RULES OF COURT

COMMON PLEAS COURT, SHELBY COUNTY, OHIO

DOMESTIC RELATIONS DIVISION

EFFECTIVE JANUARY 1, 2015

JAMES F. STEVENSON, JUDGE

TABLE OF CONTENTS

		Page #
Rule One:	Implementation	3
Rule Two:	Deposits to Secure Costs	3
Rule Three:	Facsimile Filings	3
Rule Four:	Form of Filings and Number of Copies	3
Rule Five:	DR Forms	4
Rule Six:	Domestic Relations Case Management	5
Rule Seven:	Ex-Parte Communications with the Court	6
Rule Eight:	Continuances	7
Rule Nine:	Ex-Parte Orders	7
Rule Ten:	Preparation and Filing of Orders/Entries	8
Rule Eleven:	Required Language for Support Orders	9
Rule Twelve:	Service of Process Where the Serving Party is Indigent and the Other Party's Address is Unknown	13
Rule Thirteen:	Parenting Seminar	13
Rule Fourteen:	Mediation	14
Rule Fifteen:	Guardian Ad Litems	16
Rule Sixteen:	Required Language for Health and Medical Insurance Orders	17
Rule Seventeen:	Medical Expense Defined/Court Formula Uninsured Health Expenses	20
Rule Eighteen:	Identifier/Sensitive Information Worksheet	20
Rule Nineteen:	Recording of Proceedings – Records Request	21
Rule Twenty:	Reserved	21
Rule Twenty-One:	Reserved	21
Rule Twenty-Two:	Guidelines for Parenting Time	21

RULE ONE

Implementation

A. These rules are effective as of January 1, 2015.

B. The rules of Court for the General Division not inapplicable to or inconsistent with these rules shall also apply to the Domestic Relations Division.

C. Each rule may be cited as "Local DR Rule _____".

RULE TWO

Deposits to Secure Costs

A. No domestic relation proceeding shall be accepted for filing by the Clerk without a deposit to secure the payment of costs. See General Division Local Rule 3 for a listing of costs.

B. When a party files an Affidavit or Inability to Pay or Secure Costs as provided by Section 232.31, the Clerk shall file such Complaint upon approval by the Court without deposit or security. An attorney for the party filing such Affidavit shall certify that no monies have been paid to the attorney by the party and that to his or her best knowledge and belief, the party is unable to make the deposit.

RULE THREE

Facsimile Filings

The filings of pleadings and other papers may be made by electronic means pursuant to General Division Local Rule 4.

RULE FOUR

Form of Filings and Number of Copies

A. To facilitate scanning for electronic recording, the original of all pleadings and other documents shall be submitted to the clerk unbound other than by a paper clip or other easily removable clipping device. Copies to be file stamped and returned should be bound by staple. All pleadings, motions, and other documents shall be single sided, legibly typewritten or printed on letter size (8-1/2" by 11") paper, with each sheet containing only one page of text. The Court shall be designated as: "Common Pleas Court, Shelby County,

Ohio, Domestic Relations Division." A blank space of at least three inches shall be left at the top of the right side of the first page on each filing for endorsement by the Clerk. Initial filings and final decrees shall state the name, mailing and residence address, and date of birth of each of the parties to the proceeding. Other pleadings shall state in their captions only the names of the parties unless corrective information is warranted. All pleadings shall identify there nature, i.e. "Complaint for Divorce".

B. An original and four (4) copies of all filings shall be filed with the Clerk.

All pleadings that are not signed or otherwise approved by an attorney, shall be submitted to the Court's compliance officer before they will be accepted for filing in the Clerk's Office.

RULE FIVE

DR Forms

A. Each party shall file with his or her first pleading the applicable forms as identified or specified in the appendix. (See Appendix for all forms).

B. Final decrees or support orders shall be accompanied by DR-7, Obligee's Rights and Remedies for Enforcement of Support, (see Appendix). Form DR-7 must be physically attached to the final decree or support order.

C. In order to promote uniformity on DR Forms, the following will apply:

1 Figures should be recorded to nearest dollar; decimals and pennies are not necessary.

2 Weekly figures shall be converted to monthly amounts by multiplying by 52 and dividing the result by 12; Bi-weekly figures shall be converted to monthly amounts by multiplying by 26 and dividing the result by 12; Semi-monthly figures shall be converted to monthly amounts by multiplying by 24 and dividing the results by 12; Quarterly figures shall be converted to monthly amounts by multiplying by 4 and dividing the result by 12; Semi-annual figures shall be converted to monthly amounts by multiplying by 2 and dividing the result by 12; Annual figures shall be converted to monthly amounts by dividing by 12.

3 The monthly expense of promissory notes due on a specific date shall be computed by dividing the amount to be paid by the number of months remaining until payment is due.

4 Seasonal expenses shall be adjusted to monthly amounts.

RULE SIX

Domestic Relations Case Management

A. Scheduling of events in Dissolution proceedings and Post-Decree Motions

1. Dissolution actions not involving minor children shall be assigned for Final Hearing upon filing.

2. Dissolution actions involving minor children shall be held for Final Hearing upon completion by the parties of the mandatory parenting seminar. (See Rule 13)

3. Motions for Modification of Parental Rights and Obligations shall be assigned for a Scheduling Conference upon filing.

4. All other Post-Decree Motions shall be assigned for hearing upon filing.

B. Scheduling of events in Divorce, Legal Separation and Other New Actions

The scheduling of events begins when the action is filed. Thereafter, service of summons shall be checked by the Court staff 21 days after the action is filed.

1. If there is no return of service, the case will be diaried forward fourteen days by the Court staff to recheck for service and will be rechecked every 14 days thereafter until a return is filed.

2. If service of summons is incomplete:

   a. Notice shall be served on Plaintiff's attorney directing that unless service is obtained, the case will be dismissed; and

   b. Fourteen days after this notice is served, the action shall be dismissed if no effort has been made to obtain service;

3. If service of summons is complete, the case shall be diaried forward 28 days from the date of service when the following shall take place:

a. If all party Defendants have filed an Answer, the Assignment Commissioner shall assign the matter for Scheduling Conference as set forth in Part C hereof.

b. If no Answer has been filed, then the Assignment Commissioner shall set the case for an uncontested Final Hearing.

c. If an extension to plead has been filed and granted, then the case will be diaried forward 28 days from the date the Motion was granted and recycled through steps 4 a or b above.

C. Scheduling Conference

Counsel must be present and all parties must be present or available. The attorneys and unrepresented parties shall be prepared to identify issues and plan a timetable for Settlement Conference, Pretrial and Final Hearing dates.

D. Settlement Conference

Counsel must be present and all parties shall be present or available. Each party shall exchange a settlement statement to resolve all matters concerning division or property, allocation of debts, spousal support, allocation or parental rights and responsibilities, child support, parenting time of the minor children, and any other issue in dispute, at least ten (10) days prior to the settlement conference, to be served on opposing counsel or the party. Such settlement statement shall contain an itemized list of debts and property. The list of debts shall include the nature and amount of each obligation, each obligor and obligee, and the amount and number of installment payments due. The list of property shall include an itemized list of all assets owned by either party. It shall indicate the value of each item and whether or not the item is considered separate or marital property. If the parties have the property appraised, a copy of any appraisal intended to be used at trial shall be filed with said proposal. Copies of said settlement statement and appraisals need not be filed with the Clerk, but shall be delivered to the Assignment Commissioner for the Magistrate's use. The Court shall exclude any and all evidence offered by any party who fails to submit such statement, absent good cause shown.

RULE SEVEN

Ex-Parte Communications with the Court

Copies of all correspondence addressed to the Court by any party or counsel shall be mailed or furnished to other counsel or unrepresented parties in the case, and the correspondence to the Court shall disclose to whom it was furnished. The court will disregard correspondence not in

compliance with this Rule.

RULE EIGHT

Continuances

A. A continuance may be granted only upon full compliance with Rule 56 of the Rules of Superintendence for Courts of Common Pleas. If the request is granted, the applicant shall prepare an order which shall contain the reason for the continuance, the name of the attorney who made the request and the new date to which the matter has been continued, which date shall be first obtained from the Assignment Commissioner.

B. No request for a continuance shall be made without first attempting to contact opposing counsel of record, and such request shall indicate whether such contact has been made, whether opposing counsel has agreed to such request, and whether the new date has been determined to be satisfactory to both counsel.

C. Proposed orders continuing hearings assigned to the Magistrate shall be prepared for the Magistrate's signature; proposed orders for continuance of a hearing before the Court shall be prepared for signature by the Judge.

RULE NINE

Ex-Parte Orders

A. Restraining Orders to Vacate Marital Residence

Orders restraining a party from residing in the family home may be approved only upon the filing of a Motion accompanied by an Affidavit alleging the specific dates and facts when physical and/or threatened physical abuse took place to warrant a Restraining order. A "bare bones" or "conclusive" Affidavit will not suffice.

B. Allocation of Parental Rights and Responsibilities Orders

Orders granting temporary allocation of parental rights and responsibilities may be approved only upon the filing of a Motion accompanied by an Affidavit showing which party has physical possession of the child or children, the length of time the party has had such possession, facts showing how such possession was obtained and a reason why the granting of sole residential parent status to the requesting party is in the best interest of the child or children.

C. Support Orders

Orders granting temporary support may be approved upon the filing of a Motion accompanied by a completed Ohio Revised Code 3119.022 or 3119.023 "Worksheet" signed by the party requesting temporary support, which worksheet shall set forth the current "best estimate" income of both the Obligor and Obligee. If the Obligor is employed, a temporary order shall accompany the Motion setting forth the calculated amount of support and contain the required language for employer withholding orders as set forth in Rule 11. A IV-D application should be filed with the order, or a reason should be given as to why no application is provided.

D. Spousal Support Orders

No spousal support orders will be granted without a hearing.

E. Required Language

All ex-parte orders shall contain the language required by Civil Rule 75.

F. Authority to Grant

Ex-parte orders may be granted either by the Judge or the Magistrate.

RULE TEN

Preparation and Filing of Orders/Entries

A. Litigated Judgment Entries

1. Unless the Court otherwise directs, counsel for the prevailing party shall within seven (7) days of decision thereon prepare the proper judgment entry and submit it to opposing counsel, who shall approved or reject the same within seven (7) days after receipt. When approved, it shall be endorsed and furnished to the Magistrate and Trial judge for approval and signature.

2. If counsel are unable to agree upon an entry or if counsel to whom the entry has been submitted fails to return such entry, prevailing counsel shall prepare a duplicate entry and submit the same to the Court with the notation that it has been submitted to opposing counsel pursuant to this rule. Opposing counsel's failure to return such entry or an alternative entry to the prevailing counsel shall be deemed approval of prevailing party's entry.

3. If no entry is prepared and presented for filing with the Court within fifteen

(15) days after the date decision thereon, a notice shall be sent to the parties and their attorneys that the case may be dismissed unless such entry is filed within an additional fifteen (15) days. Thereafter, if the entry is not forthcoming, the Court may either prepare its own entry or dismiss the matter without prejudice, assessing the costs as it deems appropriate.

B. Agreed Settlement/Dismissal Entries

Counsel shall within seven (7) days of an agreement, prepare the proper order of dismissal or judgment entry and submit it to opposing counsel who shall approve or reject the same within seven (7) days after receipt. When approved, it shall be endorsed and furnished to the Magistrate and Trial Judge for approval and signature. If counsel fails to properly submit an order of dismissal or judgment entry within fifteen (15) days after representation to the Court that the case has been settled, a notice shall be sent to the parties and their attorneys that the case may be dismissed unless such entry is filed within an additional fifteen (15) days. Thereafter, if the entry is not forthcoming, the Court may either prepare its own entry or dismiss the matter without prejudice, assessing the cost as it deems appropriate.

C. Consent Entries

Parties by mutual consent may modify prior orders by consent entry accompanied by appropriate forms, without the necessity of motion and hearing, subject to the review and approval of the Magistrate and Judge.

D. Approval by Magistrate

All entries containing matters heard before the Magistrate, shall contain a separate line for approval by the magistrate.

E. Vehicle Identification Number

All divorce decrees, decrees of dissolution or other order transferring title of motor vehicles shall include a description of the vehicle including the Vehicle Identification Number (VIN).

RULE ELEVEN

Required Language for Support Orders

A. It is the responsibility of counsel to include, in addition to language mandated by statute, the appropriate language as indicated below in all Orders involving spousal or child support or cash medical support. Child support Orders shall state whether or not private health insurance is

currently being provided. An Order stating that there is no arrearage will not be approved if there is anything due the Department of Job and Family Services. Arrearages or credits from temporary orders due to Obligees other than the Department of Job and Family Services, will be eliminated upon the filing of the final Order unless specifically preserved in the final Order. Incorporating language by reference to separation agreements will not be accepted.

B. Support Order Language

"IT IS THEREFORE ORDERED that Obligor shall pay for support when private health insurance is being provided, the sum of $_____ per month plus the administrative fee of two percent (2%) for a total of $_____ per month, commencing [month, day, year], as reflected in the attached Child Support Worksheet, to be discharged in equal amounts according to the pay schedule of the Obligor. These payments must be made through the Ohio Child Payment Central, P.O. Box 182394, Columbus, Ohio 43218-2394 and Obligor shall make said payments by cash, certified check or money order until such time as said amounts are withheld by a withholding order.

"IT IS THEREFORE ORDERED that Obligor shall pay for support when private health insurance is not being provided, the sum of $_____ per month plus the administrative fee of two percent (2%) for a total of $_____ per month, plus $_____ cash medical support with an administrative fee of two percent (2%), for a total monthly obligation of $_____ per month, commencing [month, day, year], as reflected in the attached Child Support Worksheet, to be discharged in equal amounts according to the pay schedule of the Obligor. These payments must be made through the Ohio Child Payment Central, P.O. Box 182394, Columbus, Ohio 43218-2394 and Obligor shall make said payments by cash, certified check or money order until such time as said amounts are withheld by a withholding order.

The Court issues the following general Orders:

Obligor is restrained from making support payments directly to Obligee and Obligee is enjoined from accepting such payments directly from Obligor. Any support payments not made through the Child Support Enforcement Agency shall be deemed a gift from one party to the other.

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, UNTIL FURTHER ORDER OF THIS COURT. IF YOU ARE THE OBLIGOR UNDER A CHILD SUPPORT ORDER AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY BE FINED UP TO $50.00 FOR A FIRST OFFENSE, $100.00 FOR A SECOND OFFENSE, AND $500.00 FOR EACH SUBSEQUENT OFFENSE. IF YOU ARE AN OBLIGOR OR OBLIGEE UNDER ANY SUPPORT ORDER AND YOU WILLFULLY FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY BE FOUND IN CONTEMPT OF COURT AND BE

SUBJECTED TO FINES UP TO $1,000.00 AND IMPRISONMENT FOR NOT MORE THAN NINETY (90) DAYS.

IF YOU ARE AN OBLIGOR AND YOU FAIL TO MAKE THE REQUIRED NOTIFICATIONS, YOU MAY NOT RECEIVE NOTICE OF THE FOLLOWING ENFORCEMENT ACTIONS AGAINST YOU: IMPOSITION OF LIENS AGAINST YOUR PROPERTY; LOSS OF YOUR PROFESSIONAL OR OCCUPATIONAL LICENSE, 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.

The parent who is the residential parent and legal custodian of a child for whom a support order is issued or the person who otherwise has custody of a child for whom a support order is issued shall immediately notify, and the Obligor under a support order may notify, the Child Support Enforcement Agency of any reason for which the support order should terminate, including, but not limited to the child's attainment of the age of majority, if the child no longer attends an accredited high school on a full-time basis and the support order does not provide for the duty of support to continue past the age of majority; the child's ceasing to attend such a high school on a full-time basis after attaining the age of majority, if the support order does not provide for the duty of support continue past the age of majority; or the death, marriage, emancipation, enlistment in the armed services, deportation, or change of legal or physical custody of the child. A willful failure to notify the Child Support Enforcement Agency as required by this division constitutes contempt of court. Upon receipt of a notice pursuant to this division, the agency immediately shall conduct an investigation to determine if any reason exists for which the support order should terminate. The agency may conduct such an investigation regardless of whether it received notice under this division. If the agency determines the order should terminate, it immediately shall notify the Court that issued the support order of the reason for which the support order should terminate.

Obligor will take notice that despite any payment toward any support and/or arrearage outlined herein, the Child Support Enforcement Agency and the Ohio Department of Job and Family Services are permitted to take all legal action necessary to intercept state and federal income tax refunds, and any other lump sum funds due the Obligor from any other source, until all arrearage and support obligations are paid in full.

All child support and spousal support under this order shall be withheld or deducted from the incomes or assets of the Obligor pursuant to a withholding or deduction notice or appropriate court order issued in accordance with Section 3121.02 of the Revised Code or a withdrawal directive issued pursuant to Section 3121.03 of the Revised code and shall be forwarded to the Obligee in accordance with Sections 3121.03 of the Revised Code.

EACH PARTY IS HEREBY NOTIFIED THAT A WILLFUL FAILURE TO

COMPLY WITH THE ABOVE GENERAL ORDERS OF THE COURT SHALL CONSTITUTE CONTEMPT OF COURT AND WILL BE PUNISHED AS PROVIDED BY LAW."

C. Withholding Order Language (Use as appropriate)

1. "Obligor is employed. An order to withhold shall issue to _____ [include address], Obligor's Income Provider. Obligor's Income Provider is hereby Ordered to deduct from Obligor's personal income an amount equal to the amount of child support ordered to be paid in this cause plus an amount required to reduce any child support arrearage each and every calendar month while Obligor receives income. Said Income Provider is hereby directed to forward said sum to the Ohio Child Support Payment Central, P.O. Box 182372, Columbus, Ohio 43218-2372, each month, and to comply with other provisions required by Ohio law for withholding, all as further specified on the separate support order to issue to such Income Provider. Said Income Provider may charge Obligor for its services according to law."

2. "Obligor is self-employed and has assets or income available for withholding. An order to withhold shall issue to _____ [include address]."

3. "Obligor is self-employed, has no assets or income available for withholding, but is able to post bond to guarantee payment of child support and/or spousal support. An order to post bond in the amount of $_____ [this may be up to $10,000.00] shall issue."

4. "Obligor is not employed, but has income or benefits as defined in Section 3121.01(D) of the Revised Code available for withholding. An order to withhold shall issue to a Payor as designated in section 3121.01(E) of the Revised Code." [include address]

5. "Obligor is not employed, but has funds in a financial institution. An order to withhold shall issue to _____ [include address]."

6. "Obligor is not employed and does not have funds or assets from which support can be paid or secured. An administrative "Seek Work" order shall issue from the Child Support Enforcement Agency to Obligor, and Obligor shall be further ordered to pay a minimum support amount pending support recalculation upon Obligor's obtaining full-time employment. Upon full-time employment, Obligor is Ordered to notify the Child Support Enforcement Agency of such employment within ten (10) days of Obligor's effective date of employment, and a withholding order shall issue at that time. Until a withholding order is in place, however, Obligor is Ordered to make said payments through the Ohio Child Support Payment Center, P.O. Box 182372, Columbus, Ohio 43218-2372. All payments shall be made by cash, certified check or money order."

D. Arrearage Language (Use as Appropriate)

1. "There is an arrearage of $_____ as of the date of the filing of this order [or as of a certain date]. The Obligor shall pay the current support amount of $_____ per month, and an additional $_____ per month on the arrearage, until the same is paid in full, plus two percent (2%) administrative fee."

2. "There is an arrearage of $_____ as of the date of the filing of this Order [or as of a certain date] due the Ohio Department of Jobs and Family Services. The Obligor shall pay the current support amount of $_____ per month and an additional $_____ per month on the arrearage, until the same is paid in full, plus two percent (2%) administrative fee."

3. "There is no arrearage as of the date of the filing of this Order."

4. Any future arrears are collected at the rate of twenty percent (20%) of the current order unless otherwise specified herein or otherwise ordered by the Court.

E. Cash Medical Support Order Language

Counsel shall comply with the mandatory statutory provision of R.C. Sections 3119.29 to 3119.56 when drafting cash medical support orders. Counsel may obtain copies of forms containing the required cash medical support language from the attorney of the Shelby County Department of Job and Family Services, Child Support Enforcement Division. Unrepresented parties may pick up copies of forms containing the required cash medical support order language from the Clerk of Courts or the Domestic Relations Court Assignment Commissioner. Unrepresented parties are hereby notified that cash medical support order language is mandatory in all cases where child support is to be addressed by the Court.

RULE TWELVE

Service of Process Where the Serving Party is Indigent and the Other Party's Address is Unknown

In a divorce, annulment, or legal separation action, where service of process is perfected in accordance with Ohio Rule of Civil Procedure Rule 4 (A)(2), the Clerk shall cause notices to be posted in conspicuous places in the Shelby County Courthouse, the Shelby County Department of Job and Family Services and the Sidney Municipal Court.

RULE THIRTEEN

Parenting Seminar

A. Mandatory Attendance

Both parents to a divorce, dissolution or legal separation action involving minor children will be required to attend a "parenting program" prior to Final Hearing in such action. The Court's Parenting Program, "Shield Your Child from Conflict," is offered at Catholic Social Services, 1201 Fairington Drive, Sidney, Ohio 45365. The office phone number is 937-498-4593. Those parties residing more than 60 miles from Sidney are given the Court's permission to substitute a local Court's parenting program in fulfillment of this requirement to participate in a parenting program. It is the party's responsibility to find and enroll in another Court's program if he or she elects not to attend this Court's parenting program.

B. Post-Decree Motions

The Court, upon finding such action to be appropriate, may also order parents seeking parental or custodial rights in post-decree relief matters, including rights of parenting time or modification or such rights, to attend this program, unless it determines that the parents seeking such relief have already attended such a program.

C. Contempt

A parent required by the terms of this rule or by Order of Court to attend the program described in this rule who fails without just cause to attend such program may be found in contempt of Court, or be denied parenting time privileges, or the final entry may not be filed.

D. Procedure

Parents required to attend the program shall register by telephone or in person with the Catholic Social Services, 1202 Fairington Drive, Sidney, Ohio 45365, 937-498-4593, Monday - Friday, 8:30 a.m. - 5:00 p.m. Catholic Social Services shall administer and collect the fees required to attend the program. Requests for waivers of fees shall be made directly to Catholic Social Services.

E. Duties of Counsel

Counsel for any parent in an action involving parenting shall ensure that such parent, and any other unrepresented parent, is informed of the requirements imposed by this rule.

RULE FOURTEEN

Mediation

A. Purpose

Mediation is a process available for parties to a lawsuit who are interested in resolving their disputes without a trial. It is designed to decrease judicial involvement and produce early, cost effective resolutions of pending cases through mediated agreements. The court utilizes mediation when it is apparent that both parties are interested in negotiating an agreement.

In mediation, an impartial third-party person (mediator) assists the disputing parties to generate options for reaching a mutually acceptable agreement. The mediator helps define areas of agreement and disagreement, clarifies the issues, and facilitates negotiations and communications between the parties until a mutually acceptable settlement of their differences is obtained, or until an impasse is evident. The mediator does not impose a settlement. During mediation private caucuses may be held between the mediator and each party in an attempt to bring disputes closer together.

B. Subject Mater of Mediation

If there is any disagreement regarding allocation of parental rights and responsibilities, or companionship and visitation, the parties may mediate their differences within a specific period of time. Matters of child support are not subject to mediation. Parties should discuss child support issues with their respective attorneys.

C. Participation

At the scheduling/pretrial conference the Court may order parties to participate in mediation for a period of time not to exceed 60 days.

If the Court directs the parties to mediation, then all parties are required to participate in mediation on a good faith basis.

Participants ordered to mediation that fail to attend will be required to show cause before the referring Judge or Magistrate as to why they should not be held in contempt for disobedience of the Court's order. If a party is found in contempt sanctions deemed appropriate by Judge or Magistrate will be issued. Failure of Plaintiff to appear in Civil Mediation may result in the complaint being dismissed. Failure of Defendant to appear in Civil Mediation may result in the Answer being stricken and judgment entered against Defendant.

D. Fees

The parties may agree among themselves how to apportion the cost of mediation and shall be paid by the parties pursuant to their fee agreement with the mediator. In the event they cannot agree, the Court shall apportion the cost of mediation.

Fees shall be paid directly to the Mediator prior to the beginning of the mediation session. It shall be the responsibility of the mediator to collect the fees and maintain tax record. The Mediator shall not be considered an employee or subcontractor of the Court.

E. Procedure

Each counsel shall file with the mediator, but not with the Clerk, a concise statement setting forth the

disputed issues of fact or law, if the mediator requests it.

The mediator shall submit a report to the Court upon the conclusion of mediation. If the parties have reached a full or partial agreement a memorandum of understanding will be created and signed by all parties. The memorandum shall be submitted to counsel for signature. The agreement shall become part of the record as either stipulations or part of a court entry.

If no agreement has been reached the report shall state only that no agreement was reached.

F. Rules of Mediation and Confidentiality

The mediator shall not disclose the contents of the mediation except as agreed to by all parties or in accordance with applicable statutes and rules governing mediator disclosures.

Statements made during mediation shall be considered compromise negotiations and not admissible as evidence pursuant to Evidence rule 408 and 410.

Statements made during the course of mediation assessment or the mediation sessions shall not be admissible in any subsequent proceeding in the Court (Revised Code Section 2317.023).

The mediator will not be called as a witness in any future legal proceeding that may involve matters discussed by the parties at mediation.

No records, notes, or other work product resulting from the mediation will be called for or subpoenaed in the future by any party (Revised Code Section 3109.051(C); State ex. rel. Schneider v. Kreiner (1998), 83 Ohio St.3d 203).

Exceptions to confidentiality are only as provided by state statute including the reporting of a crime or of child abuse or neglect (Revised Code Section 3109.052 and 2151.421).

G. Qualifications

Persons appointed to serve as mediators shall have the following minimum qualifications:

Compliance with all training and educational requirements for mediators as established by the Ohio Supreme Court and set forth in Rule 16 of the Rules of Superintendence for the Courts of Ohio and as deemed appropriate by the referring judge.

Adherence to the ethical standards of the mediator's profession.

Maintenance of appropriate liability insurance specifically covering the activities of the individual as a mediator.

A list of mediators and their experience and qualifications shall be maintained by each court.

RULE FIFTEEN

Guardian Ad Litems

All Guardians ad litem, whether social workers or attorneys, shall be expected to comply with

the requirements set forth in Rule 48 of the Rules of Superintendence for the Courts of Ohio. The Domestic Relations Court Assignment Commissioner shall be assigned as the contact person, and shall coordinate the application and appointment process, keep the files and records required by this rule, maintain information regarding training opportunities, receive written comments and complaints regarding the performance of guardians ad litem practicing before the Court and perform other duties as assigned by the Court.

RULE SIXTEEN

Required Language for Health and Medical Insurance Orders

A. Insurance Requirements for Support Orders

It is the responsibility of counsel to include appropriate language for health and medical insurance provision in all child support orders. Incorporation language by reference to separation agreements will not be accepted. Revised Code Section 3119.32 (E) requires a health insurance provision to be included in such support orders.

B. Appropriate Language

The following language, adapted to the content of the particular child support order in which it is contained, will comply with the Court's understanding of current statutory health and medical insurance order requirements:

"The following health insurance provisions of this Order apply to [the child or children previously identified by name and address] [the child or children listed below:]

Name:	DOB:
_____	_____
_____	_____
_____	_____
_____	_____

The following group health insurance and health are policies, contracts, and plans are available are reasonable cost to the Obligor or Obligee: (If None, So Indicate)

Name of Plan/Insurer	Available To	Policy/Contact #	Approximate Cost
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

_____ [Obligor] [Obligee] has health insurance coverage available at a more reasonable cost and is ordered to carry such coverage.

_____ The health insurance coverage of either party being obtainable for a reasonable cost, and the coverage available to the other party being obtainable at no or nominal cost, or being also available at reasonable cost and providing for coordination of benefits without unnecessary duplication of coverage, it is Ordered that both parties obtain or maintain such coverage.

_____ No health insurance coverage being available to either party at reasonable cost, it is Ordered that the parties pay all uninsured medical costs for each child covered by this Order in the manner set out in Shelby County Local DR Rule 17. If, after issuance of this Order, health insurance coverage becomes available to either party, that party shall immediately inform the Shelby County Child Support Enforcement Agency of such availability.

A party ordered to carry health insurance coverage shall do all of the following:

a. Provide information regarding benefits, limitations and exclusions of the health insurance coverage to the other party;
b. Provide the other party with claims, reimbursement, and benefits forms;
c. Provide the other party with copies of all required insurance cards;
d. Provide a copy of all relevant portions of this Order to each Insurer now or hereafter providing such insurance;
e. Provide written proof to the Child Support Enforcement Agency of compliance with the Health Insurance Order.

Reimbursement for out-of-pocket medical, optical, hospital, dental, or prescription expenses paid for a child covered by this order shall be made to [that parent paying such expense] [the following custodian or representative payee].

Name:_____
Address:_____
Phone:_____

Any insurer currently providing the health insurance coverage for any child covered by this Order may continue making payments for medical, optical, hospital, dental, or prescription services directly to any health care provider in accordance with the applicable health insurance or health care policy, contract, or plan.

Obligor and Obligee are required to designate each child covered by this Order as a covered dependent under any health insurance or health care policy, contract or plan which either of them now maintains or for which either of them hereafter contracts.

The parties shall pay all uninsured medical costs, including but not limited to co-payments and deductibles:

_____ In the manner set out in Shelby County Local Domestic Relations Rule 17.

_____ Equally.

_____ In the following manner_____

_____.

The employer of each party required to obtain health insurance coverage shall release to the other parent or to the Child Support Enforcement Agency upon written request any necessary information pertaining to such coverage, including but not limited to the name and address of the insurer and the title and identifying number of any applicable policy, contract or plan, and to otherwise comply with Revised Code Section 3119.32 and any court order issued thereunder.

The parties are hereby required to comply with all requirements of this health insurance order not later than thirty (30) days after its issuance.

If any person required to obtain health insurance coverage pursuant to this Order fails to do so, then:

(a) The Child Support Enforcement Agency shall comply with Revised Code Section 3119.43 to obtain a court Order requiring such person to obtain such coverage; and

(b) Such person shall be liable to the other party for any medical expenses incurred by the other party as a result of his or her failure to comply.

If a person required to obtain health care insurance coverage for any child subject to this Order obtains new employment, and the health insurance coverage for such child is provided through the previous employer, the Child Support Enforcement Agency shall comply with the requirements of Revised Code Section 3119.33 to 3119.42 which may result in the issuance of a notice requiring the new employer to take whatever action is necessary to enroll such child in health care insurance coverage provided by such new employer.

[Obligor] [Obligee] has paid out-of-pocket expense in the amount of $_____ for medical, optical, hospital, dental, or prescription services for which he or she is entitled to reimbursement:

_____ None _____ As Follows:

Child	Provider	Service	Amount
_____	_____	_____	$_____
_____	_____	_____	$_____
_____	_____	_____	$_____

Accordingly, _____ Obligee _____ Obligor shall reimburse the other party [all] [_____%] $_____ of such expense.

RULE SEVENTEEN

Medical Expense Defined/Court Formula
Uninsured Health Expenses

A. "Medical Expense" is defined to mean physician, hospital, prescription, orthodontic, dental, optometric, chiropractic, physiological, or psychiatric expenses, or any other expense related to the healing arts and reasonably necessitated by any illness, injury or physical or mental condition. Medical expense does not include expense incurred purely for cosmetic reasons to improve one's appearance, but does include such expense when incurred to correct or prevent disfigurement.

B. Obligee shall pay the first One Hundred Dollars ($100.00) of uninsured medical expense, including prescriptions and insurance deductibles, incurred each calendar year by each child subject to a health and medical insurance order. All uninsured medical expense in excess of that annual amount, and all uninsured orthodontia and psychological expense of any amount, shall be paid by the parties in proportion to their respective incomes as shown in the most recent O.R.C. §3119.022 or 3119.023 "Worksheet" filed herein, or as otherwise ordered or agreed. The period from which a health and medical insurance order first applies to the end of that calendar year, and the period beginning on January 1 of a calendar year to the date of that year on which such an order terminates, with each be deemed a full calendar year, regardless of actual duration.

C. Prior to incurring any expense reasonably anticipated to be extraordinary, the party incurring the expense shall acquire the written approval of the other party unless an emergency situation exists. A written statement from the medical provider concerning the necessity of the service to be rendered to the minor child or children presented by such party to the other is recommended in order to eliminate delay in acquiring the approval. Neither party shall unreasonably withhold approval for extraordinary expenses necessary for the health and well being of the minor child or children.

D. All final orders of the Court involving minor children shall include terms which provide for medical insurance coverage for each minor child pursuant to the terms of O.R.C. §3119.32.

RULE EIGHTEEN

Personal Identifier/Sensitive Information Sheet

The Clerk of Court shall provide a personal identifier/sensitive information sheet for submission in every new or reopened domestic relations case. Each party shall complete the information sheet and provide the same to the Clerk of Courts upon filing in any action listed above. The form shall be labeled as 'Identifier/Sensitive Information Worksheet'. It will not be filed with the Clerk of Courts and will not be subject to further disclosure except to the Court and to the Shelby County Child Support Enforcement Agency.

RULES NINETEEN

Recording of Proceedings – Records Request

The Court will make an audio recording of the proceedings in the courtroom. Arrangements must be made with the Court to have copies of the audio recordings made at a cost of Ten Dollars ($10.00) per disc. All electronically recorded proceedings will be maintained by the Court for at least two (2) years from the date of the hearing.

RULE TWENTY, TWENTY-ONE -- Reserved

RULE TWENTY-TWO

GUIDELINES FOR PARENTING TIME

I. Purpose

Companionship (parenting time) is a time for children to do things with the parent with whom they do not live. It provides an opportunity for that parent to engage in activities and teach skills which will make the time rewarding to everyone concerned. Helping the children find friends in the visiting parent's neighborhood makes the new area seem more like home to them. Contact with both parents is important to the children, and companionship arrangements should accordingly be encouraged.

II. Parenting time Schedule

The following schedule shall apply unless otherwise specified by an order or judgment entry involving the parties. Weekend visitation shall rotate on an every other weekend schedule for each parent. Weekend parenting time for the parent with whom the children do not live the majority of the time will commence on the first

Friday following the date of the filing of such order or judgment entry, unless otherwise ordered by the Court.

A. Weekends

The beginning and ending times for weekend visitation are set forth below:

1. On the first weekend and every other weekend thereafter, from Friday at 7:00 p.m. until Sunday at 7:00 p.m. during the school year, and from Friday at 7:00 p.m. until Sunday at 8:00 p.m. during the summer breaks and before holidays;

2. Parenting time shall not be delayed or denied because a child has other scheduled social, athletic, work or school activities. The visiting parent, however, must allow the child to participate in all mandatory scholastic activities and should--unless prevented from so doing by the nature of the parenting time--allow the child to participate in other regularly scheduled activities. The residential parent shall inform the visiting parent reasonably in advance of such activities, advising the visiting parent of dates, times, transportation needs and the like so that the child is not unnecessarily deprived of such activities and the friendships thereby maintained. The parents should discuss, reasonably agree upon and arrange such activities, taking into account both the needs of the visiting parent and the needs of the child. A failure by either parent to be concerned with the needs of the child for such activities shall be taken into account by the court in any post-judgment parenting time proceeding. Each parent should encourage the other to attend all of the child's school and sports activities.

B. Mid-week

Parenting time shall additionally be allowed on one weekday per week, according to the following schedule:

1. For a child 12 year of age or younger, from 5:00 p.m. to 8:00 p.m.

2. For a child 13 years of age or older, 5:00 p.m. to 9:00 p.m.

If the parenting time involves more than one child, the hour or return shall be based on the age of the youngest child. If the parents cannot agree on a particular day for such parenting time, then Wednesday is hereby designated for such purpose.

C. Days of Special Meaning

1. Mother's Day shall always be spent with the mother and Father's Day shall always be spent with the father, regardless of which parent is entitled to the balance of the weekend. Unless otherwise agreed, the time spent with the appropriate parent shall be from 10:00 a.m. to 7:00 p.m.

2. The birthday of each child shall be spent with the mother in even-numbered years and the father in odd-numbered years, provided that the visiting parent give one week's notice of his or her intent to exercise such birthday parenting time. Such parenting time shall take place from 10:00 a.m. to 8:00 p.m. for a child not then in school, and from 5:00 p.m. to 8:00 p.m. for a child then in school. Parenting time for the child's birthday shall take precedence over other parenting times. The custodial parent shall take all reasonable steps to ensure the attendance of the child's brothers and sisters at the birthday event.

D. <u>Holidays</u>

Holiday shall be spent with the father or mother according to the following schedule:

	Even-Numbered Years	Odd-Numbered Years	As Agreed Or
Easter Weekend	Father	Mother	Thursday (prior to Easter Sunday) from 7 p.m. until Easter Sunday at 2 p.m.
Easter Sunday	Mother	Father	Easter Sunday from 2 p.m. until 7:30 p.m. The parties then to follow their regularly scheduled parenting time.
Memorial Day	Mother	Father	Sun., 7 p.m. to Mon., 8 p.m.
July 4th	Father	Mother	7/4, 9 a.m. to 7/5, 9 a.m.
Labor Day	Mother	Father	Sun., 7 p.m. to Mon., 8 p.m.
Beggars' Night/ Trick or Treat	Father	Mother	5 p.m. to 8 p.m.

Thanksgiving	Mother	Father	Thurs., 9 a.m. to Fri., 9 a.m.
Christmas Eve	Father	Mother	12/23, 9 a.m. to 12/25, 10 a.m.
Christmas Day/Vacation	Mother	Father	12/25, 10 a.m. to 12/31, 5 p.m.
New Year's Eve/Day	Father	Mother	12/31, 5 p.m. to 01/01, 9 p.m.

Holiday parenting time takes precedence over all other parenting times.

E. <u>Summer Parenting Time</u>

1. The non-residential parent shall be entitled to four (4) weeks of parenting time each year. Two (2) weeks of said parenting time shall be uninterrupted for the purposes of vacation, and said parent shall provide at least sixty (60) days advance notice, in writing, of the scheduled vacation. The remaining two (2) weeks shall be taken one (1) week at a time and the non-residential parent shall give at least 30-days advance notice, in writing, of the scheduled visitation.

2. The residential parent shall be entitled to two (2) weeks of uninterrupted parenting time for the purposes of vacation, and said parent must provide at least sixty (60) days advance notice, in writing, of the scheduled vacation.

3. If one parent has a mandatory work-related summer shut-down, then said parent shall notify the other parent, in writing, at least ninety (90) days prior to the scheduled shut-down, and then the shut-down shall take priority for vacation scheduling. If neither parent has a mandatory work-related summer shut down, then the first parent to provide notice, in writing, of their vacation dates shall have priority.

4. Summer parenting time shall take place while the minor child(ren) are on summer break from school. Should a child be required to take a summer class, the child must attend class. Summer parenting time must be exercised in such a manner as to allow the child(ren) to attend all classes mandated by his or her school curriculum or required for advancement to the next grade.

5. Each parent shall provide the other with a general itinerary which shall include, at a minimum, the location of any vacation including departure and arrival times and the method of travel to and from any vacation taking place outside the parent's community.

III. Parenting time Procedures

A. Child's Response to Parenting time

1. It is the absolute affirmative duty of the custodial parent to ensure that his or her child participates in parenting time.

2. If a child indicates strong opposition to being with the other parent, it is the responsibility of each parent to appropriately deal with the situation, both by working with the child and with the other parent, avoiding in each case confrontations or unpleasant scenes.

3. If the parties cannot resolve the problem among themselves and the child, it is the duty of each parent to seek and participate in immediate assistance by a counselor or other mental health professional.

B. Exercise of Parenting time

1. It is not necessary to give advance notice of the exercise of scheduled parenting time.

2. The residential parent shall have each child emotionally and physically ready for the parenting time.

3. When more than one child is involved, parenting time will be exercised with all children together.

4. The visiting parent will not return the child prior to the end of the parenting time period unless otherwise agreed in advance.

5. The residential parent shall arrange to be present or have a responsible adult present at the return site at the proper time.

6. Unless otherwise agreed or provided by court order, the visiting parent has the responsibility to pick up and return each child. If the visiting parent is unavailable for such pick up or return, then he or she must provide a responsible adult well known to the child for this purpose. Only a licensed driver may transport the child in a motor vehicle; all child restraint laws must be followed. No person under the influence drugs or alcohol shall be associated in any way with

transporting the child.

7. The residential parent shall provide sufficient appropriate clean clothing for each parenting time period. If an anticipated parenting time activity requires special or unusual clothing needs, the visiting parent must notify the other parent at least two days in advance of such need. If the child does not have the specialized type of clothing required for such activity, the residential parent is under no obligation to provide it. All clothing sent by the residential parent must be returned with the child by the visiting parent.

8. A visiting parent must provide time for each child to study and complete necessary home work assignments and other school-assigned projects, even if such requirements interfere with planned parenting time activities. The residential parent shall, however, have the child complete such school assignments prior to parenting time whenever reasonably practical. The residential parent must inform the visiting parent of the nature and deadline date of any assigned school work.

9. A parent who continually fails to pick up or return the child promptly or who habitually returns the child before completing the parenting time period shall, in the discretion of the court, be subject to the same sanctions as a parent who fails to exercise parenting time. A residential parent who habitually fails to provide a secure environment for the child upon its timely return by the visiting parent may be subjected to similar sanctions.

C. Parenting time Cancellations

1. Except in case of emergency a visiting parent must give notice of his or her intent not to exercise parenting time at least twenty-four hours in advance of such parenting time. Cancelled parenting times are forfeited, and need not be made up. A parent who continually fails without good cause to exercise parenting time may have such parenting time curtailed, modified or made subject to certain conditions, all as determined in the reasonable discretion of the court upon motion by the other parent.

2. The residential parent has no duty to wait for the visiting parent for more than 30 minutes beyond the time set for parenting time, unless the visiting parent notifies the residential parent that the or she will be late, and the residential parent agrees to remain available for a longer

period of time. Such agreement shall not be unreasonably withheld.

D. Illness or Injury of a Child

1. Each parent must immediately notify the other parent of any illness or injury of the child requiring medial or dental consultation, in-patient or out-patient hospital treatment or the giving of prescription medication.

2. If a child is injured or becomes ill prior to a scheduled parenting time, the residential parent must contact the visiting parent and discuss the advisability of such parenting time, taking into account the best interest of the child. In deciding the matter of parenting time the parent should consider the nature of the illness or injury, the danger of contagion, the ability of the visiting parent to provide proper care, the nature of planned parenting time activities and any other matter of importance.

3. If an ill or injured child participates in a parenting time, then the residential parent must provide written instructions and sufficient medication for the child's proper care while with the other parent. The visiting parent must comply with any appropriate medical directions, and must notify the other parent if the child's condition worsens or fails to improve as anticipated.

4. If the parents determine that the child should not go on parenting time, then the visiting parent, unless otherwise prohibited by law or by an order of this court may spend a reasonable time -- that is, a time which does not conflict with the child's medical needs or the reasonable schedule of the residential parent -- with the child at the residential parent's home.

5. The inability of one child to participate in parenting time will not affect the right or the responsibility of the visiting parent to visit with other children subject to the parenting time order, unless the ill child has a contagious disease to which the other children have been exposed.

6. Parenting time cancelled due to a child's illness or injury may be made up by the visiting parent within 90 days of the child's return to health. The procedure for such make-up shall be as provided in Local Rule I for parenting time missed by reason of vacation.

7. The visiting parent is responsible for the health and safety of the child with whom he or she visits, and must secure appropriate emergency treatment, if necessitated by the child's condition. The residential parent shall keep the visiting parent informed of the name and address of the child's pediatrician or family physician, required insurance information and the like.

8. Subject to law and other rules of this court pertaining to medical expenses, the residential parent shall be responsible to provide prescription medications and therapeutic equipment for and during all parenting times, including vacations, for a child who suffers a chronic disease or disability.

9. If a visiting parent reasonably questions the residential parent's judgment that a child may not participate in parenting time by reason of a claimed injury or illness, such visiting parent shall have the right to have the child examined at his or her expense by the child's pediatrician or family physician. The residential parent shall authorize the release to the visiting parent of all medical information available to such physician concerning such child, except only information which in the judgment of the physician may relate to a possible past or present abuse of the child by the visiting parent. The residential parent must cooperate in the scheduling and taking of such an examination, and in the release of such information to the visiting parent.

IV. Communications

Companionship between visiting parents and their children involves much more than compliance with a parenting time schedule. It includes the right of regular communication by mail, telephone and -- in this modern age of telecommunications -- computer generated electronic mail, facsimile transmissions and the like. Communications between the parents, however strained their relationship may be, is also important, since it enables each of them to better provide for the child. Accordingly:

A. Each parent has the right to telephone access to the child at all reasonable time for all reasonable purposes. If the parents cannot agree as to the timing, frequency and length of such communications, the following apply:

1. The parent with whom the child is not then living may talk with the child on the telephone twice each week;

2. A visiting parent may call a child once during a cancelled parenting time, regardless of the reason for the cancellation;

3. Except in cases of emergency, phone calls shall not be made during the child's normal bedtime hours;

4. Phone call shall not last more than 15 minutes;

5. If the child is unavailable to take the call, the residential parent shall be responsible to ensure that the child promptly returns the call;

6. A child is permitted to call either parent with any reasonable frequency, at any reasonable time and for any reasonable duration. If such call involves a long-distance or other toll charge, it shall be made collect, unless the other parent otherwise agrees.

B. Each parent shall encourage frequent communication between the child and the other parent, and shall not do anything to impede or restrict such communication, whether by phone, mail or other means. Mail between a child and either parent shall be kept strictly confidential between them, and shall not be open or read by the other parent unless the child so requests it or the child is unable to read.

C. Unless otherwise provided by law or court order, each parent shall keep the other informed of his or her current address and telephone number, his or her work telephone number (unless calls are not permitted at work) and an alternate telephone number for emergencies. "Current address" means both mail address and sufficient description or directions to enable the other parent to locate the residence. When it is anticipated that the child will spend an extended time away from the residence of both parties, then the party having such information will provide the other party with the child's temporary address and telephone number, if feasible.

V. Parenting time Under Special Circumstances

If circumstances make it not in the best interest of a child to comply with the terms of this standard order, each party shall cooperate with the other in establishing a parenting time schedule and procedure which take into account such special circumstances, the needs of the visiting parent and the best interests of the child. If the parties are unable to reasonably determine or agree upon such a schedule and procedure, they shall enlist the services of a counselor or medical professional to assist them in preparing and following such arrangements. Should they still be unwilling or unable to reach a reasonable agreement, then either party may petition

the court for an order of special parenting time. Under these special circumstances for parenting time the court may allocate safety and transportation costs between or among parties or entirely to one party, taking into account the activities and status of each party resulting in the specialized parenting time circumstances, the relative financial abilities of the parties, the cooperation or lack of cooperation by each party in regard to resolution of parenting time problems, and any other relevant factors.

A. Long Distance Parenting time -- Over 100 Miles

In lieu of parenting time under Section II, a non-residential parent residing more than One Hundred (100) miles from the child may exercise parenting time with that child as follows:

1. Six (6) weeks parenting time during the child's summer vacation from school.

2. The child's Spring break from school, not to exceed one (1) week.

3. At Christmas time, in the even-numbered years, from the day after the last day of school through December 26; in the odd-numbered years, from December 27 to the day before school commences.

4. Up to four (4) additional non-consecutive weekends each year, upon giving at least thirty (30) days written notice to the residential parent.

5. In case of emergencies, such as death or illness, where the giving of a thirty (30) day prior notice is impractical, either parent shall be entitled to access to the child that is reasonable under the circumstances.

B. Infants and Pre-School Age Children

1. The Court recognizes that any parenting time program involving infants requires special attention to the needs of each child, and that a comprehensive, standardized rule of parenting time is not always appropriate.

   A parenting time schedule designed with regard to school attendance and vacations is obviously not automatically relevant to a three-year old. In such situations the parties are ordered to confer directly or through counsel to establish a parenting time program which takes into account the availability of the child, the child's parenting needs and the schedules of the parents. This does not mean, however, that

the parents may not mutually agree to follow the standard orders of this Rule, particularly in the case of older pre-school children.

2. Parents shall take into account in establishing a parenting time schedule for pre-school children all factors relevant in regard to the physical and emotional maturity of each such child. Such factors shall take into account breast or bottle feeding, attendance in Head-Start or other pre-school programs, attendance at kindergarten, special infant health problems and the like. Each parent is responsible to make reasonable arrangements for the sharing (or if necessary for the separate provision) of clothing, strollers, infant car seats, diapers, formulas, baby bottles, and other items and equipment necessary for the child's welfare.

VI. School Participation

In addition to other rights of the visiting parent in regard to the child's school attendance and activities (See Section VII):

A. The residential parent shall take all necessary action with school authorities of any school in which the child subject to parenting time is enrolled to:

1. List the other parent on the child's school records;

2. Authorize the school to release to the other parent all relevant information concerning the child;

3. Ensure that the other parent receives copies of any school notices involving the child.

B. The residential parent shall promptly transmit to the other parent any information received concerning parent-teacher meetings, school club meetings, school programs, athletic schedules and any other school activities in which the child is involved or may be interested.

C. The residential parent shall promptly provide the other parent with a photocopy of the child's grades or other progress reports, and copies of any report concerning the child's status or progress.

D. The residential parent shall, whenever possible, arrange appointments for parent-teacher conferences and other meetings involving the child at a time when the other parent can be present. The other parent, upon such notice, shall take all reasonable steps to attend such conference or meeting.

VII. Statutory Notices

In addition to these rules, special statutes control the conduct of parties to marriage termination proceedings concerning their children. To the extent that such statutes now or hereafter conflict with the provisions of these Local Rules, then the statutes, and not these rules, control. Accordingly, each party should become familiar with the following statutes:

A. **Relocation Notice:** Pursuant to Ohio Revised Code §3109.051(G), the parties hereto are hereby notified as follows:

IF THE RESIDENTIAL PARENT INTENDS TO MOVE TO A RESIDENCE OTHER THAN THE RESIDENCE SPECIFIED IN THE PARTIES' JUDGMENT ENTRY, SAID RESIDENTIAL PARENT SHALL FILE A NOTICE OF INTENT TO RELOCATE WITH THIS COURT. EXCEPT AS PROVIDED IN O.R.C. SECTIONS 3109.051(G)(2), (3), AND (4), A COPY OF SUCH NOTICE SHALL BE MAILED BY THE COURT TO THE NON-RESIDENTIAL PARENT. UPON RECEIPT OF THE NOTICE, THE COURT, ON ITS OWN MOTION OR THE MOTION OF THE NON-RESIDENTIAL PARENT, MAY SCHEDULE A HEARING WITH NOTICE TO BOTH PARTIES TO DETERMINE WHETHER IT IS IN THE BEST INTERESTS OF THE CHILD OR CHILDREN TO REVISE THE PARENTING TIME OR PARENTING SCHEDULE FOR THE CHILD OR CHILDREN.

B. **Day Care Center Access Notice:** Pursuant to Ohio Revised Code §3109.051(I), the parties hereto are hereby notified as follows:

EXCEPTING AS SPECIFICALLY MODIFIED OR OTHERWISE LIMITED BY COURT ORDER, AND IN ACCORDANCE WITH O.R.C. §5104.011, THE PARENT WHO IS NOT THE RESIDENTIAL PARENT IS ENTITLED TO ACCESS TO ANY DAY CARE CENTER THAT IS OR WILL BE ATTENDED BY THE CHILD OR CHILDREN WITH WHOM PARENTING TIME IS GRANTED, TO THE SAME EXTENT THAT THE RESIDENTIAL PARENT IS GRANTED ACCESS TO THE CENTER.

C. **Records Access Notice:** Pursuant to Ohio Revised Code §3109.051(H), and 3319.321(B)(5)(a) the parties hereto are notified as follows:

EXCEPTING AS SPECIFICALLY MODIFIED OR OTHERWISE

LIMITED BY THE PARTIES' JUDGMENT ENTRY, AND SUBJECT TO O.R.C. SECTIONS 3125.16 AND 3319.321(F), THE NON-RESIDENTIAL PARENT IS ENTITLED TO ACCESS, UNDER THE SAME TERMS AND CONDITIONS AS THE RESIDENTIAL PARENT, TO ANY RECORD THAT IS RELATED TO THE CHID OR CHILDREN AND TO WHICH SAID RESIDENTIAL PARENT OF THE CHILD LEGALLY IS PROVIDED ACCESS, INCLUDING SCHOOL RECORDS. ANY KEEPER OF A RECORD, PUBLIC OR PRIVATE, WHO KNOWINGLY FAILS TO COMPLY WITH THIS ORDER, IS IN CONTEMPT OF COURT.

D. **School Activities Notice**: Pursuant to Ohio Revised Code §3109.051(J), the parties hereto are hereby notified as follows:

EXCEPTING AS SPECIFICALLY MODIFIED OR OTHERWISE LIMITED BY THE PARTIES' JUDGMENT ENTRY, AND SUBJECT TO Division (F) of O.R.C. §3319.321, THE NON-RESIDENTIAL PARENT IS ENTITLED TO ACCESS UNDER THE SAME TERMS AND CONDITIONS AS THE RESIDENTIAL PARENT, TO ANY STUDENT ACTIVITY THAT IS RELATED TO THE CHILD OR CHILDREN AND TO WHICH THE RESIDENTIAL PARENT OF THE CHILD LEGALLY IS PROVIDED ACCESS.

VIII. Illness and Injury

A. The residential parent shall promptly inform the other parent of any illness of the child requiring medical attention. Elective surgery shall be performed only after consultation with the other parent. The other parent shall be consulted before emergency surgery if time permits, and shall in any event be informed of such surgery as soon as possible.

IX. Prohibited Conduct; Sanctions

A. The following conduct is prohibited:

1. Criticizing the other parent in the presence of the child.

2. Attempting to modify the religious practice of the child without having first consulted the other parent.

3. Habitually failing to spend significant time with the child during parenting time periods. Failing to encourage a child to visit with the other parent (except upon the reasonable and substantiated belief that such parenting time will result in abuse to the child).

4. Habitually failing to promptly pick up the child for parenting time.

5. Habitually failing to promptly return the child after parenting time.

6. Habitually returning the child prior to the end of a scheduled parenting time.

7. Cancellation of parenting time without reasonable notice.

8. Cancellation of parenting time without reasonable justification.

9. Neglecting, endangering or abusing the child during any parenting time.

10. Interfering with telephonic or mail communication between the child and other parent.

11. Failing to keep the other parent required of the child's whereabouts when required by the terms of this Local Rule.

12. Habitually failing to ensure that the child completes mandatory school assignments while on parenting time.

13. Failing to ensure that the child attends mandatory school activities during parenting time.

14. Failing to keep the other parent informed of a parent's address and telephone number.

15. Failing to inform the other parent of a serious or potentially serious accident, injury or illness involving the child.

16. Consuming an unreasonable amount of alcoholic beverage or any amount of a controlled substances (other than prescription medication) while exercising parenting time, whether or not the child is then and there present.

17. Failing to provide clean, adequate clothing for parenting time; or to return such clothing after parenting time.

18. Other acts omission of commission found to violate the spirit or terms of this Local Rule.

B. Any of the rights or responsibilities described in this Local Rule may be enforced by the court on motion of either party. Penalties for interference wit such rights or failure to comply with such responsibilities may include incarceration in the Shelby County Jail, fines, the award of attorney fees, modification or curtailment of parenting time and, if necessary, loss of residential or shared parenting rights.

C. No party may withhold the rights granted by this Local Rule because the other party fails to pay child support, maintain medical insurance, pay medical bills or the like. Other remedies, including the free services of the Shelby County Child Support Enforcement Agency, exist to correct such problems.

X. Implementation

A. Unless otherwise clearly indicated by the text, the use of the word "child" in this rule refers to any number of children with whom a parenting time order is concerned. Although the phrase "visiting parent" is used for convenience, it includes the residential parent when the parent's role is temporarily of a non-custodial nature, such as when the visiting parent has the child for a summer vacation. The parties shall apply common sense in applying such definitions.

B. The parties to a parenting time arrangement may agree as to any matter of parenting time in any way that they mutually and reasonably agree to be in the best interest of the child. Such agreement need not be formal and need not be in writing. However, to the extent that the parties now or hereafter fail to agree on any matter described in this Rule, then the provisions of this Rule dealing with such matter shall automatically control their conduct. Any party who claims in a post-judgment proceeding to excuse his or her conduct by claiming that it is conformed to the parties' agreement shall have the burden of proof as to the existence of such an agreement.

C. It shall be the duty of an attorney for a party to explain to that party his or her rights and responsibilities under this rule, and to furnish a copy of this rule to such party.

APPENDIX

DR FORMS

Affidavit 1	Affidavit of Income, Expenses and Financial Disclosure (Filed by each party in a new divorce, dissolution, legal separation actions And post decree actions)
Affidavit 2	Affidavit of Property (Filed in all new actions, including divorces, dissolutions and legal separations)
Affidavit 3	Parenting Proceeding Affidavit (R.C. 3127.23(A)) (Filed in all proceedings involving children)
Affidavit 4	Health Insurance Affidavit (Filed in all proceedings involving children)
Affidavit 5	Motion and Affidavit for Temporary Parenting Orders, Support, Parenting Time Spousal Support without Oral Hearing (File when applicable, divorce / post-divorce)
DR-6	Application for Child Support Services (IV-D) (File in all proceedings involving children)
DR-7	Obligee's Rights and Remedies for Enforcement of Support (File in all proceedings involving children)
DR-8	Personal Identifier/Sensitive Information Sheet (Submitted in all cases and sealed in the Clerk's File)