

Appendix A

IN THE COURT OF COMMON PLEAS
HIGHLAND COUNTY, OHIO

IN RE: Schedule of Deposits

The Court hereby adopts the following schedule of deposits for court costs effective April 17, 2009:

SCHEDULE OF DEPOSITS

CIVIL

1. FORECLOSURES

- a. Five or less defendants.....\$500.00
- b. Each additional defendant.....\$20.00

2. REPLEVIN ACTION

- a. Five or less defendants.....\$200.00
- b. Each additional defendant.....\$20.00

3. ALL OTHER CIVIL ACTIONS

- a. Five or less defendants.....\$200.00
- b. Each additional defendant.....\$20.00
- c. Jury Trial Deposits.....\$600.00

This deposit shall be made by the party demanding at least 30 days prior to the date of jury trial. If multiple parties have demanded a jury trial, each party shall pay its pro-rated share. The Court may modify this amount depending upon the number of days that the parties expect the trial to continue.

Failure to deposit the required sum shall be deemed a withdrawal of the demand for a jury trial.

DOMESTIC RELATIONS

- 1. DISSOLUTION – NO CHILDREN.....\$250.00
- 2. DISSOLUTION – WITH CHILDREN.....\$300.00
- 3. DIVORCE OR LEGAL SEPARATION – NO CHILDREN.....\$300.00
- 4. DIVORCE OR LEGAL SEPARATION – WITH CHILDREN.....\$350.00

Appendix A-page two

JUDGMENTS

- 1. ISSUING A CERTIFICATE OF JUDGMENT.....\$5.00
- 2. FILING A CERTIFICATE OF JUDGMENT.....\$20.00
- 3. RELEASE OF CERTIFICATE OF JUDGMENT.....\$5.00
- 4. GARNISHMENTS.....\$50.00

MISCELLANEOUS

- 1. EXECUTION.....\$75.00
- 2. DEBTORS EXAM.....\$75.00
- 3. MOTION TO REOPEN CASE..... \$150.00
- 4. CROSS COMPLAINT AND/OR THIRD PARTY COMPLAINT
AND/OR SUPPLEMENTAL OR AMENDED COMPLAINT IF
SERVICE IS REQUIRED PER CIVIL RULES.....\$50.00 PER EACH
SERVICE
- 5. SUBPOENAS-To be paid when precipe is filed.....\$25.00 per subpoena

When a precipe for subpoena is filed it must also be accompanied by a check made payable to the witness in the following amounts:

- a. For a one day appearance....\$12.00 PLUS round trip mileage at 10 cents per mile
- b. For a one-half day appearance....\$6.00 PLUS round trip mileage at 10 cents per mile

APPEALS

- 1. FILING NOTICE OF APPEAL.....\$85.00
- 2. FILING NOTICE OF MANDAMUS APPEAL.....\$85.00

Adopted as the order of the General and Domestic Relations Divisions of the Court of Common Pleas this 17th day of April, 2009.

Rocky A. Coss
Administrative Judge

Appendix B

COURT OF COMMON PLEAS
HIGHLAND COUNTY, OHIO

STANDING TRIAL MANAGEMENT ORDER
FOR ALL CIVIL CASES

Failure to comply with the pretrial requirements in this order may result in imposition of sanctions.

FINAL PRETRIAL REQUIRMENTS

Proposed jury instructions and proposed verdict forms shall be presented to the Court at Final Pre-trial on hard copy and on CD, in Microsoft Word.

Counsel must present the Court with a written pre-trial statement at the Final pre-trial conference.

WITNESS DISCLOSURE

No later than one week before trial (“Disclosure Date”), each party will provide any adverse party with the name of all witnesses whom that party intends to call at the trial. A copy shall be filed with the Clerk.

a. Any party that first locates a prospective witness after the Disclosure Date despite the exercise of due diligence to learn about that witness earlier, shall disclose the name of that witness to each adverse party (a) within forty-eight hours after learning about that witness, and (b) no less than twenty-four hours before referring to the witness at the trial.

b. Any party who proposes to use or refer to a witness that was not timely disclosed shall first satisfy the Court that the party exercised due diligence to learn about that witness.

c. Absent a showing of good cause that the name or location of a witness was unknown to a party earlier with the exercise of due diligence, the Court will exclude from evidence and will preclude any comment about or reference to any witness for which the proponent failed to comply with this order.

MARKING AND EXCHANGE OF EXHIBITS

To facilitate the use of trial exhibits and to avoid any unnecessary disputes about discovery compliance, the Court directs the parties to comply with the following exhibit order:

The parties shall pre-mark all joint exhibits with sequential roman numerals (Jt.Ex. I, etc.). Each party shall pre-mark all of that party’s prospective separate exhibits, with the plaintiff using sequential Arabic numbers (Pl.Ex.1, etc.) and the defendants using sequential letters

Appendix B-page two

(Def.Ex. A, etc.). The parties shall make reasonable efforts to avoid duplicative exhibits, by omitting any exhibits which another party supplies as a prospective exhibit. The Court will instruct the jury to draw no inference from exhibit identification labels, or from the fact that any party first produced any exhibit at the trial. A copy shall be filed with the Clerk.

No later than one week before trial (“Disclosure Date”), each party shall supply the adverse party with a list of all proposed exhibits and a premarked copy of every exhibit that the party may offer at the trial (or reference to any exhibit which the adverse part already possesses from discovery responses).

No later than one day before trial, each party who objects to the admissibility of any adverse party’s exhibit shall file and serve a written Objection Statement regarding any challenged exhibits which shall state (a) whether the party objects to an exhibit’s authenticity, and (b) any other ground on which the party objects to that exhibit’s admissibility (without argument or citation of authority).

The Court intends to admit unchallenged exhibits before opening statements and may rule on some or all exhibit challenges then or at an appropriate later time after giving the complaining party an opportunity to explain the objection more fully.

Any party that first obtains a prospective exhibit after the disclosure date, despite the exercise of due diligence to obtain it earlier, shall supply a copy of that prospective exhibit to the adverse party (a) within twenty-four hours after obtaining it, and (b) no less than twenty-four hours before referring to it at the trial. Any Party who proposes to use or refer to a tardy exhibit shall first satisfy the Court that the party exercised due diligence to obtain the exhibit earlier.

At the beginning of the trial, each party shall provide two additional premarked sets of all prospective exhibits: one for the trial judge, and one which will remain at the witness chair for any witness to use at any counsel’s direction.

Absent a showing of good cause where an exhibit was unavailable to a party earlier with the exercise of due diligence, the Court will exclude from evidence and will preclude any comment about or reference to any exhibit for which the proponent failed to comply with this order. This subparagraph does not apply to any exhibit that a party may use solely to impeach a witness’s credibility or solely to refresh a witness’s recollection, and not as substantive evidence.

Counsel should offer each exhibit in evidence when they believe they have laid sufficient foundation, without waiting until that party rests. The court may admit unchallenged exhibits before opening statements. At the end of each day, the court may ask counsel whether they have any exhibits to offer which they have not offered previously.

Appendix B-page three

TRIAL OBJECTIONS

Counsel should avoid “speaking objections,” which argue in the jury’s hearing why the court should sustain the objection. The single word “objection” will usually suffice. If counsel believes the court may not recognize the found for the objection, they may add another single word: “from” (i.e., leading, compound, argumentative), “relevance”, “foundation”, “hearsay”, “privilege”, “best evidence”, “competence”, “scope”, etc.-or counsel may orally cite the Ohio Evidence Rule number on which they rely.

ENTER:

ROCKY A COSS, JUDGE

Appendix C

Appendix D

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

PLAINTIFF/PETITIONER : CASE NO:
v./and : AFFIDAVIT IN COMPLIANCE
: WITH R.C. 3109.27
: DEFENDANT/PETITIONER :

State of Ohio
County of _____

Affiant _____, being duly sworn, deposes and states as follows:

1. That the name of the child/children involved in the proceeding is/are:

2. That the current address of the child/children is/are:

3. The child/children currently reside(s) with the following person:

4. The places and dates where the child/children have resided the last five years other than their current address is/are:

5. In addition to the parties to this action, the child/children has/have lived with the following persons during the last five years whose addresses are as follows:

Appendix D-page two

6. Affiant has(not) participated as a party, witness or in any other capacity in any litigation in this or any other state concerning the allocation of parental rights and responsibilities or for the care or of the child/children or any other litigation concerning the custody of the children except as follows: _____
7. Affiant has no information or knowledge of any proceedings involving the custody of the child/children pending in this or any other state.
8. Affiant has no knowledge of any person not a party to this proceeding who has physical custody of the child/children, who claims to be a parent of the child/children, who is designated the residential parent or legal custodian of the child/children, who claims to have visitation rights with respect to the child/children or who claims to be a person other than a parent of the child/children who has custody of the child/children:
9. Affiant has(not) been convicted of or pleaded guilty to any criminal offense involving any act that resulted in a child being an abused or neglected child.
10. Affiant has (not) previously been determined to be the perpetrator of an abusive or neglectful act which was the basis for a determination in a case in which a child was adjudicated an abused or neglected child.
11. Affiant acknowledges that he/she has a continuing duty to inform the Court of any proceedings concerning the child/children in this or any other state of which he/she has knowledge.

Affiant

Sworn to and subscribed to before me a notary public this _____ day of _____, 200____.

Notary Public

Appendix E

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

_____ : Case No. _____
Plaintiff : TEMPORARY MUTUAL
vs. : RESTRAINING ORDER
:
:
_____ :
Defendant :

Pursuant to Local Rule 17.6, **IT IS HEREBY ORDERED** effective on the date of the filing of the Complaint, herein, that each party be and is hereby enjoined from committing any of the following acts during the pendency of this action:

1. Permanently removing, or causing to be removed any child born to or adopted by the parties if any, including any child born to the parties prior to the marriage from the Court's jurisdiction.
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.
3. Incurring debt in the name of the other spouse except for necessary food, housing, utilities, medical care, and necessary transportation.
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 or any deposits therein and the personal property of each without the prior written consent of both parties or the Court. Excluded from this paragraph are expenditures made for the current necessary living costs of the parties or their children and expenditures from any business account made for current, ordinary and necessary business purposes, and any expenditure required to be made pursuant to this order.

Appendix E-page two

5. Voluntarily changing the term, beneficiary, terminating coverage of, cashing in, borrowing against, encumbering, transferring, canceling or failure to renew any type of insurance, including health, automobile, life, home, liability, disability, or fire insurance that provides coverage for a party or child born to or adopted by the parties.
6. Voluntarily liquidating, cashing in, changing the beneficiary, terms, or conditions of any retirement or pension plan or program that provides any benefit to a spouse or a child born or adopted by the parties and/or of either or both parties.
7. Voluntarily interrupting or terminating any utility service to the marital residence without prior written consent of the other spouse or the Court.
8. Filing any income tax return and claiming a child born to or adopted by the parties without the prior written consent of both parties or the approval of the court.

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

Judge/Magistrate

Appendix F

MANDATORY LANGUAGE FOR CHILD SUPPORT ORDERS

Whereupon the Court, after hearing the statements of the parties, makes the following FINDINGS and ORDERS:

1. That private health insurance coverage is accessible and reasonable in cost through a group policy, contract, or plan available to Mother, Father, or Both.

OR

1. That private health insurance coverage for the child(ren) is not available at a reasonable cost through a group policy, contract, or plan offered by either parent.

2. That after a review of the Child Support Schedule (ORC 3119.01 et seq.), the Worksheet (attached), and the other evidence, the Court finds that it is in the child's best interest that _____ pay support as follows:

	Private Health Insurance IS provided	Private Health Insurance IS NOT provided
Current Support		
Support arrearage payment		
Cash medical support	-0-	
Processing Charge		
Total		

Appendix F-page two

Because Private Health Insurance is provided, your total monthly child support is the amount shown in the "Private Health Insurance IS Provided" column above. This order is effective _____. This amount will continue for all months that private health insurance is provided. When private health insurance is no longer provided, the total monthly child support payment will be the amount shown in the "Private Health Insurance IS NOT Provided" column above.

OR

Because Private Health Insurance IS NOT Provided at this time, your total monthly child support is the amount shown in the "Private Health Insurance IS NOT Provided" column above. This order is effective _____. This amount will continue for all months that private health insurance is NOT provided. If and when private health insurance IS provided by the parent who is ordered to provide it, the total monthly child support will be the amount shown in the "Private Health Insurance IS Provided" column above.

3. **Cash medical support:** The Cash Medical Support Order becomes effective on the first day of the month immediately following the month in which private health insurance coverage that had been in effect for the child(ren) becomes unavailable or terminates. The Obligation to pay the Cash Medical Support Order shall cease on the last day of the month immediately preceding the month in which private health insurance coverage beings or resumes.

4. That the tax exemption be allocated as follows:

5. That _____ shall pay all the court costs of this action.

Appendix F-page three

Health Insurance

Because private health insurance is accessible and reasonable, in accordance with ORC section 3119.39, it is hereby ORDERED that no later than thirty (30) days after the issuance of this

support order, mother/father/both parents shall obtain and maintain private health insurance for the child(ren) named above and shall hereafter be referred to as the Health Insurance Obligor.

OR

Because private health insurance is not accessible and/or not reasonable in cost, in accordance with paragraph (C) of ORC section 3119.30, it is further ORDERED that the Parent Ordered to pay Child Support shall also pay cash medical support during the period in which the child(ren) named above are not covered by private health insurance and a health insurance obligor has not been identified.

If health insurance coverage for the parties' minor child(ren) is not presently available at a reasonable cost through a group policy, contract, or plan offered by either party's employer or through any other group policy, contract, or plan available to either party, and if health insurance coverage for the parties' minor child(ren) becomes available later at a reasonable cost, the person to whom coverage becomes available shall obtain health insurance and immediately inform the CSEA, in writing, within thirty (30) days.

If the CSEA determines that the private health insurance coverage is accessible and reasonable in cost, the CSEA shall notify both parties that the person to whom the coverage is available is now the Health Insurance Obligor and is ordered to obtain and maintain private

Appendix F-page four

health insurance for the child(ren) named above and to meet the requirements identified under “Notice to the Health Insurance Obligor” without an additional order or hearing.

Responsibility for uncovered health care expenses

IF Health Insurance **is** Provided: The Parent Ordered to Receive Child Supports shall pay the first \$100.00 per calendar year, per child of uninsured medical, dental, orthodontic, optical, pharmaceutical, psychological, or psychiatric expenses including deductible and/or co-payments under the health insurance plan for the child. Cost of uninsured medical, dental, orthodontic, optical, psychological, or psychiatric expenses, including deductibles and/or co-payments under the health insurance plan for the child(ren) exceeding \$100.00 per year, shall be paid _____% by the Parent Ordered to Receive Child Support and _____% by the Parent Ordered to Pay Child Support.

OR

IF Health Insurance is **NOT** Provided: The Parent Ordered to Receive Child Support shall pay the first \$100.00 per calendar year, per child of uninsured medical, dental, orthodontic, optical, pharmaceutical, psychological, or psychiatric expenses including deductible and/or co-payments under the health insurance plan for the child. The Parent Ordered to Pay Child Support shall then receive credit for Cash Medical Support paid or payable during the preceding 12 months. Any remaining uninsured expenses shall be paid _____% by the Parent Ordered to Receive Child Support and _____% by the Parent Ordered to Pay Child Support.

Appendix F-page five

Reasonable Cost Deviations

Despite exceeding reasonable cost of 5% of gross income, both parties have agreed that the mother/father/both parties shall obtain or maintain private health insurance for the child(ren) instead of paying monthly cash medical support.

OR

Despite exceeding reasonable cost of 5% of gross income, the mother/father has requested to obtain or maintain private health insurance for the child(ren) instead of paying monthly cash medical support.

OR

Despite exceeding reasonable cost of 5% of gross income, the Court has determined that it is in the best interests of the child(ren) and that the cost of providing private health insurance coverage will not impose an undue financial burden on the parent(s), and therefore, orders mother/father/both parents to obtain and maintain private health insurance.

Child Support Notifications

All Child support and spousal support payments together with 2% processing fee are to be made through the Ohio Child Support Payment Central, P.O. Box 182394, Columbus, Ohio 43218. **ANY PAYMENTS NOT MADE THROUGH THE CSEA SHALL BE DEEMED GIFTS.**

Personal payments shall be made to Ohio Child Support Payment Central, P.O. Box 182372, Columbus, Ohio 43218 at any time the obligor's employer fails to withhold the child support, for whatever reason.

Appendix F-page six

Both parties shall immediately notify the Highland County CSEA of any reason for which this support order should be terminated.

All 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 order issued in accordance with Chapters 3119., 3121., 3123., and 3125. of the Revised Code or a withdrawal directive issued pursuant to sections 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.

If child support arrearages are determined by the Court or the Child Support Enforcement Agency, repayment shall be at the rate of twenty percent (20%) of the current order, plus two percent (2%) processing charge, absent any Court ruling as to a different repayment schedule for the arrearage.

Regardless of the frequency or amount of support payments to be made under the order, the child support enforcement agency shall administer it on a monthly basis, in accordance with sections 3121.51 to 3121.54 of the Revised Code. The required monthly administration by the agency does not affect the frequency or the amount of the support payments to be made under the order if they are made on other than on a monthly basis. Each withholding notice shall be for the current child support, current cash medical support, any arrearage payment required under the court order and processing charges.

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 MOBILE (CELL) PHONE NUMBER, 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 OR AGENCY, WHICHEVER ISSUED THE SUPPORT ORDER. 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 ANY SUPPORT ORDER ISSUED BY A COURT AND YOU WILLFULLY FAIL TO GIVE THE REQUIRED NOTICES, YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE SUBJECTED TO FINES UP TO \$1000.00 AND IMPRISONMENT FOR NOT MORE THAN 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, DRIVER'S LICENSE, OR RECREATIONAL LICENSE; WITHHOLDING FROM YOUR 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.

Health Insurance and Medical Support Notifications

The person required to provide health insurance coverage shall designate the parties' minor children as covered dependents under any health insurance plan, policy, contract, or plan for which that party contracts, no later than thirty (30) days after issuance of this order. Written verification of compliance with this order must be provided to the Highland County CSEA, 1575 N. High St., Suite 100, Hillsboro, OH 45133 immediately, but no later than thirty (30) business days after complying with this order.

The requirement to obtain health insurance for the parties' minor children under this order cannot be fulfilled through enrollment in the Medicaid system and such enrollment may require the Highland County CSEA to take action to modify your child support and/or health insurance orders.

The person required to provide health insurance coverage shall provide the other party with all information regarding the benefits, limitations, and exclusions of the coverage, copies of any necessary insurance forms necessary to receive reimbursement, payment, or other benefits under the coverage and a copy of any necessary insurance cards, not later than thirty (30) days after the issuance of this order.

The individual who is to be reimbursed for out-of-pocket medical, optical, hospital, dental, or prescription expenses paid for the parties' minor child(ren) is the person who incurred the expense. Absent unusual circumstances, or court order to the contrary, request for reimbursement of health care expenses should be made within thirty (30) days of the date when payment is made or due. Reimbursement should be made within thirty (30) days of the request.

Nothing contained in this order prevents the health plan administrator that provides the health insurance coverage for the child(ren) from continuing to make payment for medical,

Appendix F-page nine

optical, hospital, dental, or prescription services directly to any health care provider in accordance with the applicable health insurance policy, contract, or plan. Pursuant to O.R.C. Section 3119.56 an obligor or obligee who fails to comply with a child support order issued in accordance with section 3119.30 of the Revised Code is liable to the other for any medical expenses incurred as a result of the failure to comply with the order.

Upon written request, an employer or any person required to obtain health insurance coverage is required to release to the other parent, any person subject to an order issued under section 3109.19 of the Revised Code, or the Child Support Enforcement Agency, any necessary information on the health insurance coverage, including the name and address of the health plan administrator and any policy, contract, or plan number, and to otherwise comply with section 3119.32 of the Revised Code and any order or notice issued under this section.

If the person required to obtain health care insurance coverage for the child(ren) subject to this child support order obtains new employment, the agency shall comply with the requirements of section 3119.34 of the Revised Code, which may result in the issuance of a notice requiring the new employer to take whatever action is necessary to enroll the parties' children in health care insurance coverage provided by the new employer.

Appendix G

**STANDARD PARENTING SCHEDULE
COMMON PLEAS COURT
HIGHLAND COUNTY, OHIO**

Liberal parenting is encouraged between both parents and their child(ren). Parents who are unable to agree on a parenting schedule shall follow the schedule and general provisions set forth below. The residential parent shall enjoy parenting time with the minor child(ren) at all times unless stated below:

1. INFANTS NEWBORN UNTIL ONE YEAR:

If the minor child is at least two months of age and has an older sibling at least one year old, parenting shall be pursuant to the appropriate schedule for the older child. Otherwise, the non-residential parent shall enjoy parenting time with the minor child(ren) outside of the home of the residential parent as follows:

- a. Every Wednesday: from 6:00 p.m. until 8:00 p.m.
- b. Every Sunday: from 10:00 p.m. until 6:00 p.m.
- c. Mother's Day: (if non-residential parent is the mother) or Father's Day (if the non-residential parent is the father) from 10:00 p.m. to 6:00 p.m.
- d. Thanksgiving: from 3:00 p.m. until 6:00 p.m.
- e. Christmas Day: from 2:00 p.m. until 8:00 p.m.
- f. Summer: non-residential parent and the residential parent shall each be entitled to one full week of uninterrupted parenting time. The non-residential parent shall notify the residential parent, in writing, of the time that is desired for this extended summer parenting time as soon as the dates are known to the non-residential parent. It is not mandatory that the non-residential parent be off work to have this extended parenting time; however, the non-residential parent does not have to be off work during this period but shall be residing in the home daily and not out of town unless with the children. However, the non-residential parent must give at least thirty (30) days written notice prior to said parenting time. If the residential parent desires a certain week of summer parenting time, the residential parent must give at least thirty (30) days written notice to the non-residential parent. The first party to request a certain week shall be given preference.

2. ONE YEAR AND OLDER:

The non-residential parent shall enjoy parenting time with the minor child(ren)

Appendix G-page two

pursuant to Option 1 or 2 of this schedule which shall be designated by the non-residential parent and adopted by court order. If an Option has not been selected by the non-residential parent or is otherwise not designated herein, Option One shall apply.) Moreover, if the parties have an infant at least two months old and an older sibling one year or older, the children shall have parenting time with the non-residential parent pursuant to the appropriate schedule of the older child.

OPTION ONE:

The non-residential parent shall enjoy parenting time with the minor child(ren) as follows:

- a. Every other weekend: from Friday at 6:00 p.m. until Sunday at 6:00 p.m.
- b. Every Wednesday: evening from 5:00 until 8:00 p.m. The non-residential parent shall assist the child(ren) with homework if any.
- c. Summer: non-residential parent shall be entitled to summer parenting time as follows: children ages one year through three years, the non-residential parent shall enjoy two weeks of parenting time; children ages four through eighteen years of age, the non-residential parent shall enjoy four weeks of summer parenting time. Consecutive parenting time shall not exceed two weeks in duration. The residential parent shall still parent the child(ren) every other weekend and shall be entitled to Wednesday evenings from 5:00 p.m. until 8:00 p.m. unless the non-residential parent is on vacation and away from home during this time period. The residential parent shall be entitled to keep the child(ren) for a period of up to two weeks beginning at age two so long as the residential parent is away from home during this time. Summer parenting time shall be exercised during the summer months when the child(ren) is/are out of school. The non-residential parent does not have to be off work during this period but shall be residing in the home daily and not out of town unless with the children.

The non-residential parent shall notify the residential parent, in writing, of the time that is desired for this extended summer parenting time as soon as the dates are known to the non-residential parent. However, the non-residential parent must give at least thirty (30) days written notice prior to said parenting time. If the residential parent desires a certain week(s) summer parenting time, the residential parent must give at least thirty (30) days written notice to the non-residential parent. The first party to request a certain date shall be given preference.

Appendix G-page three

OPTION TWO:

The non-residential parent shall enjoy parenting time with the minor child(ren) as follows:

- a. Every other weekend: from Friday at 6:00 p.m. until Monday at 6:00 p.m. or if the child(ren) are school age and school is in session parenting time shall end at the start of the school day on Monday.
- b. Every Wednesday: evening from 5:00 until 8:00 p.m. The non-residential parent shall assist the child(ren) with homework if any.
- c. Summer: non-residential parent shall be entitled to summer parenting time as follows: children ages one through three, the non-residential parent shall enjoy two weeks of summer parenting time; children ages four through eighteen years of age, the non-residential parent shall enjoy six weeks summer parenting time. Consecutive parenting time shall not exceed three weeks in duration. The residential parent shall still parent the child(ren) every other weekend from Friday at until Monday as stated in paragraph (a), and shall be entitled to Wednesday evenings from 5:00 p.m. until 8:00 p.m. unless the non-residential parent is on vacation and away from home during this time period. The residential parent shall be entitled to keep the child(ren) for a period of up to two weeks beginning at age two so long as the residential parent is away from home during this time. Summer parenting time shall be exercised during the summer months when the child(ren) is/are out of school; however, the non-residential parent does not have to be off work.

The non-residential parent shall notify the residential parent, in writing, of the time that is desired for this extended summer parenting time as soon as the dates are known to the non-residential parent. However, the non-residential parent must give at least thirty (30) days written notice prior to said time. If the residential parent desires a certain week(s) summer parenting time, the residential parent must give at least thirty (30) days written notice to the non-residential parent. The first party to request a certain date shall be given preference.

3. Holiday and Special Day parenting time for children ages one and Older:

Child(ren)'s Birthday –If the child(ren)'s birthday falls on the residential parent's parenting time, then the non-residential parent shall celebrate the child(ren)'s birthday with the child(ren) from 5:00 until 8:00 the evening before the child(ren)'s birthday. If the child(ren)'s birthday falls on the non-residential parent's parenting time, then the residential parent shall celebrate the child(ren)'s birthday with the child(ren) from 5:00 until 8:00 the evening before the child(ren)'s birthday.

Appendix G-page four

ODD NUMBERED YEARS

RESIDENTIAL PARENT

NON-RESIDENTIAL PARENT

Easter

From Friday before Easter at 6:00 p.m. until Easter Sunday at 6:00 p.m.

President's Day

From Friday before the holiday at 6:00 p.m. until Monday at 6:00 p.m. unless the child has school on that day then the parenting time ends upon commencement of the school day.

Mother's Day/Father's Day

Mother shall have parenting time on Mother's Day from 9:00 a.m. until 6:00 p.m. and Father shall have parenting time on Father's Day from 9:00 a.m. until 6:00 p.m.

Mother's Day/Father's Day

Mother shall have parenting time on Mother's Day from 9:00 a.m. until 6:00 p.m. and Father shall have parenting time on Father's Day from 9:00 a.m. until 6:00 p.m.

July 4th

From 9:00 a.m. until 10:30 p.m.

Memorial Day

From Friday before the holiday at 6:00 p.m. until Monday at 6:00 p.m.

Halloween

On Beggar's night from 5:00 p.m. until 9:00 p.m.

Labor Day

From Friday before the holiday at 6:00 p.m. until Monday at 6:00 p.m.

Thanksgiving

From Wednesday prior to Thanksgiving at 6:00 p.m. until Sunday after Thanksgiving at 6:00 p.m.

Christmas

From December 24th at 9:00 p.m. until January 1st at 6:00 p.m.

Christmas

From December 20th (or if the Child(ren) is/are school age, then the last day of school before Christmas) at 6:00 p.m. until December 24th at 9:00 p.m.

EVEN NUMBERED YEARS

In the Even numbered years the above holiday/special day scheduled shall be alternated so that the residential parent shall exercise parenting time on President's Day,

Appendix G-page five

Mother's Day/Father's Day, Memorial Day, Labor Day, and Christmas the same as the non-residential parent did in odd years and the non-residential parent shall receive Easter, Mother's Day/Father's Day, July 4th, Halloween, Thanksgiving, and Christmas the same as the residential parent did in even years.

4. GENERAL PROVISIONS:

A. Transportation: The parent receiving the child(ren) shall provide transportation unless the other parent has moved more than thirty miles from the other parent. The transporting parent for parenting time shall have a grace period of fifteen (15) minutes for pick-up if both parties live within thirty (30) miles from each other. If one way traveling distance is in excess of thirty (30) miles, the grace period shall be thirty (30) minutes. A non-residential parent that is more than thirty (30) minutes late forfeits that parenting time. If a car seat is required, the non-residential parent must provide their own car seat. A responsible, licensed adult known to both parents may provide transportation if the parent is unavailable.

B. Extracurricular Activities: Regardless of where the child(ren) are, their continued participation in extracurricular activities shall continue uninterrupted. It shall be the responsibility of the parent with whom they are staying at the time of the activity to provide the transportation to these activities. The residential parent shall provide the non-residential parent with notice of all activities in which the child(ren) participate including all schedules.

C. Clothing for Parenting time: The residential parent is responsible for providing sufficient appropriate clean clothing for all parenting time with the non-residential parent. All clothing sent by the residential parent must be returned with the children to the residential parent's home.

D. Conflicting Schedules: In the event of a conflict in parenting time as stated above, the following is the order of preference: (1) holidays, (2) extended periods, (3) weekends, and (4) midweek days.

Therefore, one parent cannot schedule their extended summer parenting time to include July 4th if July 4th is the other parent's holiday that year. Further, the residential parent may be entitled to have the child(ren) on Easter even though it falls on the non-residential parent's weekend. In this case, the non-residential parent would not receive their normal weekend parenting time.

E. Illness of the child: If a child is too ill to visit with the non-residential parent, the residential parent shall provide the non-residential parent with a doctor's excuse stating that the child is too ill for visitation. Moreover, this parenting time shall be made up on the weekend following the illness.

F. Miscellaneous Guidelines for Parents: The following guidelines apply to all orders allocating parental rights:

1. The residential parent shall give the non-residential parent's name, address, home and work telephone numbers to the administration and teachers of the school that the children attend, coaches of sports teams, medical providers and the adult supervisors of other extracurricular

Appendix G-page six

activities.

2. The residential parent shall immediately provide copies of notices of any activities of the children to the non-residential parent if that parent is not receiving them immediately upon receipt by the residential parent. This includes without limitation parent-teacher meetings, meetings of school or other clubs, sports schedules, school programs and other extracurricular activities.
3. The residential parent shall provide copies of the grade reports of the children to the non-residential parent immediately upon receipt by the residential parent unless copies are being sent to the non-residential parent by the school.
4. The residential parent shall whenever possible, arrange appointments for parent-teacher meetings, other school meetings and medical examinations or treatments at a time that the non-residential parent may attend. Both parents should attend all such meetings when possible.
5. The residential parent shall promptly inform the non-residential parent of any illness, injury or condition of the children that requires medical treatment. Elective surgery for a child should not be performed until the residential parent consults with the non-residential parent. Emergency surgery or treatment necessary to preserve the life or prevent further harm to a child may be done without consultation when time does not permit consultation with the non-residential parent. If the parents do not agree, the residential parent has the authority to consent to any examinations, tests, treatment, surgery or other procedures.
6. The residential parent shall encourage frequent communication between the children and the non-residential parent and shall not impede or restrict reasonable communication by telephone or email. Such communications should be confidential between the children and the non-residential parent and not monitored or read by the residential parent unless the children voluntarily permit it. This applies to the non-residential parent when the children are with them.
7. Both parents shall refrain from criticizing the other in the presence of their children.

IN THE COURT OF COMMON PLEAS OF HIGHLANDCOUNTY, OHIO

CLASSIFICATION FORM

CASE NAME: _____

CASE NO. _____

PLEASE CHECK THE CORRECT CLASSIFICATION FOR THIS CASE

CIVIL

- Professional Tort ----- A
- Product Liability----- B
- Other Torts----- C
- Workers Compensation---- D
- Foreclosure----- E
- Administrative Appeal---- F
- Complex Litigation----- G
- Other Civil----- H

DOMESTIC RELATIONS

- Termination of Marriage, with children----- A
- Termination of Marriage, no children----- B
- Dissolution of Marriage, with children----- C
- Dissolution of Marriage, no children----- D
- Change of Custody----- E
- Visitation Enforcement/Modification----- F
- Support Enforcement/Modification----- G
- Domestic Violence----- H
- U.I.F.S.A.----- I
- Parentage----- J
- All ----- K

PLEASE PRINT OR TYPE THE INFORMATION REQUESTED BELOW

DATE: _____ TRIAL ATTORNEY: _____

Ohio Supreme Court Registration No.: _____

Address: _____

Telephone: _____

Fax Number: _____

Email Address _____