

SAMPLE SHARED PARENTING PLAN

Under the Ohio law, “Shared Parenting” means that parents “share [the] physical and legal care of their children.” This means that it is each parent’s responsibility to continue to work together in the best interests of their child(ren). It is not an equal and divided relationship, but a cooperative and collaborative partnership to support child(ren), where the child(ren) always come first in all matters relating to their health, education, and welfare.

The parents agree that issues related to the children must be addressed on a continuing basis. As these issues arise, the parents agree that they will consult the Lucas County Local Parenting Time Schedule for guidance. Further, the parents agree that should decisions need to be made which are not specifically addressed by this plan, they will cooperate with each other to arrive at a joint decision on those issues. Both parents realize that their child(ren)'s general welfare and development is their primary concern, and therefore each parent will encourage the child(ren) to respect, honor, and love the other parent.

The parents have now reached an agreement which they believe to be in the best interest of their child(ren) and have established a parenting plan which provides for equitable sharing of parental rights and responsibilities, decision-making, and their child(ren)'s lives.

1. Living Arrangements

Each parent, regardless of where the child(ren) is residing as specified in this “Plan”, is the residential parent of the child(ren).

In all cases the parents agree that the Parenting Time Presumptions as set forth in the Lucas County Local Parenting Time Schedule shall be adopted unless otherwise set forth in this plan.

(Select A or B)

A. Traditional Plan:

_____ (Parent Name) shall have the child(ren) all weekdays and alternate weekends, with holidays, birthdays, school breaks, and vacations per the Lucas County Local Parenting Time Schedule.

_____ (Other Parent Name) shall have the child(ren) per the Lucas County Local Parenting Time Schedule.

B. Custom Plan:

_____ (Parent Name) shall have possession of the child(ren) as follows (state specific days/weeks/months and times of transfer): _____

_____ (Other Parent Name) shall have possession of the child(ren) as follows (state specific days/weeks/months and times of transfer): _____

Holidays/Birthdays

1. Lucas County Local Parenting Time Schedule OR

2. Other (state specific holidays and birthdays): _____

School Breaks

1. Lucas County Local Parenting Time Schedule OR

2. Other: _____

Vacations

(Select 1, 2, or 3)

1. Each parent shall have the right to exercise ____ weeks of vacation each year, with ____ days notice.
2. Each parent agrees that they shall schedule vacations with the child(ren) during their periods of possession of the child(ren).
3. Other: _____

Personal Possessions of the Child(ren):

The parents agree on the transfer of the clothing and personal possessions of the child(ren). Each parent acknowledges that it is in the best interest of the child(ren) to be permitted to take to the other's home those items which assist in making the child(ren) comfortable. Both parents will cooperate in the transfer of the clothing and personal belongings from one home to the other.

2. Transportation

(Select 1, 2, or 3)

1. Each parent shall provide transportation at the beginning of their period of possession.
2. _____ (Parent Name) shall be responsible for all transportation of the child(ren) at the times of transfer from one home to the other.
3. Other: _____

3. School

The parents agree that it is in the best interest of the child(ren) that they remain actively involved in the school progress and activities of their child(ren). Both parents acknowledge that the other shall be kept informed of such things as report cards, parent-teacher conferences, extracurricular activities, and graduation events. Each parent shall have equal access to the records and activities of their child(ren).

Subject to R.C. 3319.321(F) and unless otherwise indicated in the Entry or parenting plan, both parties are entitled access to any student activity related to the child(ren). Any school employee or official who knowingly fails to comply with permitting school activities access is in contempt of Court.

(Select A or B)

- A. The parents agree that the child(ren) shall attend public school, and the child(ren) shall attend the school district where _____ (Parent Name) resides.
- B. The parents agree that the child(ren) shall attend _____ private school and that:

(Select a, b, or c)

- a. _____ (Parent Name) shall pay all tuition, fees, etc., related to attendance; or
- b. Tuition, fees, etc., shall be divided between the parents in the following manner:
_____(Parent Name): _____ %
_____(Other Parent Name): _____ %
- c. Other: _____

The parent who is in possession of the child(ren) on a school day shall be responsible for providing transportation to and from school.

4. Support Obligations

The parents agree that the matter of child support shall be subject to the continuing jurisdiction of the Court and may be established or modified at the request of either parent pursuant to the relevant statutory factors and guidelines.

The parents have included the issue of child support in the judgment entry attached to the shared parenting plan submitted to the Court, and ask that it be approved.

5. Public Benefits

The parents agree that _____ (Parent Name) shall be designated as the residential parent for receipt of public benefits purposes for the following child(ren): _____. And _____ (Other Parent Name) shall be designated as the residential parent for receipt of public benefits purposes for the following child(ren): _____ (if necessary).

6. Health Insurance

The parents agree that _____ (Parent Name) shall provide health insurance coverage for the child(ren), and shall provide to the other parent all necessary insurance cards, forms, and literature concerning the coverage.

7. Extraordinary Medical Expenses:

Extraordinary medical expenses are defined as all non-routine medical, surgical, orthodontic, hospital, prescription, psychological, or psychiatric care incurred on behalf of the child(ren). Extraordinary medical expenses shall be prorated according to the percentage of the child support obligation set forth on the child support worksheet and Court's medical schedule.

The parents agree to deviate from the Court's medical schedule, and the extraordinary medical expenses shall be divided as follows:

_____ (Parent Name) pays ____% after all insurance.
_____ (Other Parent Name) pays ____% after all insurance.

8. Medical and Dental Care

The parents agree that each shall keep the other informed as to the medical needs of the child(ren). Further, the parents agree that the child(ren) shall have only one treating physician. Both parents shall be entitled to obtain access to all medical records of the child, as provided by law.

The parents agree that _____ (Parent Name) shall be responsible for making non-emergency medical decisions regarding the child(ren) and shall be responsible for scheduling any necessary appointments and providing transportation to and from said appointments.

In the event of a medical emergency, the parent who then has possession of the child(ren) will be responsible for those decisions arising from the emergency. Both parents agree to exhaust every effort in their attempt to advise the other of the emergency, so that, when possible, both parents may be present when medical or other procedures are performed, and joint decisions may be made.

9. Childcare

A. Work-Related Childcare

The parents agree that it is in the best interest of the child(ren) to have continuity in their daily life. Therefore, the same work-related childcare facility will be used, whenever possible, by the parents. The parents shall cooperate in the selection of the childcare provided. The cost of work-related childcare is to be divided as follows:

_____ (Parent Name): _____ %
_____ (Other Parent Name): _____ %

B. Non-Work-Related Childcare

Although the parents acknowledge that the child(ren) benefit by continuity in their daily life, the parents agree that a common childcare provider is not always practical for non-work-related events. Therefore, each parent shall arrange for their own childcare for non-work-related events during the period of time that the child(ren) are in their possession. The cost of non-work-related childcare shall be paid for individually by each parent.

10. Children's Activities

The parents agree that it is in the best interest of the child(ren) to take part in activities which provide enrichment for the child(ren). However, both parents acknowledge that they shall not, without the other's consent, schedule activities for the child(ren) which interfere with the time that the other has possession of the child(ren). The parents will discuss the enrollment of the child in extracurricular activities prior to said enrollment, and both parents shall be provided with a schedule of those events. Transportation arrangements and payment of costs shall be made prior to the child(ren)'s enrollment. Both parents agree to help the child(ren) keep their obligations to all groups, teams, leagues, etc. The parents shall work together to agree on the scheduling of special events that may interfere with regularly scheduled parenting time.

Religion (if applicable)

The parents agree that the child(ren) shall be raised in the _____ faith.

The parents agree that _____ (Parent Name) shall be responsible for transportation to and from religious services or instruction.

11. Future Change in Dating or Spousal Status

The parents agree that the best interests of their child(ren) are paramount in all future decisions concerning their own personal relationships with others. Each acknowledges that the other may make a future emotional commitment and each agrees that such a commitment will not interfere with their frequent need to communicate with each other regarding their children. Neither parent will talk negatively about the other parent to the children and neither will encourage the children to call a new significant other "mom" or "dad."

12. Moving

Both parents agree that the residence of the child(ren) shall remain Lucas County or a contiguous county and that the child(ren) will not be moved out of Lucas County or a contiguous county except by permission of the parents or of the Court. The parents agree that neither parent shall move without notification to the other, and at all times each parent shall be provided with the other's current address and phone number.

The parents agree that should a parent move a distance greater than 150 miles from Lucas County, the Court's Long Distance Schedule shall immediately become effective without further Court order.

Pursuant to R.C. 3109.051(G) and unless otherwise indicated in the Entry or parenting plan, if the residential parent, or either parent subject to a shared parenting plan, intends to move to a different residence than that stated in the Entry or parenting plan, said parent shall file notice of intent to relocate with this Court and send a copy of same to the other parent at least thirty (30) days prior to moving, or other agreed upon notice as follows: _____

13. Continuing Jurisdiction of the Court

Both parents recognize the continuing jurisdiction of the Court regarding matters related to their child(ren).

14. Dispute Resolution

Each parent agrees that, should they be unable to resolve a problem or make a decision agreeable to both parents, before pursuing litigation, they shall seek mediation services through _____ (Mediator Name and Phone Number) and the cost of services shall be paid as follows:

_____ (Parent Name) pays ____%

_____ (Other Parent Name) pays ____%

15. Extended Family

Each parent acknowledges that the child(ren) have the right to a continuing relationship with their grandparents, aunts, uncles, cousins, and other significant persons. Both parents shall work together to agree on the scheduling of special family events that may interfere with regularly scheduled parenting time.

16. Records Access

Subject to R.C. 3125.16 and 3319.321(F) and unless otherwise indicated in the Entry or parenting plan, both parties are entitled access to any record related to the child(ren). Any keeper of a record who knowingly fails to comply with permitting record access is in contempt of Court.

17. Other

Any other considerations on which the parents agree: _____

18. Approval of Plan

The parents agree that the foregoing plan is in the best interest of the child(ren). The Court finds this plan to be in the best interests of the child(ren) and approves same. Said plan, if separate from the judgment entry, shall be incorporated by reference.