

**SEPARATION AGREEMENT WITH CHILDREN-NO SHARED PARENTING PLAN**

**Identification of Parties**

Parties' names

**Jurisdiction of Child(ren): Juvenile Court or another Court [DR 21]**

1. If Juvenile Court or another Court has jurisdiction over all of the children of the marriage, then the Separation Agreement contains a statement that all of the children are under the jurisdiction of the Juvenile Court or another Court.
2. If Juvenile Court or another Court has jurisdiction over some of the children, the Separation Agreement shall identify that child or those children by name.
3. If Juvenile Court has jurisdiction over all or some of the children, a statement that the allocation of parental rights and responsibilities, including parenting allocation and time, child support, tax exemptions and health insurance are pursuant to the Juvenile Court order and the juvenile case number is provided.

**Allocation of Parental Rights and Responsibilities [DR 49(C)]**

**Parenting Allocation and Time**

1. A statement of the physical living arrangements for the child(ren) and a designation of which parent is the residential parent.
2. A specific schedule of parenting time with each parent must be included.
3. A statement as to the parent with whom the children will be physically located during holidays, school holidays, and special dates of importance.
4. A statement that the residential parent or any other legal custodian, shall send notice of intent to relocate to the Domestic Relations Case Management Office.
5. The mandatory language regarding the notice of intent to relocate was provided.
6. An order of equal access to the child(ren)'s school or medical records or an order limiting a parent's access.
7. Any order limiting a parent's access shall contain specific findings of fact which support such limitation.
8. A notice to the keeper of records regarding failure to comply.

**Child Support [DR 49(C)]**

1. A statement of the child support obligation stated in Appendix A – Child Support Language.
2. A statement that such support-plus a 2% processing charge, is to be paid through the Butler County Child Support Enforcement Agency (CSEA) or the Ohio Child Support Payment Center (OSCPC).
3. A statement that the cash medical support order is not subject to the deviation.
4. If the child support obligation deviates from guideline child support, then a Notice to Case Management Form DR C-16 is attached.
5. Mandatory language regarding the duty of support continuing beyond the age of majority was provided.
6. Mandatory language requiring withholding order to issue.
7. Mandatory language regarding payment through CSEA directly until a withholding goes into effect was provided.
8. Mandatory language regarding acceptance of payments of support not made through the CSEA shall be deemed a gift was provided.
9. Mandatory language regarding House Bill 352 was provided.
10. Mandatory language regarding parties' duty to notify CSEA in writing of change in employment or availability of any other sources of income was provided.
11. Mandatory language regarding any change in the status of the minor children of the parties which would terminate or modify the duty of the obligor was provided.

**Tax Exemptions [DR 49(C)]**

1. The separation agreement shall specify any children that either parent shall be entitled to claim as dependent(s) for federal income tax purposes.
2. The separation agreement shall specify the tax year(s) for which the child(ren) may be claimed as dependent(s)
3. The separation agreement shall provide the name of the person who may claim the child(ren) and the requirement that the person claiming them shall be substantially current in payment of child support for any tax years for which the child(ren) are claimed as dependents on or before January 31<sup>st</sup> of the following year.

**Health Insurance [DR 49(C)]**

1. A statement specifically designating that both the obligor and obligee are liable for health care of the children.
2. A statement that conforms with one of the provisions in Appendix C – Health Insurance Language.
3. A statement providing the name, address, and telephone number of the individual reimbursed for out-of-pocket medical, optical, hospital, dental, or prescription expenses for each child;
4. A statement that the health plan administrator may continue making payment for medical, optical, hospital, dental, or prescription services directly to any health care provider in accordance with the plan;
5. A statement that any person required to provide health insurance coverage for children shall designate the child(ren) as covered dependents under any private health insurance policy, contract, or plan;
6. A statement identifying the insurance order to be issued (DR705, DR707 or DR708).
7. A statement that the parties must comply with any obligations concerning health insurance coverage imposed under section 3119.30-3119.31 of the Revised Code no later than thirty (30) days after the applicable order is issued.
8. A statement that any person who fails to provide health insurance as ordered may be punished for contempt of Court and shall be solely responsible for the payment of all health care expenses incurred on the child(ren)'s behalf.
9. A statement that if the obligor is found in contempt for failing to provide health insurance coverage, and has previously been found in contempt, the Court shall consider the obligor's failure to comply with the order s a change of circumstances for the purpose of modification of the amount of support. 3119.30-3119.31
10. If a Qualified Medical Care Support Order (QMCSO) is issued,
  - a. A provision that the intent of the order is to enable each child named as an alternate recipient to receive health insurance coverage.
  - b. A provision that in the event there is a defect in the wording of the QMCSO that precludes that intended outcome, the Court shall retain jurisdiction to modify the QMCSO.

**Property Division [DR49(B)]**

**Vehicles**

1. If the vehicle title is to be transferred between parties, the Vehicle Identification Number (VIN) must be provided.
6. If the title is not to be transferred, then a statement that the vehicle is already titled to the receiving party.

**Household Goods and Furnishings**

1. A statement that all personal property has been divided and exchanged.
2. If personal property has not been divided and exchanged, the mandatory language that the parties shall exchange and divide all personal property no later than (ninety) 90 days after the filing date of the final decree of divorce was provided.

**Spousal Support [DR 49(B)]**

1. A statement as to whether spousal support is to be paid,
2. A statement as to whether the court will retain jurisdiction to modify the award.
3. A statement of the amount of the spousal support obligation.

4. Findings of fact which justify the award.
5. A clear statement of the term of the award.
6. The effective date of the spousal support obligation.
7. A statement of arrears and date owed through, if applicable.
8. A statement as to whether payment is to be made directly, or through CSEA, or OCSPC.
9. If spousal support is to be paid through CSEA or OCSPC, must include two percent processing fee.
10. If spousal support is to be paid through CSEA or OCSPC, all mandatory language in regard to spousal support must be included.
  - a. Mandatory language requiring withholding was provided.
  - b. Mandatory language regarding payment through CSEA directly until a withholding goes into effect was provided.
  - c. Mandatory language regarding acceptance of payments of support not made through the CSEA shall be deemed a gift was provided.
  - d. Mandatory language regarding House Bill 352 was provided.
  - e. Mandatory language regarding parties' duty to notify CSEA in writing of change in income source and the availability of any other sources of income was provided.
  - f. Mandatory language regarding notice to CSEA in writing or remarriage if the remarriage would terminate the obligation to pay spousal support was provided.
  - g. Mandatory language regarding instructions to make payment through the CSEA was provided.
  - h. Mandatory language regarding instructions to make payment through the OCSPC was provided.

#### **Retirement [DR 49(B)]**

1. A statement that all retirement plans have been disclosed.
2. A statement as to how retirement plans are to be divided.
3. If QDRO, DOPO, or other order dividing retirement plans is issued, a provision that the intent of the order is to fairly distribute to the Alternate Payee his or her share of the marital portion of the retirement plan.
4. If QDRO, DOPO, or other order dividing retirement plans is issued, a provision that in the event there is a defect in the wording of the QDRO, the court shall retain jurisdiction to modify the QDRO, DOPO or other order.
5. The separation agreement shall contain an order requiring the Alternate Payee and the Alternate Payee's trial counsel to prepare all documents required by the Plan Administrator, or any other named account holder.
6. The separation agreement shall contain an order requiring that the Plan Participant and the Plan's Participants Trial Counsel shall cooperate to facilitate the preparation of the QDRO, DOPO, or any other order dividing a retirement plan.
7. The separation agreement shall contain an order requiring that both parties and attorneys shall sign the QDRO, DOPO, or any other order dividing a retirement plan prior to submission to the Case Management Office.
8. The separation agreement shall contain an order requiring that the QDRO, DOPO, or any other order dividing a retirement plan shall be consistent with the terms of the division of retirement plan set out in the separation agreement or separation agreement.
9. The separation agreement shall contain an order requiring that the QDRO, DOPO, or any other order dividing a retirement plan shall be filed within forty-five (45) days of the file-stamped date of Judgment Entry and separation agreement.
10. The separation agreement shall contain an order requiring that the Court specifically reserves jurisdiction over the filing of the QDRO, DOPO, or other order dividing retirement plans.
11. The separation agreement shall contain an order requiring that the Court also reserves the jurisdiction to impose all costs, including attorney fees, upon a party and/or attorney not complying with section DR 49(B).

#### **Signatures on the Separation Agreement**

Both parties signed the Separation Agreement.

Eff. 12/1/08

**Number of Copies**

One (1) copy, plus the original, of the Separation Agreement was provided.

**Required Documents to be submitted with the Separation Agreement**

A completed DR617 was provided.

If the parties used the Court's standard guideline order for parenting time and holidays, then a copy of Form DR 610 was provided.

If a child support order is issued, a completed and signed child support computation worksheet was provided.

If child support or spousal support is ordered and paid through the CSEA, a Form DR 201 was provided.

If child support or spousal support is ordered and paid through the CSEA, an original IV-D application was provided.