

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

Case Caption [DR1(B), DR12]

1. Parties' names.
2. Parties' addresses. The filing party may request that their address be confidential through the filing of a motion.
3. Parties' telephone numbers.
4. Parties' date of birth.
5. The name of the assigned judge.
6. Case number.
7. The caption of each pleading shall contain the identification: Court of Common Pleas, Butler County, Ohio, Domestic Relations Division and further identification of the type of pleading.
8. If Separation Agreement is submitted with a Petition, Complaint, Agreed Entry or Decree, items 2-7 do not apply.

Style of Pleading [DR12]

1. All pleadings and forms required by the Court shall be typewritten or printed legibly in ink.
2. All pleadings and forms shall be printed on white letter size paper (approximately 8 ½" by 11").
3. All pleadings and forms shall be printed on one side only, with 1" margins, and each page shall be numbered.

Financial Affidavits

1. A statement that the financial affidavits were exchanged by the parties.

Jurisdiction of Child(ren): Juvenile Court or another Court [DR49(C)]

1. If Juvenile Court or another Court has jurisdiction over any of the children of the marriage, or any of the children are subject to a parenting order through a "DS" case from this Court pursuant to O.R.C. 2301(K) then:
 - a. The Separation Agreement identifies those children by name.
 - b. The Separation Agreement states the case numbers for the Juvenile Court, another Court or DS case that has jurisdiction over the children.
 - c. The Separation Agreement states which allocation of parenting rights and responsibilities (including parenting allocation of parenting time, child support, tax exemptions, and health insurance) are included in the order from Juvenile Court, another Court or this Court pursuant to a parenting order.
 - d. A copy of the order shall be attached.

Allocation of Parental Rights and Responsibilities [DR49(C)]

Parenting Allocation and Time

1. A statement regarding the name(s) and date(s) of birth of the child(ren) born issue of the marriage.
2. A statement of the physical living arrangements for the child(ren) and a designation of which parent is the residential parent.
3. A specific schedule of parenting time with each parent must be included.
4. A statement as to the parent with whom the children will be physically located during holidays, school holidays, and special dates of importance.
5. The mandatory language regarding the notice of intent to relocate is required.
6. An order of equal access to the child(ren)'s school or medical records **or** an order limiting a parent's access.
7. Any order limiting a parent's access shall contain specific findings of fact which support such limitation.
8. A notice to the keeper of records regarding failure to comply.

Child Support

1. A statement of the child support obligation stated in Appendix 1 – Child Support and Health Insurance Language.
2. If the child support obligation deviates from guideline child support, then a Notice to Case Management Form C16 is attached.
3. Mandatory language regarding the duty of support continuing beyond the age of majority.
4. Mandatory language requiring withholding order to issue.
5. Mandatory language regarding payment through CSEA directly until a withholding goes into effect.
6. Mandatory language regarding acceptance of payments of support not made through the CSEA shall be deemed a gift.
7. Mandatory language regarding notice to the CSEA of current address.
8. Mandatory language regarding parties' duty to notify CSEA in writing of change in employment or availability of any other sources of income.
9. Mandatory language regarding parties shall immediately notify the CSEA of change in status of minor children.
10. Mandatory language regarding payment methods.
11. The Decree shall specifically identify the deduction order to be issued.
12. A statement of child support arrears.

Tax Exemptions [DR49(C)]

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

Health Insurance [DR49(C)]

1. Mandatory language regarding if private health insurance is not being provided.
2. Mandatory language specifically designating that both the obligor and obligee are liable for health care of the children.
3. Mandatory language providing the name, address, and telephone number of the individual reimbursed for out-of-pocket medical, optical, hospital, dental, or prescription expenses for each child.
4. Mandatory language that the health plan administrator may continue making payment for medical, optical, hospital, dental, or prescription services directly to any health care provider in accordance with the plan.
5. Mandatory language that any person required to provide health insurance coverage for children shall designate the child(ren) as covered dependents under any private health insurance policy, contract, or plan.
6. A statement that conforms with one of the provisions in Appendix 1 – Child Support and Health Insurance Language.
7. Mandatory language regarding division of health care expenses and documentation of health care expenses.
8. Mandatory language that that the parties must comply with any obligations concerning health insurance coverage imposed under O.R.C. 3119.30 to 3119.31 no later than thirty (30) days after the applicable order is issued.
9. Mandatory language that any person who fails to provide health insurance as ordered may be punished for contempt of court and shall be solely responsible for the payment of all health care expenses incurred on the child(ren)'s behalf as a result of the failure to provide insurance.
10. Mandatory language that if the obligor is found in contempt for failing to provide health insurance coverage, and has previously been found in contempt, the Court shall consider the obligor's failure to comply with the order as a change of circumstances for the purpose of modification of the amount of support due under the child support order that is the basis of the order issued under O.R.C. 3119.30 to 3119.31.
11. Mandatory language that the employer of the person required to obtain private health insurance is required to release to the other parent private health insurance coverage information.
12. Mandatory language that the person required to obtain private health care insurance coverage for the children obtains new employment, the agency shall comply with the requirements of section 3119.34 of the Revised Code.

Property Division [DR49(B)]

Real Estate, Financial Accounts and Debts

1. A statement whether either party owns real estate.
2. A statement whether the real estate is a separate or marital property.
3. A statement of the value of the real estate.
4. A statement regarding the allocation of sale of real estate and payment of any lien or mortgage.
5. A statement whether either party has bank accounts, stock, cash value life insurance policies, or any other financial account(s).
6. A statement listing each account.
7. A statement of whether the accounts or policies are marital or separate property.

8. A statement of the allocation or division of the accounts.
9. A statement whether either party has debts.
10. A statement listing each debt.
11. A statement of whether the debts are marital or separate property.
12. A statement regarding any debts that have been discharged in bankruptcy proceedings.
13. A statement regarding the allocation or division of debts.

Vehicles

1. A statement as to whether there are vehicles.
2. If the vehicle title is to be transferred between parties, the Vehicle Identification Number (VIN) must be provided.
3. If the title is not to be transferred, then a statement that the vehicle is already titled to the receiving party.

Household Goods and Furnishings

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

Spousal Support [DR49(B)]

1. A statement as to whether spousal support is to be paid.
2. A statement as to whether the court will retain jurisdiction over spousal support.
3. A statement of the amount of the spousal support obligation.
4. Findings of fact which justify the award.
5. A clear statement of the term of the award.
6. The effective date of the spousal support obligation.
7. A statement of arrears and date owed through, if applicable.
8. A statement as to whether payment is to be made directly, or through CSEA, or OCSPC.
9. If spousal support is to be paid through CSEA or OCSPC, must include two percent processing fee.
10. If spousal support is to be paid through CSEA or OCSPC, all mandatory language in regard to spousal support must be included.
 - a. Mandatory language requiring withholding.
 - b. Mandatory language regarding payment through CSEA directly until a withholding goes into effect.
 - c. Mandatory language regarding acceptance of payments of support not made through the CSEA shall be deemed a gift.
 - d. Mandatory language regarding notice to the CSEA of current address.
 - e. Mandatory language regarding parties' duty to notify CSEA in writing of change in income source and the availability of any other sources of income.
 - f. Mandatory language regarding notice to CSEA in writing or remarriage if the remarriage would terminate the obligation to pay spousal support.
 - g. Mandatory language regarding payment methods.
11. Statement that the support should be made payable in increments that coincide with obligor's pay period.

Retirement [DR49(B)]

1. A statement that all retirement plans have been disclosed.
2. A statement as to how retirement plans are to be divided.
3. If QDRO, DOPO, or other order dividing retirement plans is issued, a provision that the intent of the order is to fairly distribute to the Alternate Payee his or her share of the marital portion of the retirement plan.
4. If QDRO, DOPO, or other order dividing retirement plans is issued, a provision that in the event there is a defect in the wording of the QDRO, the court shall retain jurisdiction to modify the QDRO, DOPO or other order.
5. The Separation Agreement shall contain an order requiring the Alternate Payee and the Alternate Payee's trial counsel to prepare all documents required by the Plan Administrator, or any other named account holder.
6. The Separation Agreement shall contain an order requiring that the Plan Participant and the Plan's Participants Trial Counsel shall cooperate to facilitate the preparation of the QDRO, DOPO, or any other order dividing a retirement plan.
7. The Separation Agreement shall contain an order requiring that both parties and attorneys shall sign the QDRO, DOPO, or any other order dividing a retirement plan prior to submission to the Case Management Office.
8. The Separation Agreement shall contain an order requiring that the QDRO, DOPO, or any other order dividing a retirement plan shall be consistent with the terms of the division of retirement plan set out in the Separation Agreement or Separation Agreement.
9. The Separation Agreement shall contain an order requiring that the QDRO, DOPO, or any other order dividing a retirement plan shall be filed within forty-five (45) days of the file-stamped date of Judgment Entry and Separation Agreement.
10. The Separation Agreement shall contain an order requiring that the Court specifically reserves jurisdiction over the filing of the QDRO, DOPO, or other order dividing retirement plans.
11. The Separation Agreement shall contain an order requiring that the Court also reserves the jurisdiction to impose all costs, including attorney fees, upon a party and/or attorney not complying with section DR49(B).

Payment of Court Costs [DR15]

1. The Separation Agreement shall set forth how court costs are to be paid.

Signatures on the Separation Agreement

1. The Separation Agreement is signed by both parties.

Number of Copies [DR13]

1. Two (2) copies, plus the original.
2. If spousal or child support is ordered, three (3) copies, plus the original.

Required Documents to be submitted with the Separation Agreement

1. Guidelines for Parenting Time (Form DR610.1), if applicable.
2. If a child support order is issued, a signed and completed child support computation worksheet.
3. If spousal support is ordered and paid through the CSEA, a Withholding Order/Qualified Medical Child Support Order Information Sheet (Form DR201).

4. If spousal support is ordered and paid through the CSEA, an original Title IV-D Application (Form ODHS 7076).