties throughout the country and decided to include those developed by Maricopa County, Arizona because they offered more options and were supported by current social science research. These sample schedules are offered here to encourage creativity. They are not intended to be guidelines to be imposed by a Court. The parenting access plans provided are examples of what may work well for children of a particular age and developmental stage, but should not be viewed as prescriptive. One size does not fit all.

Current research supports the involvement of both parents from the earliest days of a child's life. Perhaps the greatest creativity is required as teens develop and mature. Rigid schedules during those years may cause alienation, and supportive parents may find themselves showing up for sports and extracurricular events rather than relying on the routine that served them well when a child was young.

Children need two parents. They need for the two most important people in their lives to learn how to work together without on-going conflicts and rancor. When parents say "I'll do anything for my kids," the greatest gift and challenge may mean developing a cooperative parenting partnership with your child's other parent. Best Wishes!

SAMPLE PARENTING ACCESS PLANS

To Parents:

Raising children presents challenges for all parents. When parents live in separate homes the challenges are greater because the relationships become more complicated. Sometimes parents disagree about how much time children should spend with each of them. The following information will help parents reach agreements about parenting time (access) with their children.

These plans were developed by a committee of judicial officers, mental health providers and attorneys in Maricopa County, Arizona, who consulted with nationally known experts in child development. The Ohio Task Force on Family Law and Children selected these plans after an extensive review of material prepared in communities around the country and the world. These plans offer information about what children learn, feel and need at different ages. They also provide a variety of plans appropriate for each age group, and language that may be included in court orders.

Children describe the loss of contact with a parent as the worst consequence of divorce or parental separation. Unless special circumstances exist, preserving a healthy and ongoing relationship between children and both their parents after divorce, dissolution or separation is of utmost importance. Positive involvement with both parents furthers the child's emotional and social development, academic achievement, and overall adjustment.

WHY PLANS ARE NECESSARY

Written parenting access plans provide children and parents with some assurances of maintaining meaningful contact and can prevent future conflict. These plans are intended to encourage open dialog and cooperation between parents. The Courts prefer that parents reach agreements about schedules voluntarily. When parents reach an agreement about schedules on their own, they are more likely to remain cooperative as their children grow up. Children do best when parents cooperate. The reverse is also true. Children who experience ongoing conflict between parents are at high risk for suffering serious long-term emotional problems.

Parents must state their agreements about parenting time in their parenting access plan. A successful parenting access plan will state the agreements parents reach about parenting time, and sharing of parenting functions and responsibilities. The schedule should consider each child's developmental needs as identified in this booklet.

How To Use This Booklet

1. Locate Plans for your child(ren's) age.
2. Meet with your child's other parent to discuss parenting time and which plan for access (A,B or C) best suits your family's needs.
3. To assist you, the plans include sample calendars with sample parenting access plan language to include in court orders. These are examples only. You may choose any days or time you wish.
4. Because each child is unique, you may wish to establish different plans for children of different ages while making sure brothers and sisters are able to spend as much time together as possible. Be flexible!

Which Plan Should We Choose?

The following options are designed to allow parents or the Court, if necessary, to select the proper plan after considering the family's unique circumstances. Children differ in how long they are comfortable being away from each parent. Some children prefer spending more time at one home, while others move back and forth on a regular basis with ease. Parents may need to tolerate disruption of their own schedules, and more or less time with their child than they might otherwise prefer to provide the child with a sense of security and well-being.

When creating a plan, parents should consider the child's relationship with each parent. If a parent has never been a part of a child's life or has not had contact with the child for an extended period, access should start slowly and gradually increase as the child adjusts and feels comfortable.

A parent, who as an extremely busy work schedule, has not been the child's primary caregiver, or wants regular access without extensive care giving responsibility may consider **Plan A**.

A parent who has been involved in the day-to-day care of the child may desire greater access. This parent may consider **Plan B**.

A parent who has care giving experience and desires maximum access may consider **Plan C**.

As the child adjusts to the initial plan and feels comfortable, parents may consider increasing access by creating another plan. In some cases, it may be beneficial to change from one plan to another as the child gets older. When increasing access time, a parent's past involvement in caring for the child must be considered as well as the parent's willingness and ability to learn necessary care giving skills.

If parents cannot create a parenting access plan and access schedule that is best for their family, the Court will evaluate the case, and create a parenting access plan that it finds is in the best interest of the children.

Important Factors To Consider When Creating A Plan

- 1 The child's age, maturity, temperament and strength of attachment to each parent
- 2 Any special need of the child and parents
- 3 The child's relationship with siblings and friends
- 4 The distance between the two households
- 5 The flexibility of both parents work schedules and the child's schedules to accommodate extended access
- 6 Childcare arrangements
- 7 Transportation needs
- 8 The ability of parents to communicate and cooperate
- 9 The child's and the parents' cultural and religious practices
- 10 A parent's willingness to provide adequate supervision even if the parent has not done so in the past
- 11 A parent's ability and willingness to learn basic care giving skills such as feeding, changing, and bathing a young child, preparing a child for daycare or school, or taking responsibility for helping a child with homework
- 12 A parent's ability to care for the child's needs

Children Benefit When Parents

- 1 Initiate the child's contact with the other parent on a regular basis by phone, letter, audio and videotapes, e-mail and other forms of communication
- 2 Maintain predictable schedules
- 3 Are prompt and have children ready at exchange time
- 4 Avoid any communication that may lead to conflict at exchange time
- 5 Ensure smooth transitions by assuring the children that they support their relationship with the other parent and trust the other's parenting skills
- 6 Allow the children to carry "important" items such as clothing, toys, security blankets with them between the parents' homes
- 7 Follow similar routines for mealtime, bedtime, and homework time
- 8 Handle rules and discipline in similar ways
- 9 Support contact with grandparents and other extended family so the children do not experience a sense of loss
- 10 Are flexible so the child can take advantage of opportunities to participate in special family celebrations or events
- 11 Give as much advance notice as possible to the other parent about special occasions
- 12 Provide an itinerary of travel dates, destination, and places where the child or parent can be reached when on vacation
- 13 Establish a workable, "business-like" method of communication
- 14 Plan their vacations around the child's regularly scheduled activities

Children Are Harmed When Parents

- 1 Make their child choose between mom and dad
- 2 Question their child about the other parent's activities or relationships
- 3 Make promises they do not keep
- 4 Argue with or put down the other parent in the child's presence or range of hearing
- 5 Discuss their personal problems with the child or in the child's range of hearing
- 6 Use the child as a messenger, spy or mediator
- 7 Withhold access because child support has not been paid

SPECIAL CIRCUMSTANCES

These sample plans may not apply to all family situations or all children. They are not appropriate if there are significant issues of:

- 1 Child abuse or neglect
- 2 Serious mental or emotional disorders
- 3 Drug or alcohol abuse or criminal activity
- 4 Domestic violence
- 5 Continuous levels of very intense conflict

When a child's physical or emotional safety is at risk, it is necessary to protect the child. Parents who have concerns about these issues should seek help from an attorney, mental health professional, court services, domestic abuse agency, or local social services agency.

Remember, the welfare of the child is of utmost importance.

Definitions of terms used in this booklet:

Attachment: the process of building strong emotional bonds to specific care givers, critical for the child's development during the first year. A sense of security, the development of trust in others and positive emotional and social adjustment occur as a result of attachment.

Bonding: The development of close, loving and trusting relationships.

Parenting access plan: means a plan for the parenting of a minor child, which provides for the allocation of parenting functions and responsibilities.

Transition: moving between parents' homes.

SAMPLE PARENTING ACCESS PLANS

Birth to Twelve Months

Infants learn at a rapid rate. They are learning to love and trust familiar caregivers. Infants learn to attach to parents and others through consistent, loving responses such as: holding, playing, feeding, soothing, talking gently and lovingly, and meeting their needs promptly. They begin to respond to the different but equally valuable types of parenting mothers and fathers provide.

Infants cannot retain experiences over time, so it is important that they have frequent contact with both parents and a predictable schedule and routine. Infants can retain "emotional memories" of conflict that can have long-term negative effects, so parents should not argue when children, even infants, can overhear.

By six months, infants can recognize their parents and other caregivers, and may become uneasy around strangers. Regular caregivers are able to recognize their signals for food, comfort, and sleep. When away from them, infants may become anxious and may experience eating and sleeping problems.

At this young age, it is important to maintain the infant’s basic sleep, feeding, and waking cycles. Schedules should be adjusted so that disruption does not occur. For example, in creating parenting access plans for this age group, parents should consider the special needs of breastfeeding infants.

All plans presume that the parent with access has appropriate baby supplies (infant seat, car seat, crib, diapers, toys) and that access will take place in a child friendly setting that is visually and intellectually stimulating. The parent with access time should personally care for the child as much as possible.

Return to the other home should be at least one half hour before bedtime. Once established, schedules should remain as consistent as possible.

All plans that include overnights presume that the parent with access not only had care giving experience but that the child is sufficiently attached and accustomed to being in the care of that parent for long periods.

Birth to Twelve Months

Plan A(1): Three periods of three to six hours spaced throughout each week.

Comment: Frequent contact helps the parent and the child bond.

Parent A. Parent B.

	M	T	W	Th	F	S	S
8:00							
9:00							
10:00							
11:00							
Noon							
1:00							
2:00							
3:00							
4:00		4:30		4:30			
5:00							
6:00							
7:00		7:30		7:30			
8:00							
<i>overnight</i>							

Sample Parenting plan language: Parent A shall have time which the child each week on Tuesday and Thursday from 4:30 p.m. to 7:30 p.m. and Saturday from 9:00 a.m. to 3:00 p.m. The child shall be with Parent B the remainder of the time.

Plan A(2): Two six hour periods spaced throughout the week.

Comment: This plan is helpful when the parents' work schedules or their levels of conflict make more frequent exchanges difficult. Because in this plan there are only two opportunities to parent each week, bonding between the parent and child may proceed more slowly and the child may experience some difficulty going from one parent to the other.

	M	T	W	Th	F	S	S
8:00							
9:00							
10:00							
11:00							
Noon							
1:00							
2:00							
3:00							
4:00							
5:00							
6:00							
7:00							
8:00							
overnight							

Sample parenting plan language:
 Parent A shall have time with the child each week on Tuesday from 12:00 p.m. to 6:00 p.m. and Saturday from 9:00 a.m. to 3:00 p.m. The child shall be with Parent B the remainder of the time.

Birth to Twelve Months

Plan B: Two three-hour periods and one eight hour period spaced throughout each week:

Parent A Parent B

	M	T	W	Th	F	S	S
8:00							
9:00							
10:00							
11:00							
Noon							
1:00							
2:00							
3:00							
4:00		4:30		4:30			
5:00							
6:00							
7:00		7:30		7:30			
8:00							
overnight							

Sample parenting plan language:
 Parent A shall have time with the child each week on Tuesday and Thursday from 4:30 p.m. to 7:30 p.m. and on Saturday from 10:00 a.m. to 6:00 p.m. The child shall be with Parent B the remainder of the time.

Vacation: Time blocks that vary significantly from the above are not recommended.

Holidays: When holidays or special occasions like Father’s Day, Mother’s Day and birthdays do not fall on a parent’s access day, parents should consider dividing them consistent with the blocks noted above.

Birth to Twelve Months

Plan C: Two periods of three to six hours and one or more overnights each week.

Parent A. Parent B.

	M	T	W	Th	F	S	S
8:00							
9:00							
10:00							
11:00							
Noon							
1:00							
2:00							
3:00							
4:00		4:30		4:30		4:30	4:30
5:00							
6:00							
7:00		7:30		7:30			
8:00							
<i>overnight</i>							

Sample parenting plan language:
 Parent A shall have time with the child each week on Tuesday and Thursday from 4:30 p.m. to 7:30 p.m. and on Saturday from 4:30 p.m. to Sunday at 4:30 p.m. The child shall be with Parent B the remainder of the time.

Vacation: Presuming that Plan C overnights have been ongoing, parents may have three consecutive overnights, weekend or midweek, twice each year. Each parent shall give the other parent thirty days written notice of vacation plans and an itinerary of travel dates, destination, and places where the child or parent can be reached.

Holidays: When holidays or special occasions like Father’s Day, Mother’s Day and birthdays do not fall on a parent’s access day, parents should consider dividing them consistent with the blocks noted above.

Twelve to Twenty-four Months

One to two year olds are becoming more aware of the world around them and the people who are frequently in contact with them. A baby at this age can be attached to many caregivers including grandparents, other extended family members, daycare providers, babysitters and family friends who are frequently in contact with the child.

One to two year olds are also becoming independent and are developing the ability to comfort themselves by thumb-sucking or holding onto favorite blankets or toys. Their sleeping and eating schedules are also becoming regular. They continue to respond to the different but equally valuable types of parenting mothers and fathers provide. Two year olds commonly test parental limits and appropriate parental responses can build the child's self-esteem for years to come.

Transitions between homes may become difficult for some one to two year olds and they may become upset at these times. Some resistance to exchanges is normal for some children. This behavior does not necessarily mean the other parent is not a good parent or that the child does not want to be with the other parent. Parents can make exchanges easier for the child by following predictable schedules and by supporting the child's relationship with the other parent.

All plans presume that the parent with access has appropriate baby supplies (infant seat, car seat, crib, diapers, toys) and that access will take place in a child friendly setting that is visually and intellectually stimulating. The parent with access time should personally care for the child as much as possible.

Return to the other home should be at least one half hour before bedtime. Once established, schedules should remain as consistent as possible.

All plans that include overnights presume that the parent with access not only had care giving experience but that the child is sufficiently attached and accustomed to being in the care of that parent for long periods.

Twelve to Twenty-four Months

Plan A(1): Three periods of three to six hours spaced throughout each week.

Comment: Frequent contact helps the parent and the child bond.

Parent A Parent B

	M	T	W	Th	F	S	S
8:00							
9:00							
10:00							
11:00							
Noon							
1:00							
2:00							
3:00							
4:00		4:30		4:30			
5:00							
6:00							
7:00		7:30		7:30			
8:00							
<i>overnight</i>							

Sample Parenting plan language:
 Parent A shall have time which the child each week on Tuesday and Thursday from 4:30 p.m. to 7:30 p.m. and Saturday from 9:00 a.m. to 3:00 p.m. The child shall be with Parent B the remainder of the time.

Plan A(2): Two six hour periods spaced throughout the week.

Comment: This plan is helpful when the parents work schedules or their levels of conflict make more frequent exchanges difficult. Because in this plan there are only two opportunities to parent each week, bonding between the parent and child may proceed more slowly and the child may experience some difficulty going from one parent to the other.

	M	T	W	Th	F	S	S
8:00							
9:00							
10:00							
11:00							
Noon							
1:00							
2:00							
3:00							
4:00							
5:00							
6:00							
7:00							
8:00							
<i>overnight</i>							

Sample parenting plan language:
 Parent A shall have time with the child each week on Tuesday from 12:00 p.m. to 6:00 p.m. and Saturday from 9:00 a.m. to 3:00 p.m. The child shall be with Parent B the remainder of the time.

Twelve to Twenty-four Months

Plan B: Two four-hour periods and one eight hour period spaced throughout each week:

Parent A Parent B

	M	T	W	Th	F	S	S
8:00							
9:00							
10:00							
11:00							
Noon							
1:00							
2:00							
3:00							
4:00		4:30		4:30			
5:00							
6:00							
7:00							
8:00		8:30		8:30			
<i>overnight</i>							

Sample parenting plan language:
 Parent A shall have time with the child each week on Tuesday and Thursday from 4:30 p.m. to 8:30 p.m. and on Saturday from 10:00 a.m. to 6:00 p.m. The child shall be with Parent B the remainder of the time.

Vacation: Time blocks that vary significantly from the above are not recommended, unless the child has gradually adjusted to overnights with parent A.

Holidays: When holidays or special occasions like Father’s Day, Mother’s Day and birthdays do not fall on a parent’s access day, parents should consider dividing them consistent with the blocks noted above.

Twelve to Twenty-four Months

Plan C: One daytime period of three to six hours and two non-consecutive overnights each

Parent A Parent B

	M	T	W	Th	F	S	S
8:00					8:30		
9:00							
10:00							
11:00							
Noon							
1:00							
2:00		2:30					
3:00							
4:00						4:30	4:30
5:00				5:30			
6:00							
7:00							
8:00		8:30		8:30			
<i>overnight</i>							

Sample parenting plan language: Parent A shall have time with the child each week on Tuesday from 2:30 p.m. to 8:30 p.m., Thursday at 5:30 p.m. to Friday at 8:30 a.m. and Saturday from 4:30 p.m. to Sunday at 4:30 p.m. The child shall be with Parent B the remainder of the time.

Vacation: Presuming that Plan C overnights have been ongoing, parents may have one period of three consecutive overnights, midweek or weekend, with children 12 to 18 months old. After the age of 18 month, parents may have two one-week periods separated by at least four weeks. Each parent shall give the other parent thirty days written notice of vacation plans and an itinerary of travel dates, destination, and places where the child or parent can be reached.

Holidays: When holidays or special occasions like Father’s Day, Mother’s Day and birthdays do not fall on a parent’s access day, parents should consider dividing them consistent with the blocks noted above.

SAMPLE PARENTING ACCESS PLANS

Twenty-four to Thirty-six Months

Ages two to three are an important time for children to develop independent skills. Although children this age are learning to be independent, they may still cling to their caregiver and resist separation. They may be negative, and say “NO!” to parents’ requests and demands just to express their independence. They may also be fearful about unfamiliar activities and objects. Predictable, regularly scheduled routines help children manage their fears and help them learn that the world is a safe place. Moving between parents’ homes may become difficult for children at this age and they may become upset. This behavior does not necessarily mean that the other parent is not a good parent or that the child does not want to be with the other parent. Parents must ensure that the transitions between the two parents’ homes are free of parental arguing and tension.

Plan A(1): Two three to four hour periods and one eight hour period spaced throughout each week:

Parent A. Parent B.

	M	T	W	Th	F	S	S
8:00							
9:00							
10:00							
11:00							
Noon							
1:00							
2:00							
3:00							
4:00		4:30		4:30			
5:00							
6:00							
7:00							
8:00		8:30		8:30			
<i>overnight</i>							

Sample parenting plan language: Parent A shall have time with the child each week on Tuesday and Thursday from 4:30 p.m. to 8:30 p.m. and on Saturday from 10:00 a.m. to 6:00 p.m. The child shall be with Parent B the remainder of the time.

Vacation: Time blocks that vary significantly from the above are not recommended.

Holidays: When holidays or special occasions like Father’s Day, Mother’s Day and birthdays do not fall on a parent’s access day, parents should consider dividing them consistent with the blocks noted above.

Twenty-four to Thirty-six Months

Plan A(2): Two periods of three to six hours and one overnight each week:

Parent A. Parent B.

	M	T	W	Th	F	S	S
8:00							
9:00							
10:00							
11:00							
Noon							
1:00							
2:00							
3:00							
4:00		4:30		4:30			
5:00							
6:00							
7:00		7:30		7:30			
8:00							
<i>overnight</i>							

Sample parenting plan language: Parent A shall have time with the child each week on Tuesday and Thursday from 4:30 p.m. to 7:30 p.m. and on Saturday from 4:00 p.m. to Sunday at 10:00 a. m. The child shall be with Parent B the remainder of the time.

Vacation: Presuming Plan A(2) overnights have been ongoing, parents may have two one-week periods separated by at least four weeks. Each parent shall give the other parent thirty days written notice of vacation plans and an itinerary of travel dates, destinations, and places where the child or parent can be reached.

Holidays: When holidays or special occasions like Father’s Day, Mother’s Day and birthdays do not fall on a parent’s access day, parents should consider dividing them consistent with the blocks noted above.

Twenty-four to Thirty-six Months

Plan B: One period of three to six hours and two non-consecutive overnights each week:

Comment: Ideally a child of this age should not be separated on a regular schedule from either parent for longer than four days.

Parent A. Parent B.

	M	T	W	Th	F	S	S
8:00							
9:00							
10:00							
11:00							
Noon							
1:00							
2:00							
3:00							
4:00			4:30				
5:00							
6:00							
7:00			7:30				
8:00							
<i>overnight</i>							

Sample parenting plan language: Parent A shall have time with the child each week on Wednesday 4:30 p.m. to 7:30 p.m. and Monday 8:00 a.m. to Tuesday 8:00 a.m. and Friday 8:00 a.m. to Saturday 1:00 p.m. The child shall be with Parent B the remainder of the time.

Vacation: Presuming that Plan B overnights have been ongoing, use Plan A(2) vacation plan for this age group.

Holidays: See Plan A(2) Holiday for this age group.

Twenty-four to Thirty-six Months

Plan C: One period of three to six hours and two consecutive overnights each week:

Parent A. Parent B.

	M	T	W	Th	F	S	S
8:00							
9:00							
10:00							
11:00							
Noon							
1:00							
2:00							
3:00							
4:00							
5:00	5:30						
6:00							
7:00							
8:00							
<i>overnight</i>							

Sample parenting plan language: Parent A shall have time with the child each week on Saturday 10:00 a.m. to 1:00 p.m. and Monday 5:30 p.m. to Wednesday 8:00 a.m. The child shall be with Parent B the remainder of the time.

Vacation: Presuming that Plan C overnights have been ongoing, use Plan A(2) vacation plan for this age group.

Holidays: See Plan A(2) Holidays for this age group.

SAMPLE PARENTING ACCESS PLANS

Three to Five Years

Three to five year-olds are attached to their regular caregivers and separation may cause them to be uncomfortable and anxious. They may also be fearful about unfamiliar activities and objects and may experience night fears like “monsters” under the bed.

Three to five year-olds may show increased discomfort when moving between parents’ homes. They may become very upset at these times. This behavior does not necessarily mean that the other parent is not a good parent or that the child does not want to be with the other parent. Parents can make exchanges easier for children by following predictable schedules.

Three to five year-olds may benefit from structured time with children their own age, away from parents. This time helps them to develop social skills and to learn that they can be safe and happy away from both parents.

Children are more likely to resist going to the other parent if the parents are tense, hostile or argue with each other at the exchange. If tension is present, the child might become difficult to manage or might display a variety of behaviors consistent with emotional problems. If parents cannot be pleasant, or at least neutral, they should limit communications at these exchanges. Parents **must not** use the child as a messenger to communicate with the other parent. Children may also feel more secure if they can take favorite stuffed toys, family photos or other objects that will remind them of the other parent.

After age three, children become more aware of holiday celebrations. To avoid disputes, parents should schedule for as many holidays as are meaningful to the family, whether religious, cultural, or national in their access plan. Parents should also include family birthdays and annual parent day celebrations.

The options discussed for 24 months to 36 months are also appropriate for this age group.

Plan A(1): Two consecutive overnights every other week and an additional overnight or afternoon/evening period each week.

Plan A(2): Three consecutive overnights week one. Another overnight or afternoon/evening period of three to four hours may be added in week two.

Sample Monthly Schedule

Plan A(1)						
M	T	W	Th	F	S	S
		5:30 p.m.		5:30 p.m.		6:00 p.m.
		5:30 p.m.				
		5:30 p.m.		5:30 p.m.		6:00 p.m.
		5:30 p.m.				

Parent A shall have time with the child week one from Friday at 5:30 p.m. to Sunday at 6:00 p.m. In addition, Parent A shall have time with the child each week from Wednesday at 5:30 p.m. to Thursday at 8:00 a.m. The child shall be with Parent B the remainder of the time. Repeat schedule weeks three and four.

Plan A(2)						
M	T	W	Th	F	S	S
			5:30 p.m.			6:00 p.m.
		5:30 p.m.				
			5:30 p.m.			6:00 p.m.
		5:30 p.m.				

Parent A shall have time with the child week one from Thursday at 5:30 p.m. to Sunday at 6:00 p.m. In addition, Parent A shall have time with the child each week from Wednesday at 5:30 p.m. to Thursday at 8:00 a.m. week two. The child shall be with Parent B the remainder of the time. Repeat schedule weeks three and four.

Three to Five Years

Plan B: Four consecutive overnights week one. Another overnight or afternoon/evening period of three to four hours may be added in week two.

Plan C(1): Parents split each week and the weekend.

Comment: This plan provides consistent routine and accommodates a young child's ability to be apart from either parent for only three days. It also allows the child to have a "stay home" day (Saturday or Sunday) with each parent each week, which is helpful to many young children. Parents may dislike not having full weekend access, but the schedule can be modified to allow full weekends during the summer or on holidays. If desired, parents may alternate exchanges so one week one parent has three overnights and the other has four overnights and the next week the number of overnights is reversed.

Sample Monthly Schedule

Plan B						
M	T	W	Th	F	S	S
			5:30 p.m.			8:00 a.m.
			5:30 p.m.			
			5:30 p.m.			8:00 a.m.
			5:30 p.m.			

Parent A shall have time with the child week one from Monday at 8:00 a.m. In addition; Parent A shall have the child from Thursday at 5:30 p.m. to Friday at 8:00 a.m. week two. The child shall be with Parent B the remainder of the time. Repeat schedule weeks three and four.

Plan C(1)						
M	T	W	Th	F	S	S
		12:00 p.m.				8:00 a.m.
		12:00 p.m.				8:00 a.m.
		12:00 p.m.				8:00 a.m.
		12:00 p.m.				8:00 a.m.

Parent A shall have time with the child each week from Sunday 8:00 a.m. to Wednesday 12:00 p.m. Parent B shall have time from Wednesday at 12:00 .m. to Sunday at 8:00 a.m.

Three to Five Years

Plan C(2): Each parent has the same two consecutive midweek overnights each week and alternates the weekends.

Comment: This plan provides each parent with alternating full weekends with and without the children. The child is away from each parent during alternate weeks for five days, which may be difficult for some children at this age. This plan is helpful when the parents' level of conflict makes exchanges difficult, because all exchanges can take place at day care.

Sample Monthly Schedule

Plan C(2)						
M	T	W	Th	F	S	S
5:30 p.m.	8:00 a.m.			5:30 p.m.		8:00 a.m.
5:30 p.m.	8:00 a.m.					
5:30 p.m.	8:00 a.m.			5:30 p.m.		8:00 a.m.
5:30 p.m.	8:00 a.m.					

Parent A shall have time with the child every Monday after daycare or 5:30 p.m. if not in daycare to Wednesday 8:00 a.m. Parent B shall have time with the child every Wednesday after daycare or 5:30 p.m. If not in daycare to Friday at 8:00 a.m. The parties shall alternate weekends (Friday to Monday at 8:00 a.m.)

Vacation: Each parent shall have the opportunity to spend up to 10 days in town or out of town each year or two one week periods taken separated by at least three weeks. Telephone contact is recommended during out of town periods. Each parent shall give the other parent thirty days written notice of vacation plans and an itinerary of travel dates, destination, and places where the child or parent can be reached.

Holidays: See the "What to do about the Holidays" section of this booklet.

SAMPLE PARENTING ACCESS PLANS

Six to Nine Years

Six to nine year-old children may worry that one parent does not love them or that they will lose one parent. They may also experience intense longing for the absent parent. It is common for these children to fantasize that their parents will get back together.

Some six to nine year-olds benefit from spending more time at one home, while other move back and forth on a regular basis with ease. Children differ in how long they are comfortable being away from each parent. If the child has spent considerable quality time with the parent who has access, that child may cope better with a long separation from the other parent.

All scheduling should maximize parents' time off from work. If work schedules change, parents may vary access days with appropriate prior notice.

Plan A(1): Two consecutive overnights every other week. An additional three to six hour period or overnight may be added each week.

Plan A(2): Three consecutive overnights every other week and an additional four to six hour period each week.

Sample Monthly Schedule

Plan A(1)						
M	T	W	Th	F	S	S
		5:30 p.m.		5:30 p.m.		6:00 p.m.
		5:30 p.m.				
		5:30 p.m.		5:30 p.m.		6:00 p.m.
		5:30 p.m.				

Parent A shall have time with the child week one from Friday at 5:30 p.m. to Sunday at 6:00 p.m.. In addition, Parent A shall have access each Wednesday from 5:30 p.m. to 8:30 p.m. each week. The child shall be with Parent B. the remainder of time.

Plan A(2)						
M	T	W	Th	F	S	S
5:30 p.m.					2:00 – 8:00	
					2:00 – 8:00	
5:30 p.m.					2:00 – 8:00	
					2:00 – 8:00	

Parent A. shall have time with the child week one from Monday at 5:30 p.m. to Thursday at 8:00 a.m. In addition, Parent A shall have access every Saturday from 2:00p.m. to 8:00 p.m. The child shall be with Parent B the remainder of the time. Repeat schedule weeks three and four

Six to Nine Years

Plan B: Four consecutive overnights week one with an additional overnight week two.

Plan C(1): Split each week and weekend

Comment: This plan allows each parent to participate more in the child’s academic life. It also provides a consistent routine, accommodates a young child’s ability to be apart from either parent for only three days and allows the child to have a “stay home” day (Saturday or Sunday) with each parent each week, which is helpful to many young children. Parents may dislike not having full weekend access, but the schedule can be modified to allow full weekends during the summer or on holidays. If desired, parents may alternate exchanges so one week one parent has three overnights and the other had four overnights and the next week the number of overnights is reversed.

Sample Monthly Schedule

Plan B						
M	T	W	Th	F	S	S
		5:30 p.m.				
	5:30 p.m.					
		5:30 p.m.				
	5:30 p.m.					

Parent A shall have time with the child week one from Wednesday at 5:30 p.m. to Sunday at 8:00 a.m.. In addition, Parent A shall have access each week two on Tuesday from 5:30 p.m. to Wednesday 8:00 a.m. the Child shall be with Parent B the remainder of time.

Plan C(1)						
M	T	W	Th	F	S	S
		12:00 p.m.				8:00 a.m.
		12:00 p.m.				8:00 a.m.
		12:00 p.m.				8:00 a.m.
		12:00 p.m.				8:00 a.m.

Parent A. shall have time with the child each week from Sunday 8:00 a.m. to Wednesday 12:00 p.m. Parent B shall have time from Wednesday at 12:00 p.m. to Sunday at 8:00 a.m.

Six to Nine Years

Plan C(2): Each parent has the same two consecutive midweek overnights each week and alternates the weekends.

Comment: This plan provides each parent with alternating full weekends with and without the children. The child is away from each parent during alternate weeks for five days, which may be difficult for some children. This plan is helpful when the parents' level of conflict makes exchanges difficult, because all exchanges can take place at school or daycare.

Plan C(3): The parents share time with the child during alternating seven day periods. A midweek overnight is optional for the parent who does not have access that week. The exchange time can be Friday after school or work, Sunday afternoon or evening, or Monday after school. **Comment:** This plan requires effective parental communication and cooperation to arrange weekly activities for the children. For example, if one parent wants to enroll the children in karate lessons on Tuesday evenings, the other parent must be willing to follow up with this activity when the children are with that parent. All exchanges for this plan can take place at school or day care if desired. While some children thrive with this access plan, others may find this arrangement disruptive.

Sample Monthly Schedule

Plan C(2)						
M	T	W	Th	F	S	S
3:30 p.m.				5:30 p.m.		
3:30 p.m.						
3:30 p.m.				5:30 p.m.		
3:30 p.m.						

Parent A shall have time with the child every Monday after school to Wednesday at 8:00 a.m. Parent B shall have time with the child every Wednesday after school to Friday at 8:00 a.m. The parties shall alternate weekends (Friday after school to Monday morning).

Plan C(3)						
M	T	W	Th	F	S	S

Parent A. shall share time with the child for a seven-day period (alternating weeks). Week one: Parent A shall drop the child off at school Friday at 8:00 a.m. and Parent B shall pick the child up after school. Week two: Parent B shall drop the child off a school Friday at 8:00 a.m. and Parent A shall pick the child up after school. Repeat schedule weeks three and four. (Optional: The parent who does not have time with the child during the week shall be entitled to an overnight, normally to occur Wednesday from 5:30 p.m. to Thursday at 8:00 a.m.).

Vacation: Each parent shall have the opportunity to spend two, two week periods of in town or out of town vacation each year for children age six to eight. Each parent shall have the opportunity to spend up to four consecutive weeks of vacation after the child is eight. Each parent shall give the other parent thirty days written notice of vacation plans and an itinerary of travel dates, destination, and places where the child or parent can be reached. If the child is in town during a four week vacation period, the non-vacating parent may have one weekend (Friday at 5:30 p.m. to Sunday at 6:00 p.m.) if desired.

Holidays: See the "what to do about the holiday" section of this booklet.

SAMPLE PARENTING ACCESS PLANS

Ten to Thirteen Years

Ten to thirteen year old children often want to be independent from their parents and are becoming more attached to their friends. They may blame one parent for the divorce, may be angry and embarrassed by the breakup of the family, and may side with one parent.

Children at this age often want to have a say in their living arrangements. Parents should allow them to express their views, while making it clear that it is up to the parents to make the final decisions. As children begin junior high school, parents should give consideration to their school and extracurricular activities. Parents should be flexible remembering that access must still occur on a regular basis.

All plans for six to nine year-olds are suitable for this age group.

Vacation: Each parent shall have the opportunity to spend two, two week periods or up to on four week period for in town or out of town vacation. Each parent shall give the other parent thirty days written notice of vacation plans and an itinerary of travel dates, destination, and places where the child or parent can be reached. Telephone contact is recommended. If the child is in town during a four week vacation period, the non-vacationing parent may have one weekend (Friday at 5:30 p.m. to Sunday at 6:00 p.m.) if desired.

Holidays: See the “what to do about the holidays” section of this booklet.

SAMPLE PARENTING ACCESS PLAN

Fourteen to Eighteen Years

During the later teen years, children want to be independent and believe they are capable of making their own decisions. Often, their focus is on their friends, school, activities, or work more so than on their family. Fourteen to eighteen year-olds may resist a rigid or well defined access schedule. Parents should be flexible and accept the children’s increasing ability to care for their own needs. Many older teens prefer a primary house to use as a base where their friends can contact them. Sometimes they prefer it just because it is less confusing. As a result, for some children, having one parent’s house as a primary house is important. Parents should consult with older teens regarding their ideas for living arrangements, access schedules, and family activities. Parents, however, must remind their teens that final decisions rest with the parents.

All of the plans listed from age six and older are suitable for this age group.

Plan A: Two consecutive overnights every other week, preferably on the weekend and an optional additional afternoon/evening period each week. One household becomes the “home base”.

Plan B: The parents share time with the child during alternating seven-day periods. A midweek overnight period is optional for the parent who does not have access that week. The exchange time can be Friday after school or work, Sunday afternoon or evening, or Monday after school.

Comment: The plan requires effective parental communication and cooperation to arrange weekly activities for the children. For example, if one parent wants to enroll the children in karate lessons on Tuesday evenings, the other parent must be willing to follow up with this activity when the children are with that parent. While some children thrive with this access plan, others may find this arrangement disruptive.

Sample Monthly Schedule

Plan A						
M	T	W	Th	F	S	S
		5:30-9:00		5:30 p.m.		6:00 p.m.
		5:30-9:00				
		5:30- 9:00		5:30 p.m.		6:00 p.m.
		5:30- 9:00				

Parent A shall have time with the child every other week from Friday at 5:30 p.m. to Sunday at 6:00 p.m.. In addition, Parent A shall have access each Wednesday from 5:30 p.m. to 9:00 p.m. each week. The child shall be with Parent B. the remainder of time.

Plan B						
M	T	W	Th	F	S	S
		5:30-				
5:30 p.m.		5:30-				
		5:30-				
5:30 p.m.		5:30-				

Parent A .shall have time with the child for a seven-day period (alternating weeks). Week one: Parent A shall drop the child off at school Monday at 8:00 a.m. and parent B shall pick the child up at school at 5:30 p.m. Week two: Parent B shall drop the child off at school Monday at 8:00 a.m. and Parent A shall pick the child up at school at 5:30 p.m. Repeat schedule weeks three and four. (Optional: The parent who does not have time with the child during the week shall be entitled to an overnight, normally to occur Wednesday from 5:30 p.m . to Thursday at 8:00 a.m.).

Fourteen to Eighteen Years

Plan C: The parents shall share time with the child during alternating fourteen-day periods. While scheduled to be with on parent, the child may have access to the other parent intermittently, as determined by the child’s school and activity schedules, as well as the child’s need and desires.

Sample Monthly Schedule

Plan C						
M	T	W	Th	F	S	S
				5:30 p.m.		

Parents shall share time with the child on an alternating 14-day basis. Week one: Parent A shall drop the child off at school Friday at 8:00 a.m. and Parent B shall pick the child up after school. Week three: Parent B shall drop the child at school at 8:00 a.m. and Parent A shall pick the child up after school. (Optional: The parent who does not have time with the hid during the fourteen day period shall have access as determined by the child’s school and activity schedules, as well as the child’s needs and desires.)

Vacation: Each parent shall have the opportunity to spend two, two week periods or up to one four week period for in town or out of town vacation. Each parent shall give the other parent thirty days written notice of vacation plans and an itinerary of travel dates, destination, and places where the child or parent can be reached. Telephone contact is recommended. If the child is in town during a four week vacation period, the non-vacating parent may have one weekend (Friday at 5:30 p.m. to Sunday at 6:00 p.m.) if desired.

Holidays: See the “What to do about the Holidays” section of this booklet.

WHAT TO DO ABOUT THE HOLIDAYS

Parents May:

1. Divide: Split the day or weekend (not necessarily equally) with both parents.

Sample parenting access plan language: Parent A shall have access on [specify holiday] from 9 a.m. to 2 p.m. Parent B shall have access from 2 p.m. to 8 p.m.

2. Alternate: One parent has access on certain holidays in even years and the other parent has access in odd years.

Sample parenting access plan language: Parent A shall have time with the child on [specify the holidays] in all even years from 9 a.m. to 5 p.m. Parent B shall have time with the child from 9 a.m. to 5 p.m. on [specify the holidays] in all odd years.

3. Substitute: One parent always has a specific holiday in exchange for another holiday.

Sample parenting access plan language: Parent A shall have [specify holiday] each year and parent B shall have [specify holiday] each year.

4. Scheduled: Parents follow their regular schedule and celebrate the holiday with the child if they have access on that day or time.

Sample parenting access plan language: Parents shall celebrate [specify holiday] if it falls on the day they regularly have access.

5. Each parent celebrates his or her parent day with the child.

Holidays and days of special meaning have priority over regular access periods.

Parents may vary their choice or method for each holiday because one method may work well for one holiday, but not for another.

PARENT/CHILD ACCESS-LONG DISTANCE

Special considerations may arise when a parent moves a long distance away from his or her child, but close relationship between the child and the parent should be maintained. Access shall be provided throughout the year at regular intervals. Parents must consider the age and maturity of the child, school schedules and work schedules of other family members when deciding how often and how long visits should be. **Parents should refer to the developmental information provided in this booklet when creating long distance plans.**

Parents must also consider their financial ability to provide transportation and the cost/availability of childcare when children are visiting from out of town. If the Court has not allocated travel expenses in the child support order, parents should allocate these costs by agreement prior to finalizing any schedule.

Depending upon the actual distance between the two parents' homes, and the availability of transportation, there shall be a minimum of four access periods each year. Access shall occur in the summer, during the winter holiday season, during Thanksgiving or spring break, and on or near the child's birthday. If the child's birthday falls during one of the other scheduled access periods, a fourth access period shall be scheduled at another time. If logistically possible, twice-monthly visits should occur. If parents live within driving distance, they should each drive one direction or meet half way. Ideally, children under age eight should not fly alone.

As children approach age three, they become aware of holidays. Holidays can be a challenge to parents who live far apart. Parents must be flexible and cooperative so that the child can enjoy holidays with both of them. To avoid disputes, parents should schedule for as many religious, cultural or national holidays as are meaningful to the family. Parents should also include family birthdays and annual parent day celebrations.

What to do about holidays-long distance

When parents live a long distance apart, all the options available for short distance plans are not available. Parents must consider the child's school and work schedules when arranging for holiday visits. Parents may:

1. Alternate: One parent has access on certain holidays in even years and the other parent has access in odd years. Holidays begin at 6:00 p.m. on the last day of school and conclude at 6:00 p.m. the day before school starts.

Sample access plan language: Parent A shall have time with the child on [specify holidays] on all even years from 6:00 p.m. Wednesday to 6:00 p.m. Sunday. Parent B shall have time with the child for [specify holidays] on all odd years.

2. Substitute: One parent always has a specific holiday in exchange for another holiday.

Sample access plan language: Parent A shall have [specify holiday] each year and Parent B shall have [specify holiday] each year.

3. Scheduled: Parents follow their regular schedule and celebrate the holiday with the child if they have access on that weekend. The weekend shall be extended to include the holiday.

Sample access plan language: Parents shall celebrate [specify holiday] if it falls on or close to the weekend they regularly have access.

Parents may vary their choice or method for each holiday because one method may work well for one holiday, but not for another.

COURT ORDER #1

IN THE COURT OF COMMON PLEAS OF _____ COUNTY, OHIO

vs.

Case No. _____

Plaintiff

Defendant

PRELIMINARY INJUNCTIONS

IT IS ORDERED, PURSUANT TO LOCAL RULE 10.01, EFFECTIVE ON THE DATE A COMPLAINT IS FILED THAT EACH SPOUSE IS ENJOINED FROM COMMITTING ANY OF THE FOLLOWING ACTS:

1. Removing, or causing to be removed, the child(ren) born or adopted by the parties and/or the child(ren) of either or both spouses, if any, from the Court's jurisdiction without leave of Court; and
2. Causing physical abuse, annoying, inflicting bodily injury, attempting to cause or recklessly cause bodily injury, threatening the use of force or imminent physical harm, stalking, harassing, interfering with or imposing any restraint on the personal liberty of the other spouse, committing any act with respect to a child in violation of the Revised Code of Ohio; and
3. Incurring debt in the name of the other spouse except for necessary food, housing, utilities, medical care, and necessary transportation; and
4. Selling, removing, transferring, encumbering, pledging, hypothecating, damaging, hiding, concealing, assigning or disposing of any and all property, real or personal, owned by both or either spouse or a child (including household goods, vehicles, financial accounts, and the personal property of each), without the prior written consent of the spouse or the Court. Excluded is any account now used for the payment of living costs; and
5. Voluntarily changing the terms of, or beneficiary of, terminating coverage of, cashing in, borrowing against, encumbering, transferring, canceling or failing to renew any type of insurance, including health, automobile, life, home, liability, disability, or fire insurance that provides coverage for a spouse or child(ren) born or adopted by the parties; and
6. Voluntarily liquidating, encumbering, borrowing against, cashing in, changing the beneficiary of, terms, or conditions of any retirement or pension plan or program that provides any benefit to a spouse or a child(ren) born or adopted by the parties and/or of either or both spouses; and
7. Voluntarily interrupting or terminating any utility service to the marital residence without prior written consent of the other spouse or the Court.

Nothing in the above restraining orders precludes a spouse from using their property to pay necessary and reasonable attorney fees, litigation and court costs in this action.

Judge

WARNING

This is an official court order. If you disobey any order of court, you may be found in contempt of court, sentenced to jail, fined, and ordered to pay costs and attorney fees, in addition to any other legal remedy available to the spouse, child or other dependent affected. This order is in effect until (1) the court issues an order which modifies or terminates it; (2) a judgment for divorce or legal separation is filed with the Clerk of Court specifically dismissing each injunction.

COURT ORDER #2

IN THE COURT OF COMMON PLEAS OF _____ COUNTY, OHIO

In the matter of:

PLAINTIFF, PETITIONER

JUDGE _____

ORDER APPOINTING GUARDIAN

AD LITEM

DEFENDANT, PETITIONER, RESPONDENT

CASE NUMBER: _____

* * * * *

_____ having moved for the appointment of a guardian ad litem, and it appearing that appointment of a guardian ad litem is essential to protect the interests of the minor child(ren); it is hereby **ORDERED**, that _____; be and hereby is appointed guardian ad litem for the minor child(ren) _____

_____ ; it is further **ORDERED**, that upon presentation of a copy of this order to any agency, hospital, physician, chiropractor, optometrist, dentist, nurse or other medical, dental or optical practitioner, psychologist, psychiatrist, or other mental health practitioner, organization, school, person, or office including, but not limited to, the Clerk of this Court, human services agencies, public children services agencies, private child placing agencies, health departments, juvenile courts, and juvenile probation departments, the guardian ad litem shall be permitted to inspect and copy any records relating to the child(ren)/parent and/or to confer with any and all professionals who may provide information relative to said minor child(ren)/parent with respect to issues pending before this Court without the consent of the child(ren) or parent(s); it is further

ORDERED, that the guardian ad litem appointed to this cause shall maintain any information received from any such source as confidential, and will not disclose the same except to report to the Court or as the Court directs or law permits; it is further

ORDERED, that the guardian ad litem shall be given notice of and shall appear at all hearings or proceedings scheduled in this cause and assure proper representation of the child(ren) at said hearings; unless excused or otherwise indicated by the Court; it is further

ORDERED, that the guardian ad litem shall be notified of any hearings, reviews, investigations, depositions, or other proceedings concerning the child(ren) and shall be entitled to attend the same; it is further

ORDERED that the guardian ad litem shall be notified prior to any change being made in the child(ren)'s residential placement and/or case plan by any party, except those actions taken to prevent immediate or threatened physical or emotional harm to the child(ren) as provided in 2151.41.2, in which case the guardian ad litem must be notified before the end of the next business day after the change is made; it is

ORDERED that the GAL shall charge at the rate of _____ per hour for his/her services.

ORDERED that fees for said guardian ad litem shall be taxed as follows: _____

Date Approved:

Judge/Magistrate

CERTIFICATION:

A copy of this order was hand-delivered or mailed to counsel of the parties or to the parties without counsel and to the guardian ad litem this _____ day of _____, 20 _____. [Receipt of a copy of this order was waived by the parties and/or counsel.]

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

CASE NUMBER:

JUDGE

QUALIFIED MEDICAL SUPPORT ORDER

* * * * *

1. It is intended that this Order constitute a Qualified Medical Support Order as defined in Section 609 of the Employee Retirement and Income Security Act of 1974, as amended, and R.C.3113.217.

2. This Order applies to the _____ (the "Plan") which the court has determined to be the only group health insurance and health care policy, contract, or plan that is available to _____ (hereinafter referred to as the "Obligor") and _____ (hereinafter referred to as the "Obligee"), at reasonable cost. **(You would substitute the name of the plan for each instance).**

3. The Obligor is a participant in the Plan. The last-known mailing address and telephone number of the Obligor is _____, phone # _____.

4. Pursuant to the terms of a Judgment Entry filed _____, 20____, the Obligor was ordered to maintain his/her minor child(ren) on Obligor's health insurance plan.

5. The minor child(ren) referred to in Section 4, above, hereinafter designated the "Alternate Recipient(s)", is/are _____ (name, address, SS#, DOB). The Obligor is hereby ordered to secure coverage for the Alternate Recipient(s) from the Plan, or, in the event the Obligor is no longer eligible to participate in the Plan, from a health insurance policy, contract, or plan that provides coverage similar to that provided by the Plan. The Obligor shall, within thirty (30) days of the date of the Order, furnish written proof to the Child Support Enforcement Agency that the coverage has been obtained. The Obligor is directed to execute the necessary documents or comply with any directions or instructions issued by the Plan Administrator to facilitate the provision of coverage to the Alternate Recipients.

6. The Obligor shall supply the other parent with the information regarding the benefits, limitations, and exclusions of the health insurance coverage, copies of any insurance forms necessary to receive reimbursement, payment or other benefits under the health insurance coverage, and a copy of any necessary insurance cards. In addition, the Obligor shall submit a copy of this Order to the insurer at the time the Obligor make application to enroll the Alternate Recipient(s) for coverage. The Obligor shall furnish written proof, within thirty (30) days of the issuance of this Order that he has complied with the requirements of this paragraph.

7. The Plan Administrator is directed to provide coverage to the Alternate Recipient(s) as soon as is administratively feasible after it has been determined that the Order satisfies the requirements of Section 609 of ERISA and R.C.§3113.217.

8. It is the intent of this Order that medical plan coverage for the Alternate Recipient(s) is subject to all terms and conditions of the Plan in the same manner as if the Alternate Recipient(s) qualified as (a) dependent(s) under the terms of the Plan.

9. The Obligor, _____ (name, address, SS# and phone #), shall be reimbursed for out-of-pocket medical, optical, hospital, dental or prescription expenses paid for each child who is subject of the Order. The Plan, or any successor plan, may continue making payment for medical, optical, hospital, dental or prescription expenses paid for each child who is the subject of the Order. The Plan, or any successor plan, may continue making payment for medical, optical, hospital, dental or prescription services directly to any health care provider in accordance with the applicable provisions of the Plan.

10. The Obligor and Obligee shall designate the child(ren) who are the subject of this Order as covered dependents under any health insurance or health care policy, contract or plan for which they contract no later than thirty (30) days after the issuance of the Order.

11. **OPTIONAL PARAGRAPH** – The Obligor and Obligee shall be responsible for any co-payment or deductible costs required under the applicable provisions of the Plan in accordance with the following formula: Obligor ____%; Obligee ____%.

12. If the Obligor fails to comply with the requirements of this Order, the Child Support Enforcement Agency shall comply with the procedures specified in R.C.§3113.217(F) to obtain a court order requiring the Obligor to obtain the health insurance coverage required under the terms of this Order.

13. During the time that this Order is in effect, the employer of the Obligor is required to release to the other parent or the Child Support Enforcement Agency, upon request, any necessary information on the health insurance coverage, including, but not limited to, the name and address of the insurer and any policy, contract, or plan number, and to otherwise comply with this Order and any Court Order issued under this section.

14. If the person required to obtain health insurance coverage for the child(ren) subject to this child support order obtains new employment and the health insurance coverage for the child(ren) is provided through the previous employer, the Child Support Enforcement Agency shall comply with the requirements of division (E) of R.C. §3113.217 which may result in the issuance of a notice requiring the new employer to take whatever action is necessary to enroll the children in health insurance coverage provided by the new employer.

15. The Obligor and the Obligee shall comply with any requirements set forth in this Order no later than thirty (30) days after the issuance of this Order.

16. The Order shall be binding upon the Obligor and the Obligee, their employers, and any insurer that provides health insurance coverage for either of them or their child(ren).

17. Any employer who receives a copy of this Order shall notify the Child Support Enforcement Agency of any change or the termination of the Obligor's health insurance coverage that is maintained pursuant to this Order.

18. Coverage for the Alternate Recipient(s) shall continue until such times as the Alternate Recipient(s) would no longer be entitled to coverage as dependents under the terms of the Plan, had their parents not divorced.

19. This Medical Child Support Order is not intended to require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan.

20. To the extent necessary, this Court retains jurisdiction to modify this Order for the purpose of satisfying the provisions of Section 609 ERISA and R.C. §3113.217.

IT IS SO ORDERED.

Judge

IN THE COURT OF COMMON PLEAS OF _____ COUNTY, OHIO

In the matter of:

JUDGE _____

PLAINTIFF, PETITIONER,

ORDER

DEFENDANT, PETITIONER, RESPONDENT.

CASE NUMBER: _____

The parties, _____, are hereby **ORDERED** to attend the six-week program “How to Raise the Best Children Possible,” commencing Monday, _____, 2_____, and continuing on the next five Mondays (or at such other time as may be indicated), and to each pay the \$30.00 registration fee required. Each party shall contact the Center for Child and Family Advocacy at (419)592-0540 to register for “How to Raise the Best Children Possible” classes at least forty-eight hours prior to the first class.

Failure to register for, pay for and attend the “How to Raise the Best Children Possible” classes may be used as a factor in determining the allocation of parental rights and responsibilities for the child (ren) who is/are the subject of this case, including designation of residential parent and legal custodian for the child(ren) and allocation of parenting time with the child(ren), and/or may result in a contempt of court finding.

Judge/Magistrate

Certification

The undersigned hereby certifies that on this _____ day of _____, 2_____, copies of this order and the “How to Raise the Best Children Possible” brochure were (hand-delivered) (mailed by ordinary United States mail) to each party.

IN THE COURT OF COMMON PLEAS OF _____ COUNTY, OHIO

In the matter of:

JUDGE _____

PLAINTIFF, PETITIONER,

ORDER FOR INVESTIGATION
(HOME STUDY)

DEFENDANT, PETITIONER, RESPONDENT.

CASE NUMBER: _____

Upon motion of the _____ and for good cause shown, it is hereby ORDERED that _____ shall complete an investigation as to the character, family relations, past conduct, earning ability and financial worth of the parties to this action and that a report shall be made of said investigation providing recommendations relative to the allocation of parental rights and responsibilities and parenting time for the children, _____.

Upon completion, said report shall be provided by _____ to this Court not less than seven days before trial and the Court will forward copies thereof to counsel of record. Counsel shall not provide a copy of the report to his or her client or allow the client to read the portions thereof pertaining to anyone but the client specifically; however, counsel may discuss the contents of the report with the client.

In order to facilitate the completion of the investigation and the report thereof, the parties shall immediately schedule appointments with _____ for themselves and the children and shall keep all appointments scheduled. In addition, the parties shall sign and deliver any requested releases for information presented to them by _____ and shall cooperate with _____ in order to ensure that the investigation and report are completed expeditiously.

Finally, the costs and the fees for the investigation and the report thereof shall be paid as follows:

Judge/Magistrate

Approved: _____

CERTIFICATION

A copy of this Order was hand-delivered or mailed to _____, to counsel of the parties or to the parties without counsel this _____ day of _____, 20____.

COURT ORDER #6

IN THE COURT OF COMMON PLEAS OF _____ COUNTY, OHIO

In the matter of:

PLAINTIFF, PETITIONER

JUDGE _____

vs./and

ORDER
**For Evaluations as to the Allocation of Parental
Rights and Responsibilities and Parenting Time**

DEFENDANT, PETITIONER, RESPONDENT

CASE NUMBER: _____

Upon motion of the _____ and for good cause shown, it is hereby ORDERED that the parties, _____, and the minor children, _____, submit to psychological evaluations to be conducted by _____, and that a report be made of said evaluations providing recommendations relative to the allocation of parental rights and responsibilities and parenting time for the children.

Upon completion, said report shall be provided by Dr. _____ to this Court and the Court will forward copies thereof to counsel of record. Counsel shall not provide a copy of the report to his or her client or allow the client to read the portions thereof pertaining to anyone but the client specifically; however, counsel may discuss the contents of the report with the client.

In order to facilitate the completion of the evaluations and the report thereof, the parties shall immediately schedule appointments with Dr. _____ for themselves and the children and shall keep all appointments scheduled. In addition, the parties shall sign and deliver any requested releases for information presented to them by Dr. _____ and shall cooperate with Dr. _____ in order to ensure that the evaluations and report are completed expeditiously.

Finally, the costs and the fees for the evaluations and the report thereof shall be paid as follows:

Judge / Magistrate

Approved:

CERTIFICATION

A copy of this Order was hand-delivered or mailed to Dr. _____, to counsel of the parties or to the parties without counsel this _____ day of _____, 20_____.

COURT ORDER #7

IN THE COURT OF COMMON PLEAS OF _____ COUNTY, OHIO

In the matter of:

PLAINTIFF, PETITIONER

JUDGE _____

vs./and

MOTION TO REVIEW FAMILY FILE

DEFENDANT, PETITIONER, RESPONDENT

CASE NUMBER: _____

The undersigned does hereby request an order that will allow inspection and review of the family file in this case. The undersigned does hereby acknowledge that he/she is either a party in the proceeding, attorney, or a county CSEA representative and a proper person to review the family file in accord with Court Rule 10.03(F).

Signature

Print Signature

Title (Circle) Party/Attorney/CSEA

ORDER

The motion of _____ to review the family file in this case came on for consideration by the court. The court finds that the movant is a proper party to review the family file as set forth in Court Rule 10.03(F).

It is therefore ORDERED that the Clerk of Court shall permit _____ upon proper identification to review the family file in this proceeding, subject to the following:

_____.

Judge / Magistrate

COURT ORDER #8

IN THE COURT OF COMMON PLEAS OF _____ COUNTY, OHIO

In the matter of:

PLAINTIFF, PETITIONER

JUDGE _____

vs./and **ORDER REQUIRING MEDIATION SERVICES**

DEFENDANT, PETITIONER, RESPONDENT

CASE NUMBER: _____

* * * * *

Upon the request of the (parties, or at the Courts discretion) this matter be and hereby is referred for mediation.

It is therefore **ORDERED** that all parties shall forthwith submit the issues in this matter to the Northwest Ohio Court Mediation Services forthwith.

It is therefore **ORDERED** that any party who intentionally fails to appear for a mediation session as ordered by the Court shall be subject to sanctions, including those for Contempt of Court.

It is further **ORDERED** that the Northwest Ohio Court Mediation Services will notify the following parties of their scheduled mediation.

It is further **ORDERED** that at the conclusion of the mediation services or prior to that completion, at the discretion of the mediator, the mediator shall file with the Court and make available to counsel for all parties appropriate mediation reports concerning the progress of the mediation.

Judge/ Magistrate

Plaintiff/Petitioner _____ residing at

Telephone: _____

Attorney: _____ Address: _____

Telephone: _____

Defendant/Petitioner/Respondent _____ residing at

Telephone: _____

Attorney: _____ Address: _____

Telephone: _____