

DISSOLUTION WITH CHILDREN
Checklist of Forms to be Completed

Forms to be completed by you and your spouse:

- Domestic Case Designation Form
- Petition for Dissolution
- Separation Agreement *
- Shared Parenting Agreement (if applicable)
- Financial Affidavit (Husband) *
- Financial Affidavit (Wife) *
- Custody Affidavit *
- Waiver of Service of Summons

Forms that must also be completed and attached:

- Child Support Worksheet

* to be signed in front of a notary

**COURT OF COMMON PLEAS
HOCKING COUNTY, OHIO**

CASE NO. _____

Petitioner,

JUDGE _____

vs.

**DOMESTIC CASE
DESIGNATION FORM**

Petitioner.

Has this case been previously filed and dismissed? Check one: Yes No

If yes, list Case Number: _____

Judge: _____

List all related pending case(s), including case number and judge:

DOMESTIC CATEGORIES

Place (X) in ONE category only:

- A. Termination of Marriage w/children (Divorce)
- B. Termination of Marriage w/o children (Divorce)
- C. Dissolution of Marriage w/ children
- D. Dissolution of Marriage w/o children
- E. Change of Custody
- F. Visitation Enforcement/Modification
- G. Support Enforcement/Modification
- H. Domestic Violence
- I. U.I.F.S.A.
- J. Parentage

K. Other (i.e., Foreign Support Enforcement, Warrants, Spousal Support Enforcement)

Signature of Wife

Signature of Husband

Address

Address

Telephone

Telephone

**COURT OF COMMON PLEAS
HOCKING COUNTY, OHIO**

_____ CASE NO. _____
Petitioner,

vs.

JUDGE _____

_____ **PETITION FOR DISSOLUTION OF**
Petitioner. **MARRIAGE**
(WITH MINOR CHILDREN)

Wife's Information:

Name _____

Address _____

DOB _____

Husband's Information:

Name _____

Address _____

DOB _____

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

1. The date and place of the marriage of the parties are:

Date of Marriage: _____

Place of Marriage: _____

2. The minor children born or adopted by the parties currently under the age of 19 are as follows:

Name

Date of Birth

3. The wife is not pregnant.
4. A Separation Agreement, agreed to and signed by both Petitioners, which provides for a division of all property, payment of debts, spousal support, and allocation of parental rights, where applicable, is attached.
5. Petitioners acknowledge that they have voluntarily entered into the attached Separation Agreement and/or Shared Parenting Agreement, that they are satisfied with its terms, and that they seek a Dissolution of the Marriage and the Court's approval of the agreement.
6. The wife does does not request to be restored to a former name.

Former Name:

WHEREFORE, Petitioners request the Court to grant a Dissolution of the Marriage, incorporating the attached Separation Agreement.

Signature of Petitioner/Wife Date

Signature of Petitioner/Husband Date

**COURT OF COMMON PLEAS
HOCKING COUNTY, OHIO**

CASE NO. _____

Plaintiff,

JUDGE _____

vs.

**SEPARATION AGREEMENT
(WITH MINOR CHILDREN)**

Defendant.

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

1. The date and place of the marriage of the parties are:

Date of Marriage: _____

Place of Marriage: _____

2. Differences have arisen between the parties and they intend to live separate and apart from each other. The parties acknowledge that they are incompatible as marriage partners.
3. By this Agreement, the parties settle, determine and provide for a division of all their property and debts, and for spousal support and allocation of parental rights and responsibilities, where applicable.

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

I. Separation

The parties shall live separate and apart. Each shall be free from harassment by the other. Neither party shall interfere with the activities, personal life, or privacy of the

other; nor shall either engage in any course of conduct calculated to restrain, embarrass, injure, or hinder the other in any way.

II. Division of Property

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

A. Real Property (Real Estate)

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

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

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

- Each party shall pay for and hold the other harmless from any debt owing on real property they receive unless otherwise stated in this agreement.

B. Motor Vehicles

- There are no motor vehicles titled in either party's name.

- Husband shall receive, free and clear of any claims of the wife, all right, title and interest in the following motor vehicles:

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

- Each party shall pay for, and hold the other harmless from, any debt owing on the motor vehicle(s) they receive unless otherwise stated in this agreement.

C. Household Goods and Personal Property

- We agree that our household goods and personal property are already divided, and we are satisfied with the division.

- Husband shall receive the following household goods:

- Wife shall receive the following household goods:

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

D. Bank Accounts (checking, savings, credit union, certificate of deposit)

- We agree that our accounts are already divided, and we are satisfied with the division.

Husband shall receive the following account(s): (list the type and account number)

Type of Account

Account Number

Wife shall receive the following account(s):

Type of Account

Account Number

We have no accounts.

E. Stocks and/or Bonds

We agree that all stocks and/or bonds are already divided, and we are satisfied with the division.

Husband shall receive the following stocks/bonds:

Wife shall receive the stocks/bonds:

We do not have any stocks/bonds.

F. Pension/Profit Sharing, IRA, 401 K and/or Retirement Plans

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

- Husband shall receive the following:

- Wife shall receive the following:

- We do not have any of the above.

G. Life Insurance

- We agree that the cash value of all life insurance policies has already been divided.
- Husband shall receive the following life insurance policy, free and clear of any claims of the wife:

- Wife shall receive the following life insurance policy, free and clear of any claims of the husband:

- The parties have no life insurances policies with a cash value.

III. Spousal Support

- Neither the wife nor husband shall pay spousal support now or in the future to the other.
- _____ shall pay spousal support to _____ in the amount of _____ per month,

plus a 2% processing fee, payable through Hocking County Child Support Enforcement Agency (CSEA) effective _____(date) which shall terminate upon the happening of the earliest of the following events:

1. After a period of _____ months;
2. Death of the spouse receiving or paying the spousal support;
3. Remarriage by the spouse receiving support;
4. (Other):

The parties agree that the Court

- shall
 shall not

have continuing jurisdiction to modify spousal support.

IV. Debts

- Each party shall pay all debts incurred by him or her individually from this day forward, including any debts or expenses incurred after the separation and prior to the granting of the divorce or dissolution.
- We have no debts.
- We agree to the payment of all debts we owe as follows:

	Creditor	Purpose of Loan	Approximate Balance	Who will Pay
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

V. **Non-Use of Other's Credit**

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

VI. **Name Change**

The wife will will not be restored to the former name of:

VII. **Parenting**

1. The parties will parent the children according to the attached Shared Parenting Plan.
2. The Parties agree that Wife shall be the designated primary residential parent and legal custodian of the following minor child(ren):

Name	Date of Birth
------	---------------

3. The Parties agree that Husband shall be the designated primary residential parent and legal custodian of the following minor child(ren):

Name	Date of Birth
------	---------------

4. The other Party shall have time sharing companionship rights in the following manner:

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

Other time sharing as specifically set forth here:

- A. Neither Party shall be permitted to remove the child(ren) from the State of Ohio for permanent residence purposes without the written permission of the other Party and written notice to the Court.
- B. Each Party will notify the other Party of events at school, church, and group activities, and of other matters that normally would be of interest to a caring parent. Notification shall be provided within a reasonable time prior to the appearance of the event, so long as the notifying parent has also received notice within a reasonable time. In the event that notice is received by a Party in only a short time period prior to the occurrence of the event, that Party will make every reasonable effort to immediately notify the other Party to allow the opportunity to participate and share in the event. Each party shall have full access to the school records of the child(ren) as provided by law. Access to school records must be requested in writing.
- C. Each Party shall promptly notify the other of any injuries or situations that may include any emergency or extraordinary medical, dental, optical or pharmaceutical attention for the minor child(ren).
- D. Each Party shall have access to all medical records of the child(ren) as provided by law.

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

1. The mother father shall provide health insurance for the minor child(ren) of the Parties.

Insurance Carrier: _____

Carrier's Address: _____

Proof of insurance, insurance forms and an insurance card shall be submitted to the other party. A copy of medical bills must be submitted to the party holding the insurance within thirty (30) days of receipt of same.

2. **Both Parties shall provide** and maintain health insurance for the benefit of the minor child(ren).

The mother's father's insurance carrier shall be the primary.

Insurance Carrier: _____

Carrier's Address: _____

The mother's father's insurance carrier shall be the secondary.

Insurance Carrier: _____

Carrier's Address: _____

Proof of insurance, insurance forms and an insurance card shall be submitted to the other party.

3. Health insurance coverage for the child is not available at a reasonable cost to either party. The obligor or the obligee shall immediately inform the child support enforcement agency that private health insurance coverage for the child has become available to either the obligor or obligee. The child support enforcement agency shall determine if the private health insurance coverage is available at a reasonable cost and if coverage is reasonable. If so, the child support enforcement agency will order either the obligor or obligee to provide private health insurance for the minor child through administrative order.

The child support enforcement agency shall give the obligor notice in accordance with Chapter 3121 of the Revised Code and provide the obligor an opportunity to be heard if the obligor believes there is a mistake of fact regarding the availability of

private health insurance at a reasonable cost as determined under division (B) of this section.

Each party shall notify the Hocking County Child Support Enforcement Agency of any change in address or employment status.

E. Child Support – Court Calculated

Wife Husband shall pay to husband wife as and for the support of the Parties' child(ren), the sum as provided by the Ohio Child Support Guidelines, to be established by the Court at the final hearing based on financial information furnished to the Court by the affidavit attached to the Petition.

The support shall be set out as an amount per month, plus processing fee of 2% or \$1.00 per month, whichever is greater, and shall be payable through the Hocking County CSEA.

The child support obligation shall be effective (date) _____. All support shall be paid through the Ohio Child Support Payment Central, P.O. Box 182372, Columbus, OH 43218-2372. Any support not paid through the CSEA shall be considered a gift and not credited against the support obligation.

Support payments shall continue until a child dies, marries, becomes self-supporting, or reaches eighteen, whichever event first occurs, provided that such support shall continue beyond the child's eighteenth birthday so long as the child continuously attends on a full-time basis any recognized and accredited high school, but not beyond the age of nineteen, unless further ordered by the Court or CSEA.

All support ordered shall be withheld or deducted from the income or assets of the Party paying support, pursuant to a withholding order issued according to law, or by a withdrawal directive from a financial institution.

F. In the event that both Parties choose to enroll the child(ren) in non-public schooling, they shall split the costs of all school, tuition and related expenses in connection with non-

public schooling and the same percentages as set forth in the child support guideline calculation, or as follows:

Husband _____ %

Wife _____ %

G. Check **either** 1 or 2 below and complete

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

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

For the Husband or Wife to be able to claim the child(ren) set out above, they must have paid all their support obligation, if any, for that year. The parties agree to sign necessary IRS documents to carry out this order.

H. Transportation to accomplish the rights of companionship as set forth in Paragraph D, shall be divided between the Parties as follows: (check only 1 of the 4 options)

1. Each Party shall drive half-way during each companionship period, with the parties meeting at the following mutually convenient location to exchange the minor child(ren):

2. The Party exercising the rights of companionship shall provide all transportation for the exercise.

3. The transportation shall be divided equally between the Parties. The non-primary residential party shall provide transportation at the beginning of each companionship period, and the primary residential party shall provide transportation at the end of each companionship period.

4. Other:

VIII. Complete Disclosure

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

IX. Incorporation into Decree

If either the husband or the wife files an action for divorce or legal separation, or if they jointly institute proceedings for a dissolution, in this state or elsewhere, this agreement shall be presented to the court in such proceeding with the request that it be adjudicated to be fair, just, and proper, and that this agreement and all of its terms and provisions be incorporated into the decree of the court.

X. Complete Agreement

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

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

XI. Performance of Necessary Acts

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

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

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

XII. Other

We agree to the following additional matters:

XIII. Severability

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

XIV. Applicable Law

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

XV. Mutual Release

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

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

Witness

Petitioner/Wife's Signature

Witness

State of Ohio
County of _____

Acknowledgement

The foregoing Separation Agreement was signed and acknowledged before me
_____ this _____ day of _____, 20_____.
(Wife)

Notary Public, State of Ohio
My Commission Expires _____

Witness

Petitioner/Husband's Signature

Witness

State of Ohio
County of _____

Acknowledgement

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

Notary Public, State of Ohio
My Commission Expires _____

**COURT OF COMMON PLEAS
HOCKING COUNTY, OHIO**

Plaintiff,	CASE NO. _____
	JUDGE _____

vs.

SHARED PARENTING PLAN

Defendant.

Wife's Information:

Name	_____
Address	_____ _____
DOB	_____ _____

Husband's Information:

Name	_____
Address	_____ _____
DOB	_____ _____

Pursuant to § 3109.04 (D) of the Ohio Revised Code, the Parties hereby request the Court to grant to them Shared Parenting and control of their minor child(ren), in accordance with the terms set forth in the following Shared Parenting Plan:

JOINT CARE AND CONTROL

A. The Parties are the parents of the following child(ren) born to or adopted by them, and currently under the age of 19. The parties have no other issue between them.

Name	Date of Birth
_____	_____
_____	_____
_____	_____
_____	_____

B. The Parties have given considerable thought to the question of allocating parental rights and responsibilities and the manner in which the child(ren)'s best interests may be served. The Parties desire for the Court to approve this Shared Parenting Plan filed with their Petition for Dissolution of Marriage.

C. In the exercise of their obligations and duties, the Parties will discuss and cooperate on matters pertaining to the child(ren)'s health, education, and general welfare, acknowledging that the general well-being of the child(ren) is of paramount importance, and the Parties, therefore, will abide by the spirit of the Shared Parenting Plan, as well as its written provisions in so far as the welfare of the child(ren) is concerned. At all times during the term of this plan, each Party shall make a dedicated and sincere effort to foster love and respect between the child(ren) and the other Party, with a view to the Parties cooperating to adopt and follow a harmonious policy toward the upbringing and welfare of the child(ren), which shall include:

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

4. That each Party shall be able to enjoy his or her parental rights and relationships with the child(ren), free from the interference and harassment of the other Party, or family members of the other Party.

D.

5. For the sharing allocated within this agreement, the Parties agree that Wife shall be the designated primary residential parent for school enrollment purposes of the following minor child(ren):

Name	Date of Birth
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

6. For the sharing allocated within this agreement, the Parties agree that Husband shall be the designated primary residential parent for school enrollment purposes of the following minor child(ren):

Name	Date of Birth
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

7. The other Party shall have time sharing companionship rights in the following manner:

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

Other time sharing as specifically set forth here:

- E. Neither Party shall be permitted to remove the child(ren) from the State of Ohio for permanent residence purposes without the written permission of the other Party and written notice to the Court.
- F. Each Party will notify the other Party of events at school, church, and group activities, and of other matters that normally would be of interest to a caring parent. Notification shall be provided within a reasonable time prior to the appearance of the event, so long as the notifying parent has also received notice within a reasonable time. In the event that notice is received by a Party in only a short time period prior to the occurrence of the event, that Party will make every reasonable effort to immediately notify the other Party to allow the opportunity to participate and share in the event. Each party shall have full access to the school records of the child(ren) as provided by law.
- G. Each Party shall promptly notify the other of any injuries or situations that may include any emergency or extraordinary medical, dental, optical or pharmaceutical attention for the minor child(ren).
- H. Each Party shall have access to all medical records of the child(ren) as provided by law.

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

4. The mother father shall provide health insurance for the minor child(ren) of the Parties.

Insurance Carrier: _____

Carrier's Address: _____

Proof of insurance, insurance forms and an insurance card shall be submitted to the other party. A copy of medical bills must be submitted to the party holding the insurance within thirty (30) days of receipt of same.

5. **Both Parties shall provide** and maintain health insurance for the benefit of the minor child(ren).

The mother's father's insurance carrier shall be the primary.

Insurance Carrier: _____

Carrier's Address: _____

The mother's father's insurance carrier shall be the secondary.

Insurance Carrier: _____

Carrier's Address: _____

Proof of insurance, insurance forms and an insurance card shall be submitted to the other party.

6. Health insurance coverage for the child is not available at a reasonable cost to either party. The obligor or the obligee shall immediately inform the child support enforcement agency that private health insurance coverage for the child has become available to either the obligor or obligee. The child support enforcement agency shall determine if the private health insurance coverage is available at a reasonable cost and if coverage is reasonable. If so, the child support enforcement agency will order either the obligor or obligee to provide private health insurance for the minor child through administrative order.

The child support enforcement agency shall give the obligor notice in accordance with Chapter 3121 of the Revised Code and provide the obligor an opportunity to be heard if the obligor believes there is a mistake of fact regarding the availability of private health insurance at a reasonable cost as determined under division (B) of this section.

Each party shall notify the Hocking County Child Support Enforcement Agency of any change in address or employment status.

I. Child Support – Court Calculated

Wife Husband shall pay to husband wife as and for the support of the Parties' child(ren), the sum as provided by the Ohio Child Support Guidelines, to

be established by the Court at the final hearing based on financial information furnished to the Court by the affidavit attached to the Petition.

The support shall be set out as an amount per month, plus processing fee of 2% or \$1.00 per month, whichever is greater, and shall be payable through the Hocking County CSEA.

The child support obligation shall be effective (date) _____. All support shall be paid through the Ohio Child Support Payment Central, P.O. Box 182372, Columbus, OH 43218-2372. Any support not paid through the CSEA shall be considered a gift and not credited against the support obligation.

Support payments shall continue until a child dies, marries, becomes self-supporting, or reaches eighteen, whichever event first occurs, provided that such support shall continue beyond the child's eighteenth birthday so long as the child continuously attends on a full-time basis any recognized and accredited high school, but not beyond the age of nineteen, unless further ordered by the Court or CSEA.

All support ordered shall be withheld or deducted from the income or assets of the Party paying support, pursuant to a withholding order issued according to law, or by a withdrawal directive from a financial institution.

- J. In the event that both Parties choose to enroll the child(ren) in non-public schooling, they shall split the costs of all school, tuition and related expenses in connection with non-public schooling and the same percentages as set forth in the child support guideline calculation, or as follows:

Husband	_____	%
Wife	_____	%

K. Check **either** 1 or 2 below and complete

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

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

For the Husband or Wife to be able to claim the child(ren) set out above, they must have paid all their support obligation, if any, for that year. The parties agree to sign necessary IRS documents to carry out this order.

L. Transportation to accomplish the rights of companionship as set forth in Paragraph D, shall be divided between the Parties as follows: (check only 1 of the 4 options)

1. Each Party shall drive half-way during each companionship period, with the parties meeting at the following mutually convenient location to exchange the minor child(ren):

2. The Party exercising the rights of companionship shall provide all transportation for the exercise.

3. The transportation shall be divided equally between the Parties. The non-primary residential party shall provide transportation at the beginning of each companionship period, and the primary residential party shall provide transportation at the end of each companionship period.

4. Other:

Dated at _____, Ohio this _____ day of _____ 20 ____.

Witness

Petitioner/Wife's Signature

Witness

State of Ohio

Acknowledgment

County of _____

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

Notary Public, State of Ohio

My Commission Expires _____

Dated at _____, Ohio this _____ day of _____ 20 ____.

Witness

Petitioner/Husband's Signature

Witness

State of Ohio

Acknowledgment

County of _____

This Shared Parenting Plan was signed and acknowledged before me by _____ this
_____ day of _____ 20 _____. (Husband)

Notary Public, State of Ohio

My Commission Expires _____

**COURT OF COMMON PLEAS
HOCKING COUNTY, OHIO**

CASE NO. _____

Plaintiff,

JUDGE _____

vs.

**CHILD SUPPORT WORKSHEET
FINANCIAL AFFIDAVIT- HUSBAND
(WITH MINOR CHILDREN)**

Defendant.

Wife's Information:

Name _____

Address _____

DOB _____

Husband's Information:

Name _____

Address _____

DOB _____

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

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

2. I earn \$ _____
- per hour
- per week
- per month
3. I work an average of _____ hours per week.
4. I receive unemployment compensation of \$ _____
- per hour
- per week
- per month
5. I receive workers' compensation or disability insurance benefits of \$ _____
- per hour
- per week
- per month
6. I received other income in the amount of \$ _____
- per month
- per year

I receive this income from: _____

(List source including self-employment income if applicable)

7. My gross income for last year was \$ _____
8. My year-to-date gross income for this year is \$ _____ through _____ (date)
9. I do do not have health insurance available for the minor child(ren).

The insurance costs \$ _____

per week

per month.

A) The cost to cover myself only is \$ _____

per week

per month.

B) The extra cost to cover the child(ren) is \$ _____

per week

per month.

10. I pay work-related/education-related/employment-training related/day care expenses for the minor child(ren) of this marriage in the amount of \$ _____

per week

per month.

11. I am the biological parent of _____ other minor child(ren) who live in my home. I receive \$ _____ per month in court-ordered child support for these other minor biological child(ren).

12. I pay _____ percent city income tax.

13. I pay union dues and uniforms in the amount of \$ _____

14. I pay \$ _____ per month in court-ordered spousal support to my ex-wife.

15. I pay \$ _____ per month in court-ordered child support for another child(ren).

Signature of Petitioner Husband

Sworn to and subscribed in my presence this _____ day or _____ 20 ____

Notary Public

**COURT OF COMMON PLEAS
HOCKING COUNTY, OHIO**

CASE NO. _____

Plaintiff,

JUDGE _____

vs.

**CHILD SUPPORT WORKSHEET
FINANCIAL AFFIDAVIT- WIFE
(WITH MINOR CHILDREN)**

Defendant.

Wife's Information:

Name _____

Address _____

DOB _____

Husband's Information:

Name _____

Address _____

DOB _____

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

16. I am employed at: (include name and address)

17. I earn \$ _____

- per hour
 per week
 per month

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

19. I receive unemployment compensation of \$ _____

- per hour
 per week
 per month

20. I receive workers' compensation or disability insurance benefits of \$ _____

- per hour
 per week
 per month

21. I received other income in the amount of \$ _____

- per month
 per year

I receive this income from: _____

(List source including self-employment income if applicable)

22. My gross income for last year was \$ _____

23. My year-to-date gross income for this year is \$ _____ through _____
(date)

24. I do do not have health insurance available for the minor child(ren).

The insurance costs \$ _____

- per week
 per month.

C) The cost to cover myself only is \$ _____

- per week
 per month.

D) The extra cost to cover the child(ren) is \$ _____

- per week

per month.

25. I pay work-related/education-related/employment-training related/day care expenses for the minor child(ren) of this marriage in the amount of \$ _____

per week

per month.

26. I am the biological parent of _____ other minor child(ren) who live in my home. I receive \$ _____ per month in court-ordered child support for these other minor biological child(ren).

27. I pay _____ percent city income tax.

28. I pay union dues and uniforms in the amount of \$ _____

29. I pay \$ _____ per month in court-ordered spousal support to my ex-husband.

30. I pay \$ _____ per month in court-ordered child support for another child(ren).

Signature of Petitioner Wife

Sworn to and subscribed in my presence this _____ day or _____ 20 ____

Notary Public

**COURT OF COMMON PLEAS
HOCKING COUNTY, OHIO**

CASE NO. _____

_____ Plaintiff, _____

JUDGE _____

vs.

CUSTODY AFFIDAVIT

_____ Defendant.

_____, being first duly sworn, states the following statements are true.

The names, birth dates, and present addresses of the children at issue in this case are:

Name:	Date of Birth	Present Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Set forth below are the addresses at which said child(ren) resided during the preceding five (5) years, and the name(s) and present address of the person(s) with whom the child(ren) resided:

Date of Residence: _____ to _____

With Whom: _____

Address: _____

Current Address: _____

Date of Residence:

to

With Whom:

Address:

Current Address:

Date of Residence:

to

With Whom:

Address:

Current Address:

Date of Residence:

to

With Whom:

Address:

Current Address:

Date of Residence:

to

With Whom:

Address:

Current Address:

1. Said Affiant has has not participated as a party, witness or in any other capacity in any other proceeding concerning the allocation, between the parties of the

same child, of parental rights and responsibilities for the care of the child including any designation of parenting time rights and the designation of the residential parent and legal custodian of the child or that otherwise concerned the custody of or visitation with the same child. If Affiant has so participated, the court, case number and the date of the child custody determination are stated below.

Court	Case Number	Date
_____	_____	_____
_____	_____	_____

2. Said Affiant does does not know of any proceeding that could affect the current proceeding, including proceedings for enforcement of child custody determinations, proceedings 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 Affiant does know of such a proceeding, the court, case number, and the nature of the proceeding are stated below.

Court	Case Number	Nature of Proceeding
_____	_____	_____
_____	_____	_____

3. Said Affiant knows does not know of any person who is not a party to the proceeding and has physical custody of the child or claims to be a parent of the child who is designated the residential parent and legal custodian of the child or to have parenting time rights with respect to the child or to be a person other than a parent of the child who has custody or visitation rights with respect to the child. If Affiant knows of such a person, the names and address of those persons are stated below.

Name	Address
_____	_____
_____	_____
_____	_____

Each party has a continuing duty to inform the court of any child custody proceeding concerning the child(ren) in this or any other state that could affect the current proceeding.

Affiant

Attorney

Address

Address

Notary Public

Sworn to and subscribed by the affiant

before me this _____ day of _____, 20_____

**COURT OF COMMON PLEAS
HOCKING COUNTY, OHIO**

CASE NO. _____

Plaintiff,

JUDGE _____

vs.

WAIVER OF SERVICE OF SUMMONS

Defendant.

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

Signature of Petitioner/Wife

Date

Signature of Petitioner/Husband

Date

**COURT OF COMMON PLEAS
HOCKING COUNTY, OHIO**

CASE NO. _____

Petitioner,

JUDGE _____

vs.

**DECREE OF DISSOLUTION
(WITH MINOR CHILDREN)
(SHARED PARENTING DECREE)**

Petitioner.

This matter was considered by _____ Court of Common Pleas,
Hocking County, Ohio, General Trial Division on (date) _____, on the Petition
of the parties. Both parties were present in court. Neither party was represented by legal counsel.
Upon consideration of the testimony, the court makes the following orders:

Findings of Fact

1. At least one of the parties was a resident of the State of Ohio for not less than six months and a resident of Hocking County for at least ninety (90) days immediately prior to filing this Petition.
2. The parties have waived service of summons.
3. This matter was heard not less than thirty (30) nor more than ninety (90) days after the filing of the Petition.
4. Petitioner _____ was born on _____.
Petitioner _____ was born on _____.
5. The parties were married on _____.

6. The minor children born or adopted during this marriage currently under the age of 19 are as follows:

Name	Date of Birth
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

7. The wife is not pregnant.
8. The parties have voluntarily entered into and executed a Separation Agreement, which provides for the division of their property, child related issues and spousal support where applicable. The Separation Agreement and Shared Parenting Plan (if applicable) are attached hereto and incorporated herein.

1. A dissolution of the marriage is granted upon the petition of the parties and the marital relationship between the parties is terminated.
2. The Separation Agreement and Shared Parenting Plan (if applicable) are found to be fair and equitable and are approved and incorporated as part of this Decree of Dissolution.
3. The parties shall fulfill each and every obligation imposed by the Separation Agreement and Shared Parenting Plan (if applicable).
4. When private health insurance is being provided by a party in accordance with this order for the child(ren) named above, the father mother shall pay child support for the minor child(ren) in the sum of \$ _____ per month, plus processing charge, to the mother father.

When private health insurance is not provided by a party in accordance with this order for the child(ren) named above, the father mother shall pay support in the sum of \$ _____ per month, plus processing charge, for the support of the minor child, to mother father.

When private health insurance is not being provided by a party in accordance with this order for the child(ren) named above, the father mother shall pay cash medical support in the sum of \$ _____ per month, plus processing charge. If the obligor is order to pay cash medical support under this support order, the obligor shall begin payment of any cash medical support on the first day of the month immediately following the month in which private health insurance coverage begins or resumes. During the period when cash medical support is required to be paid, the obligor or obligee must immediately inform the child support enforcement agency that health insurance coverage for the children has become available.

The cash medical support payment shall be paid to either the obligee if the child is not a Medicaid recipient, or the office of child support to defray the cost of Medicaid expenditures if the child is a Medicaid recipient. The Hocking County CSEA shall amend the amount of monthly child support obligation to reflect the amount paid when private health insurance is not provided, as calculated in the current order pursuant to section 3119.022 or 3119.023 of the Revised Code, as applicable.

The amount of cash medical support paid by the obligor shall be paid during any period after the court or child support enforcement agency issues or modifies the order in which the children are not covered by private health insurance.

ALL CHILD SUPPORT AND SPOUSAL SUPPORT UNDER THIS ORDER SHALL BE WITHHELD OR DEDUCTED FROM THE INCOME OR ASSETS OF THE OBLIGOR PURSUANT TO A WITHHOLDING OR DEDUCTION NOTICE OR APPROPRIATE COURT ORDER ISSUED IN ACCORDANCE WITH SECTION 3113.21 OF THE REVISED CODE OR A WITHDRAWAL DIRECTED PURSUANT TO SECTION 3113.214 OF THE REVISED CODE AND SHALL BE FORWARDED TO THE OBLIGEE IN ACCORDANCE WITH THE SECTIONS 3113.212 AND 3113.213.

5. 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 UNTIL FURTHER NOTICE FROM THE COURT.
6. The court
 - does retain jurisdiction to modify spousal support.
 - does not retain jurisdiction to modify spousal support.
7. If the residential parent of children, or either parent under the Shared Parenting Plan (if applicable), intends to move to a new residence, the residential parent shall promptly file a Notice of Intent to Relocate with the court. The notice must include the date of the intended move and the case number of this case. Notice of relocation forms are available on the Hocking County Court of Common Pleas website.
8. Both parties are entitled to equal access to any record related to their children, except as provided in RC 3319.321(F) (children under care of domestic violence shelter).
9. Both parents are entitled to equal access to any day-care center that is, or in the future may be, attended by the children with whom visitation is granted, unless this Decree of Dissolution states otherwise. Neither parent shall remove the children from the day-care premises except during periods of time when that parent is entitled to do so under this order or by written consent of the parents.
10. Both parents are entitled to equal access of any student activity that is related to their children, except as provided in ORC 3319.23(F) (children under care of domestic violence shelter).
11. The wife's name is changed to her former name of _____ .
 The wife's name is not changed.
12. Court costs shall be paid from the deposit. Any balance remaining shall be assessed to each of the parties.
13. The Clerk of Courts is ordered to close the case file and remove it from the pending case docket.

Magistrate

Date

Approved and Objections Waived:

Petitioner/Wife

Petitioner/Husband

JUDGMENT ENTRY

The Court, having made an independent analysis of the issues and the applicable law, hereby approves and adopts the Magistrate’s Decision and incorporates the Decision by reference as if fully restated and adopts the Recommendations to Final Orders effective with the journalization of this Judgment Entry.

Judge

Date